

ONEIDA COUNTY BOARD OF LEGISLATORS

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

COMMUNICATIONS WITH DOCUMENTATION December 11, 2013

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

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

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

for

MEMORIALIZING PETITION

F.N. 2013-

382

SPONSOR(S): *Harmony Speciale, Chad Davis, David Gordon*

READ & FILED

A MEMORIALIZING PETITION URGING NEW YORK STATE GOVERNOR ANDREW CUOMO TO CONTINUE THE MORATORIUM ON HIGH-VOLUME HYDRAULIC FRACTURING AND TO ADVANCE A RENEWABLE ENERGY ECONOMY IN NEW YORK STATE

WHEREAS, New York State has historically led the nation in matters of advancing social progress, including the abolition of slavery, women's suffrage, civil rights and environmental stewardship; and

WHEREAS, scientific evidence shows that the heavy industrial process of unconventional gas extraction by hydraulic fracturing poses serious risk of water contamination^{iiiiivv}, air pollution^{viii}, and health impacts^{viiiix}; and

WHEREAS, the New York State Medical Society, representing 30,000 medical experts, the American Academy of Pediatrics of New York, the American Lung Association of New York and many independent medical experts and scientists have called on Governor Andrew Cuomo and the New York State legislature to continue New York's moratorium on hydraulic fracturing and to conduct further health studies including a comprehensive health impact assessment^x; and

WHEREAS, data from Pennsylvania and the gas industry on well casing integrity show an immediate 5% or higher failure rate^{xi} and as much as 50% or more over 30 years^{xii} raise serious concerns of water contamination; and

WHEREAS, high-volume hydraulic fracturing threatens to negatively impact property values^{xiiiiv}, disrupt municipal tax-bases and could effectively create an additional unfunded state mandate – as has been raised by the New York State Association of Counties^{xv} - by imposing costs and strains on municipalities such as road damage^{xvi} and increased demands on municipal services, etc; and

WHEREAS, research on the economic and social impacts of hydraulic fracturing raises concerns regarding increased crime rates^{xvixviii} and hazards for first responders, as well as an influx of workers^{xix} who send their paychecks out-of- state while raising local rental housing prices and disrupting existing businesses and economies; and

WHEREAS, in addition to emissions of carbon dioxide and other heat-trapping gases associated with gas development activities, hydraulic fracturing gas development releases methane in the atmosphere, which is at least 72 times more potent in the atmosphere than carbon dioxide on a 20-year timescale and 25 times on a 100-year timescale^{xvii}, thereby making the process potentially disastrous for climate change^{xviii}; and

WHEREAS, New York communities have been significantly affected by the impacts of Hurricanes Irene and Sandy as well as lesser storms including Tropical Storm Lee, extreme weather events that are connected to/exacerbated by climate change due to increases in heat-trapping gases in the atmosphere^{xix}, costing New Yorkers tens of billions of dollars in damages and lost business opportunities^{xx}; and

WHEREAS, significant action is necessary to address climate change, action which the federal government has to date failed to take, including energy conservation and advancing a clean energy infrastructure and making a significant economic transition to renewable sources; and

WHEREAS, we need to expand local employment opportunities in our communities and for our young people in sustainable, safe long-term jobs and careers, and invest in industries that will create jobs for decades to come - in contrast to reliance on the “boom to bust” economic cycle associated with extraction of non-renewable resources^{xxixii}; and

WHEREAS, expansion of renewable energy and energy efficiency present the opportunity to create a significant number of jobs for New Yorkers and for New York State^{xxiii} to lead the nation on a visionary energy policy that will protect our water, air, land and public health while developing climate solutions; and

WHEREAS, Governor Cuomo’s Administration has already demonstrated significant leadership on innovative clean energy programs including the investment of \$1.5 billion in New York Sun^{xxiv}, opening 360 electric vehicle charging stations that will be available for both public and county fleet vehicles^{xxv}, establishing the successful Regional Economic Development Councils, and creating the innovative Start-Up NY; and

WHEREAS, Oneida County will work with Governor Cuomo and New York State Agencies as is most effective to implement existing renewable energy and efficiency programs as well as to partner on economic development initiatives including the New York State Regional Economic Development Councils and the Start-Up NY as vehicles to catalyze investment and jobs programs;

THEREFORE, Oneida County urges Governor Cuomo and the New York State agencies which he leads to take swift action in developing and adopting an economic development plan that will significantly reduce the state’s greenhouse gas emissions as well as rapidly create and deploy renewable energy and energy efficiency programs throughout municipalities in New York State;

And that Oneida County stands ready to work with the Governor to achieve these goals that will in the process create safe, sustainable jobs for New Yorkers and pioneer the path forward for the nation to solve the climate crisis and provide real, clean solutions for generations to come.

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

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Tharmony Specialy

Chad Davis

Joseph Jurgel

Frank Talburt

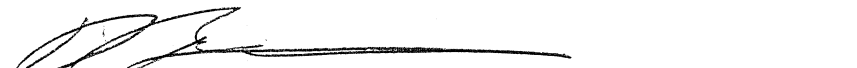


Paul M. Maple

Paul S. Sny

Philip S. Sny

William J. Goodman




 D-14


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

Dated: October 9, 2013

- ⁱ Christopher Crockett, "Methane in Pennsylvania Groundwater May Originate in Fracked Gas Wells," *Scientific American* (June 28, 2013), Available <<http://www.scientificamerican.com/article.cfm?id=metane-in-pennsylvania-duke-study>>.
- ⁱⁱ Stephen G. Osborn, Avner Vengosh, Nathaniel R. Warner, and Robert B. Jackson. "Methane Contamination of Drinking Water Accompanying Gas-well Drilling and Hydraulic Fracturing." *Proceedings of the National Academy of Sciences of the United States of America*. N.p., n.d. Web. <<http://www.nicholas.duke.edu/hydrofracking/Osborn%20et%20al%20%20Hydrofracking%202011.pdf>>
- ⁱⁱⁱ Legere, Laura. "Sunday Times Review of DEP Drilling Records Reveals Water Damage, Murky Testing Methods." *Thetimes-tribune.com*. The Times-Tribune, 19 May 2013. Web. 28 Aug. 2013. <<http://thetimes-tribune.com/news/sunday-times-review-of-dep-drilling-records-reveals-water-damage-murky-testing-methods-1.1491547>>.
- ^{iv} Gerken, James. "Texas Barnett Shale Study Finds Elevated Levels Of Heavy Metals Near Natural Gas Extraction Sites." *The Huffington Post*. TheHuffingtonPost.com, 26 July 2013. Web. 28 Aug. 2013. <http://www.huffingtonpost.com/2013/07/26/texas-barnett-shale-study_n_3659907.html>.
- ^v Lustgarten, Abrahm. "Buried Secrets: Is Natural Gas Drilling Endangering U.S. Water Supplies?" *Pro Publica*. Propublica.org, 13 Nov. 2008. Web. 28 Aug. 2013. <<http://www.propublica.org/article/buried-secrets-is-natural-gas-drilling-endangering-us-water-supplies-1113>>.
- ^{vi} Weinhold, Bob. "The Future of Fracking: New Rules Target Air Emissions for Cleaner Natural Gas Production." *EHP*. Ehp.niehs.nih.gov, 2 July 2012. Web. 28 Aug. 2013. <<http://ehp.niehs.nih.gov/120-a272/>>.
- ^{vii} Song, Lisa. "Hazardous Air Pollutants Detected Near Fracking Sites." *Bloomberg.com*. Bloomberg, 03 Dec. 2012. Web. 28 Aug. 2013. <<http://www.bloomberg.com/news/2012-12-03/hazardous-air-pollutants-detected-near-fracking-sites.html>>.
- ^{viii} Finkel, Madelon L., PhD, and Adam Law, MD. "The Rush to Drill for Natural Gas: A Public Health Cautionary Tale." *National Center for Biotechnological Information*. Ncbi.nlm.nih.gov, May 2011. Web. 28 Aug. 2013. <<http://www.ncbi.nlm.nih.gov/pmc/articles/PMC3076392/#bib8>>.
- ^{ix} Brown, David. "Assessing the Risks of Fracking." *Times Union*. Timesunion.com, 9 Mar. 2013. Web. 28 Aug. 2013. <<http://www.timesunion.com/opinion/article/Assessing-the-risks-of-fracking-4342593.php>>.
- ^x "Letters to Governor Cuomo." *Concerned Health Professionals of NY*. Concernedhealthny.org, 27 Feb. 2013. Web. 28 Aug. 2013. <<http://concernedhealthny.org/letters-to-governor-cuomo/>>.
- ^{xi} Ingraffea, Anthony R., Ph.D, P.E. "Fluid Migration Mechanisms Due to Faulty Well Design And/or Construction: An Overview and Recent Experiences in the Pennsylvania Marcellus Play." *Physicians Scientists & Engineers for Healthy Energy*. Psehealthyenergy.org, Jan. 2013. Web. 28 Aug. 2013. <http://www.psehealthyenergy.org/data/PSE__Cement_Failure_Causes_and_Rate_Analaysis_Jan_2013_Ingraffea1.pdf>.
- ^{xii} Claudio Brufatto et al, "From Mud to Cement - Building Gas Wells," *Oilfield Review* 15.3 (Autumn 2003, 62-74).
- ^{xiii} Notte, Jason. "Fracking Leaves Property Values Tapped out." *MSNMoney*. Msn.com, 21 Aug. 2013. Web. 28 Aug. 2013. <<http://money.msn.com/now/post--fracking-leaves-property-values-tapped-out>>.
- ^{xiv} Muoio, Danielle. "Duke Researchers Show Dip in Home Value Caused by Nearby Fracking." *The Duke Chronicle*. Dukechronicle.com, 16 Nov. 2012. Web. 28 Aug. 2013. <<http://www.dukechronicle.com/articles/2012/11/16/duke-researchers-show-dip-home-value-caused-nearby-fracking>>.
- ^{xv} *Elected Officials to Protect New York*. "Elected Officials to Protect NY Declares Fracking a New Unfunded Mandate." Nyelectedofficials.org, 6 Feb. 2013. Web. 28 Aug. 2013. <<http://www.nyelectedofficials.org/elected-officials-to-protect-ny-declares-fracking-a-new-unfunded-mandate/>>.
- ^{xvi} Reilly, Steve. "Document Estimates Fracking's Toll on N.Y. Roads: Repairs Could Cost Hundreds of Millions Annually, It States." *Pressconnects.com*. Pressconnects.com, 26 July 2011. Web. 28 Aug. 2013. <<http://www.pressconnects.com/article/20110726/NEWS01/107260384/Document-estimates-fracking-s-toll-N-Y-roads>>.
- ^{xvii} United States Environmental Protection Agency. "Methane Emissions." *EPA*. Environmental Protection Agency, 31 July 2013. Web. 28 Aug. 2013. <<http://www.epa.gov/climatechange/ghgemissions/gases/ch4.html>>.
- ^{xviii} Schiffman, Richard. "Methane Leaks of Shale Gas May Undermine Its Climate Benefits." *The Christian Science Monitor*. The Christian Science Monitor, 23 June 2013. Web. 28 Aug. 2013. <<http://www.csmonitor.com/Environment/Energy-Voices/2013/0623/Methane-leaks-of-shale-gas-may-undermine-its-climate-benefits>>.
- ^{xix} "Greenhouse Gas Emissions: Greenhouse Gases Overview." *EPA*. Environmental Protection Agency, 31 July 2013. Web. 28 Aug. 2013. <<http://www.epa.gov/climatechange/ghgemissions/gases.html>>.
- ^{xx} Walsh, Bryan. "The Costs of Climate Change and Extreme Weather Are Passing the High-Water Mark." *Time*. Science.time.com, 17 July 2013. Web. 28 Aug. 2013. <<http://science.time.com/2013/07/17/the-costs-of-climate-change-and-extreme-weather-are-passing-the-high-water-mark>>.
- ^{xxi} Christopherson, Susan M. "A Comprehensive Economic Impact Analysis of Natural Gas Extraction in the Marcellus Shale." *Green Choices*. Cornell.edu, May 2011. Web. 9 Sept. 2013. <<http://cce.cornell.edu/EnergyClimateChange/NaturalGasDev/Documents/PDFs/Comprehensive%20Economic%20Analysis%20project.pdf>>.
- ^{xxii} Feser, Edward J., and Stuart H. Sweeney. "Out Migration, Population Decline, and Regional Economic Distress." *Geog.ucsb.edu*. Ucsb.edu, Jan. 1999. Web. 9 Sept. 2013. <<http://www.geog.ucsb.edu/~sweeney/q224/EDAdoc.pdf>>.
- ^{xxiii} "Renewable Energy." *NYS Dept. of Environmental Conservation*. Dec.ny.gov, n.d. Web. 28 Aug. 2013. <<http://www.dec.ny.gov/energy/40899.html>>.
- ^{xxiv} Chan, Julia. "New York to Inject US\$1.5 Billion in NY-Sun Initiative over 10 Years." *PV-Tech*. Pv-tech.org, 11 Jan. 2013. Web. 28 Aug. 2013. <http://www.pv-tech.org/news/new_york_to_inject_us1.5_billion_in_ny_sun_initiative_over_10_years>
- ^{xxv} Weaver, Teri. "NY to Build at Least 360 Electric Vehicle Charging Stations." *The Post-Standard*. Syracuse.com, 11 Apr. 2013. Web. 28 Aug. 2013. <http://www.syracuse.com/news/index.ssf/2013/04/ny_to_build_at_least_360_elect.html>.



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ fax (315) 798-5603

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

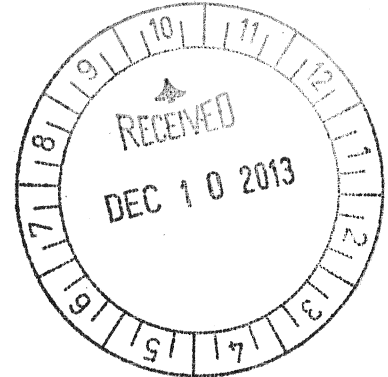
GREGORY J. AMOROSO
COUNTY ATTORNEY

December 9, 2013

FN 20 13 - 427

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

WAYS & MEANS



Dear County Executive Picente:

The attorneys for the County's Law Department have been working diligently to clear up some older open litigation against Oneida County. This has resulted in more settlement payments in this budget year than in the past. Fortunately, the majority of the settlements have been small but the increased volume in the settlements has caused a budget shortfall.

I therefore request the approval of the Board of Legislators for the following 2013 fund transfer:

TO:

AA# A1930.420 - Law Department – Judgments and Claims - \$100,000.

FROM:

AA# A1995.9 - Budget – Special Items - Contingent \$ 100,000.

Respectfully submitted,

Greg J. Amoroso
Gregory J. Amoroso
County Attorney

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

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

Attach.

CC: Comptroller
Budget

Date 12/10/13



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

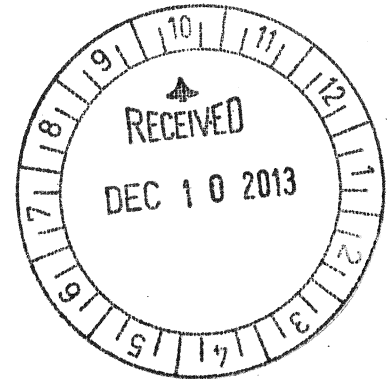
ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

December 9, 2013

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

FN 20 13 - 428

WAYS & MEANS



Dear Board Members:

As promised in the previous legislation, it is my plan to pay off the amortized New York State Retirement payments as soon as possible. The 2012 amortized amount still outstanding is \$2,814,260 plus accrued interest of \$93,222 for a total payment of approximately \$2,907,482. The County has been charged 3.75% interest by the NYS Retirement Fund on its outstanding amount. By paying off this amortized amount early the County can expect to save approximately \$460,305 in interest payments.

I therefore request your Board's approval to increase the following 2013 budget item with the following **2013** supplemental appropriations for the General Fund:

TO:

AA# AVarious CC – 810 Retirement.....	\$ 2,565,552.00
AA# A9924.9 – Transfer to County Road Fund.....	183,564.00
AA# A9926.9 – Transfer to Joint Activities Fund.....	36,721.00
AA# A9930.9 – Transfer to Workforce Development	<u>31,157.00</u>
Total	\$ 2,816,994.00

This supplemental appropriation will be fully supported by unanticipated revenue in:

RA# 889-889-20 - Fund Balance – Retirement Costs.....	\$2,816,994.00
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I also request your Board's approval to increase the following 2013 budget item with the following **2013** supplemental appropriations for the County Road Fund:

TO:

AA# D Fund CC – 810 Retirement	\$ 183,564.00
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This supplemental appropriation will be fully supported by unanticipated revenue in:

RA#D5031-5031 – Transfer From General Fund	\$ 183,564.00
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I also request your Board's approval to increase the following 2013 budget item with the following **2013** supplemental appropriations for the Joint Activities Fund:

AA# K8220.800 Retirement..... \$ 36,721.00

This supplemental appropriation will be fully supported by unanticipated revenue in:

RA#K5031-5031 – Transfer From General Fund \$ 36,721.00

I also request your Board's approval to increase the following 2013 budget item with the following **2013** supplemental appropriations for the Workforce Development Fund:

TO:

AA# J6300.810 Retirement..... \$ 31,157.00

This supplemental appropriation will be fully supported by unanticipated revenue in:

RA#J5031-5031 – Transfer From General Fund \$ 31,157.00

I finally request your Board's approval to increase the following 2013 budget item with the following **2013** supplemental appropriations for the Water Pollution Fund:

TO:

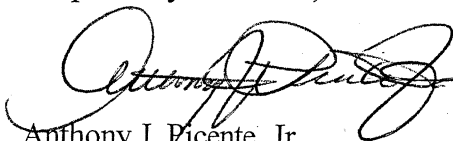
AA# G Various CC -810 Retirement..... \$ 90,491.00

This supplemental appropriation will be fully supported by unanticipated revenue in:

RA#G909 - Fund Balance – \$ 90,491.00

I respectfully request your Board act on this Legislation at your December 11, 2013 Board meeting to realize approximately \$460,000 in interest savings.

Respectfully submitted,



Anthony J. Picente, Jr.
County Executive

CC: County Attorney
Comptroller
Commissioner of DPW
Budget Director

**NEW YORK STATE RETIREMENT AMORTIZATION PAYMENT
DECEMBER 16, 2013**

CC	Acct	Dept	Balance of 2012	
			Amortized Amount	Fund Totals
A1010	810	A1010 Total	24,199.24	
A1110	810	A1110 Total	2,453.00	
A1165	810	A1165 Total	107,060.48	
A1170	810	A1170 Total	58,081.26	
A1173	810	A1173 Total	23,409.98	
A1185	810	A1185 Total	1,296.47	
A1230	810	A1230 Total	13,290.92	
A1310	810	A1310 Total	6,974.76	
A1311	810	A1311 Total	6,864.25	
A1312	810	A1312 Total	9,937.48	
A1313	810	A1313 Total	2,409.59	
A1315	810	A1315 Total	27,024.18	
A1340	810	A1340 Total	6,427.01	
A1345	810	A1345 Total	11,072.03	
A1410	810	A1410 Total	20,065.32	
A1411	810	A1411 Total	36,202.01	
A1412	810	A1412 Total	1,667.21	
A1420	810	A1420 Total	22,524.18	
A1430	810	A1430 Total	13,217.01	
A1450	810	A1450 Total	16,711.86	
A1460	810	A1460 Total	3,959.13	
A1480	810	A1480 Total	3,657.62	
A1490	810	A1490 Total	6,472.08	
A1610	810	A1610 Total	28,710.45	
A1620	810	A1620 Total	37,030.81	
A3020	810	A3020 Total	73,631.80	
A3110	810	A3110 Total	14,346.11	
A3111	810	A3111 Total	4,909.60	
A3112	810	A3112 Total	15,826.40	
A3113	810	A3113 Total	3,421.86	
A3115	810	A3115 Total	36,797.09	
A3117	810	A3117 Total	62,314.00	
A3120	810	A3120 Total	158,238.44	
A3140	810	A3140 Total	92,801.53	
A3141	810	A3141 Total	6,695.96	
A3142	810	A3142 Total	10,782.34	
A3145	810	A3145 Total	3,267.23	
A3146	810	A3146 Total	10,891.43	
A3150	810	A3150 Total	527,099.16	
A3152	810	A3152 Total	1,035.22	
A3313	810	A3313 Total	4,651.02	
A3430	810	A3430 Total	6,143.77	
A3640	810	A3640 Total	7,503.66	
A4010	810	A4010 Total	15,733.13	
A4011	810	A4011 Total	3,070.25	
A4012	810	A4012 Total	17,459.62	
A4015	810	A4015 Total	6,520.35	
A4018	810	A4018 Total	30,213.29	
A4019	810	A4019 Total	4,871.09	
A4021	810	A4021 Total	15,144.83	
A4059	810	A4059 Total	25,926.23	

**NEW YORK STATE RETIREMENT AMORTIZATION PAYMENT
DECEMBER 16, 2013**

CC	Acct	Dept	Balance of 2012	
			Amortized Amount	Fund Totals
A4060	810	A4060 Total	7,676.88	
A4082	810	A4082 Total	24,889.32	
A4089	810	A4089 Total	3,103.94	
A4091	810	A4091 Total	5,188.80	
A4092	810	A4092 Total	2,069.74	
A4310	810	A4310 Total	13,374.41	
A5620	810	A5620 Total	44,390.56	
A6010	810	A6010 Total	197,517.37	
A6011	810	A6011 Total	206,933.88	
A6012	810	A6012 Total	185,524.63	
A6013	810	A6013 Total	93,761.76	
A6014	810	A6014 Total	28,958.09	
A6015	810	A6015 Total	15,802.86	
A6019	810	A6019 Total	2,534.55	
A6510	810	A6510 Total	7,101.53	
A6610	810	A6610 Total	4,318.10	
A6772	810	A6772 Total	13,094.30	
A6773	810	A6773 Total	3,004.63	
A6774	810	A6774 Total	32,695.13	
A7310	810	A7310 Total	8,062.83	
A8020	810	A8020 Total	15,534.49	
				2,565,551.54
D3310	0.81	D3310 Total	13,735.93	
D5010	0.81	D5010 Total	9,723.64	
D5020	0.81	D5020 Total	25,756.23	
D5110	0.81	D5110 Total	134,347.67	
				183,563.47
G8110	0.81	G8110 Total	12,464.59	
G8120	0.81	G8120 Total	4,003.82	
G8130	0.81	G8130 Total	72,337.63	
G8140	0.81	G8140 Total	1,684.20	
				90,490.25
J6300	0.81	J6300 Total	31,156.12	
				31,156.12
K8220	0.8	K8220 Total	36,720.62	
				36,720.62
			\$2,907,482.00	\$2,907,482.00

Office of the Sheriff

County of Oneida



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

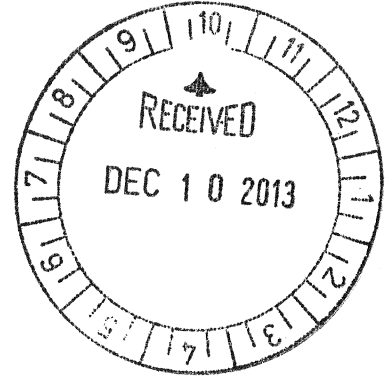
Sheriff Robert M. Maciol

December 10, 2013

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

FN 20 13-439

PUBLIC SAFETY



WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is requesting approval for a contract with Trinity Services Group Inc. for commissary services at the Oneida County Correctional Facility.

The Sheriff's Office has received three bids from vendors for these services. Upon review of the proposals, The Sheriff's Office believes that the proposal by Trinity Services Group Inc. best suits our needs.

Trinity Services Group Inc. is also the new food service provider for the Correctional Facility. They will maintain staff that will be on site if a problem should arise with the kiosks. This will alleviate any issues in a timely manner. No county dollars are in this contract. Monies generated from the Commissary will be used to fund inmate programs.

This Agreement requires Board approval at the Board's December 26, 2013 meeting date.

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

Sincerely,

Robert M. Maciol
Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 12/10/13

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) 736-7046

Correction Division

6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2227

Civil Division

200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-5405

Oneida County Department/Office: Sheriff's Office

Competing Proposal:XXX
Only Respondent:
Sole Source RFP:
Other:

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Trinity Services Group Inc.

Title of Activity or Service: Purchase of Services

Proposed Dates of Operation: 1/1/14-12/31/16

Client Population/Number to be Served: Oneida County Correctional Facility – Inmate population and Correction Officers

Summary Statements

- 1) **Narrative Description of Proposed Services:** Operation of the inmate commissary services at the Correctional Facility
- 2) **Program/Service Objectives and Outcomes:** To offer special food products to the inmates and staff of the Correctional Facility.
- 3) **Program Design and Staffing:** Trinity Services will employ their own staff

Total Funding Requested: \$0

Account #: A3152.1525

Oneida County Dept. Funding Recommendation: Recommend approval.

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

Oneida County Department/Office Staff Comments: There are no County Dollars in this Contract. Monies generated from the sale of special food products will go into the Inmate Commissary Account. This money will be used to fund various inmate programs and ancillary programs to support various inmate programs.

COMMISSARY SERVICES AGREEMENT

THIS AGREEMENT made this 10th day of December 2013 by and between Oneida County through the Oneida County Sheriff's Office, with principal offices located at 6075 Judd Road, Oriskany, NY 13424 ("Client"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity").

WITNESSETH:

WHEREAS, Client has issued a Request for Proposals for Inmate Commissary Services at the Oneida County Correctional Facility ("RFP 2013-125) and Trinity submitted its Proposal ("Proposal") to provide the necessary commissary services; and

WHEREAS, Client desires to avail itself of Trinity's services based on the details offered in their submitted Proposal (see Exhibit A); and

WHEREAS, Trinity is willing, able and qualified to perform such services for Client;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. CLIENT'S GRANT TO TRINITY

Client grants to Trinity, as an independent contractor, the exclusive right to operate the inmate commissary services and provide the inmate trust fund accounting system at the Oneida County Correctional Facility, a division of the Oneida County Sheriff's Office (such location hereinafter referred to as the "Premises" and such Commissary Service hereinafter referred to as "Services").

SECTION 2. TRINITY'S RESPONSIBILITIES

2.1. Pursuant to the provisions of this Agreement, Trinity will operate and manage its Services hereunder at the Premises and keep its Services adequately serviced and supplied with appropriate merchandise of good quality at prices as agreed upon by the parties. Such Services shall meet or exceed the New York State Commission of Correction Standards for Local Correctional Facilities and all memorandum issued by the Chairman for the Commissioner of New York State Commission of Corrections regarding commissary service and all other requirements and set forth and contained in the RFP, which is incorporated herein and made a part hereof by this reference. All terms and conditions stated in Trinity's Proposal are also incorporated herein and made a part hereof by this reference.

2.2. Trinity represents and warrants to the Client that its organization and its employees are duly and fully qualified to provide the service as described.

2.3. Trinity agrees to pay all Federal, state, and local taxes which may be assessed against Trinity's equipment or merchandise while in the Premises, as well as all Federal, state, and local taxes assessed in connection with the operation of its Services at the Premises. Trinity also agrees: (i) to comply with PREA (Prison Rape Elimination Act) standards; (ii) to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; and (iv) meet all guidelines as prescribed by the American Correctional Association. All costs in connection with such taxes

(excluding Client's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a Cost of Business and will be charged to the operation of the business.

2.4. Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper city, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the Client. All persons employed by Trinity will be the employees of Trinity, and not of the Client, and will be covered by employee dishonesty coverage. The Client may refuse access to the Premises to any Trinity employee. Trinity shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees, and hereby indemnifies Client from any liability for such obligation. Trinity agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.

2.5. Trinity shall perform all necessary cleaning of any commissary equipment, preparation areas, and floors in the storage and preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

2.6. All records shall be kept on file by Trinity for a period of ten (10) years after final payment. The Client may audit records relating to expenses for Services provided by Trinity pursuant to this Agreement at any time during the term of this Agreement and through and including twelve (12) months following the expiration or termination of this Agreement. Trinity shall, upon reasonable notice, give the Client, the State of New York or the Client's authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 12 herein.

2.7. Trinity agrees that Trinity's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct on the Premises that Client imposes upon Client's employees and agents.

2.8. Trinity agrees to be responsible for the repair and/or replacement of any equipment lost or damaged due to its employees' negligent acts or omissions but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the Client as defined in Section 3.

2.9. In connection with Services provided hereunder, Trinity shall purchase inventory, equipment, and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. Client does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of Client's Obligations.

2.10. Trinity will provide and install the kiosks and other hardware and software as required by the RFP and detailed in Trinity's Proposal, including, but not limited to the training

requirements. The kiosks, other hardware and software shall meet the standards, including but not limited to, all performance standards and other requirements as stated in the RFP.

2.11. Trinity will allow inmate orders and provide commissary delivery not less than twice per week.

SECTION 3. CLIENT'S RESPONSIBILITIES

3.1. Client shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Services, and shall furnish, without cost to Trinity, all utilities and facilities reasonable and necessary for the efficient performance of Trinity's services hereunder, including, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

3.2. Client shall, at its own cost and expense, provide all equipment, facilities, and floor space as mutually agreed is necessary for the efficient provision of Trinity's Services hereunder. The Client will maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by Client becomes inoperative, hazardous, or inefficient to operate Trinity shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so after a reasonable amount of time after notice of said equipment deficiency. Furthermore, during such time period when the equipment is inefficient, hazardous, or fails to operate Client shall, if applicable, pay the cost of all paper products used during such time period. Client shall permit Trinity to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by Client to Trinity are the sole property of the Client, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the Client.

3.3. Client shall not, during the term of this Agreement nor for one (1) year thereafter, solicit to hire, or contract with any Trinity Employee, manager, director, or officer. The term "Employee" shall collectively mean employees of Trinity, its parent, and affiliated companies. In the event that Client breaches the terms of this provision, Client shall pay Trinity an amount equal to the annual salary of such Employee.

SECTION 4. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto incorporated herein and made a part hereof as if fully set forth in this Agreement.

SECTION 5. INDEMNIFICATION AND INSURANCE

5.1. Mutual Indemnification. Each party shall indemnify, defend, and hold harmless the other, their officers, agents, servants and employees from and against any and all liability losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission of such party (except to the extent caused by the negligent act or omission of the other party, its employees, or agents).

5.2. Trinity Insurance. Trinity shall obtain and maintain insurance as stated in the RFP. The Client shall be named as an additional insured under the insurance policies required by this provision.

5.3. Client Insurance. Client warrants that it has obtained and will maintain insurance for the operation of the Premises, equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

5.4. Certificates of Insurance. Certificates of Insurance for such coverages shall be provided by each party to the other party, naming the applicable party as an additional insured as respects such coverage prior to the commencement of Services hereunder.

SECTION 6. COMMENCEMENT AND TERMINATION

6.1 Unless sooner terminated as provided herein, the term of this Agreement shall be for three (3) years beginning on January 13, 2014. Either party may terminate this Agreement, for any reason, by providing notice of said termination in writing ninety (90) days prior to the proposed termination date.

6.2 If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective thirty (30) days after the end of said sixty (60) day period.

6.3 Upon termination of this Agreement, Trinity shall have no further responsibility to the Client or to any other person with respect to the Services. Upon termination of this Agreement the Client shall be obligated to pay Trinity for services only performed through the date of termination. Following such payment, the Client shall have no further obligations to Trinity under this Agreement.

6.4 Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Trinity, and where applicable, remove its property and equipment and return the Premises to Client, together with all the equipment furnished by the Client pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss.

SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

Trinity shall be an independent contractor and shall retain control over its employees and agents. The employees of Trinity are not, nor shall they be deemed to be, employees of Client and employees of Client are not, nor shall they be deemed to be, employees of Trinity.

SECTION 8. EXCUSED PERFORMANCE

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God or Nature, or

If to Trinity: Trinity Services Group, Inc.
Attn: Legal Department
477 Commerce Boulevard
Oldsmar, FL 34677-3018
Facsimile No. 813-855-2330

With copy to: Stephen A. Hould, Esq.
920 Third Street, Suite 3
Neptune Beach, FL 32266
Facsimile No. 904-247-0295

SECTION 12. CONFIDENTIALITY

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which includes, but is not limited to, menus, recipes, signage, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the term of this Agreement, except that the parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority; or (g) is subject to disclosure under the New York Freedom of Information Law, or other applicable state or federal law, rule or regulation. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

SECTION 13. SIGNATURES

Agreement to, and acceptance of, this Agreement may be made and evidenced by original signatures of both parties hereto.

SECTION 14. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York and any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a "Dispute") not

remedied within thirty (30) days after the parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both parties, may be submitted to binding arbitration in accordance with the American Arbitration Association, Commercial Arbitrative Rules, or a court of competent jurisdiction within the State of New York.

SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

SECTION 17. PROPOSAL INTEGRATION The Proposal as Exhibit A is incorporated herein by this reference and made a part hereof.

SECTION 18. ENTIRE AGREEMENT

The terms of this Agreement, including the attached Exhibit and attached Addendum, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

SECTION 19. INFORMATION TECHNOLOGY SECURITY

In connection with the services to be provided, Trinity Services may need to operate certain information technology systems not owned by the County ("Non-County Systems"), which may need to interface with or connect to County's networks, internet access, or information technology systems ("County Systems"). Trinity Services shall be responsible for all Non-County Systems, and County shall be solely responsible for County Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Trinity Services serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Trinity Services will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-County Systems interface with or connect to County Systems, then County agrees to implement forthwith upon request from Contractor, at its own expense, the changes to the County Systems that Trinity Services reasonably requests and believes are necessary or prudent to ensure Contractor' compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section.

SECTION 20. INTEGRATION

Trinity Services will pay the cost of the initial integration with the software systems identified in the RFP but will not have any liability to pay for future maintenance. In the event any additional third party vendor requests or is required to integrate with Trinity Services systems, the initial integration and all future support and maintenance costs associated with the third party's

integration will be borne by the third party vendor and neither Trinity Services or the Client will be required to contribute to those costs.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Oneida County Sheriff's Office

By: _____

Printed Name: Robert M. Maciol

Title: Sheriff

Date: _____

12/10/13

Trinity Services Group, Inc.

By: _____

Printed Name: Jim Long

Title: CEO

Date: December 9, 2013

Oneida County

By: _____

Printed Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

Date: _____

Approved as to Form

Gregory J. Amoroso, County Attorney

EXHIBIT A

FINANCIAL ARRANGEMENTS-COMMISSARY SERVICES

I. COMMISSARY SERVICES

Trinity will operate its Commissary Services at the Premises for its own account on a profit or loss basis. Trinity shall bear all losses in the event that receipts from the operation of its Services are less than Trinity's Cost of Business. Trinity shall be entitled to all profits in the event that the receipts from the operation of its Services are greater than Trinity's Cost of Business. Trinity Cost of Business shall be determined on an accrual basis by Trinity in accordance with generally accepted accounting principles as consistently applied by Trinity.

Product prices shall remain fixed for the first year. Thereafter, the parties agree to meet annually to review the commissary menu and pricing. The parties agree that the pricing for commissary items shall be consistent with pricing in convenience stores in the market in which the Premises are located. In the event of material cost changes, whether in federal, state or local sales, payroll based or other taxes, labor, employee benefits, merchandise, equipment, the minimum wage rate or benefits or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity having jurisdiction over the parties, it is agreed that Trinity Services shall have the right to adjust its prices to reflect impact of the cost changes. If other material conditions change due to causes beyond Trinity Services' control, including, but not limited to a change in the scope of services, merchandise changes requested by the facility, decreases in inmate population or efforts to organize labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Trinity Services' control, it is agreed that Trinity Services shall have the right to adjust its prices to reflect the impact of the change in circumstances. In the event Trinity Services believes a change in price is required based upon a change of circumstances, it shall submit to the Client a written notice of intent to change the relevant price not less than ten (10) calendar days prior to the date the price change will be implemented. The notice shall include copies of documentation reasonably necessary to document the change in circumstances. Unless the Client submits a written objection to the price change during the ten (10) day notice period, the price change will be made. In the event the Client submits a written objection, it shall include the basis for the objection and the parties agree to meet promptly and negotiate in good faith regarding the requested price adjustment.

All Products shall remain the property of Trinity, with title vested in Trinity until sold.

Trinity shall pay a commission of **THIRTY (30%) PERCENT** to the Client's Inmate Welfare Fund for all Net Sales made by Trinity on the Premises. Net Sales are defined as total gross receipts less all applicable sales tax and postage sales.

II. INVESTMENT

Trinity will fund the purchase and installation of the kiosks and other hardware as described more particularly in the RFP and Trinity's Proposal (Appendix A) and, in the course of that process will incur certain pre-opening expenditures to facilitate the performance of Services (collectively, the "Investment"). The scope and specifications for such Investment are as described in the RFP and Trinity's Proposal. Client shall hold title to all real estate fixtures, equipment, and other items funded by the Investment. The Investment shall be amortized over a period of three (3) years from the Effective Date, calculated at a rate equal to a straight-line depreciation basis. If the Agreement is terminated, regardless whether a permitted termination by either party, prior to the full amortization of the Investment, then Client shall to pay to Trinity

the unamortized portion of the Investment within thirty (30) days of the effective date of termination.

III. TRINITY'S ACCOUNTING TO CLIENT FOR COMMISSARY SERVICES

Trinity will bill the Client weekly for the commissary sales. Payment by the Client will be thirty (30) business days from date of invoice for the billing minus the payable commission.

All costs of collection of past-due amounts including, but not limited to, reasonable attorney's fees and costs, shall be chargeable to and paid by the Client. If after thirty (30) days any past due amount has not been paid, the past due amount will be automatically deducted by Trinity from payable commissions to the Inmate Welfare Fund.

IV. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the condition that Trinity will operate its Services at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Trinity to change the operation or scope of its Services, Client and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.

V. EXECUTORY NATURE OF CONTRACT

This Agreement shall be deemed executor only to the extent of the funding available and the Client shall not incur any liability beyond the funds annually budgeted therefore. The Client may make reductions in this Agreement with the loss or reduction in State Aid or other sources of revenues. If this occurs, Trinity's obligations regarding the Services may be reduced correspondingly.

ADDENDUM

THIS APPENDIX, entered into 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.²

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.³
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).
Oneida County Correctional Facility,
- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
- 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and

Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
 1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

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

6. Worker's Compensation Benefits.

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

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen

who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the

County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

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

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

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

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

16. Gratuities and Kickbacks.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented.

Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

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

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

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

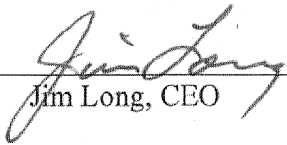
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears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

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

County of Oneida

Contractor

By: _____
Oneida County Executive

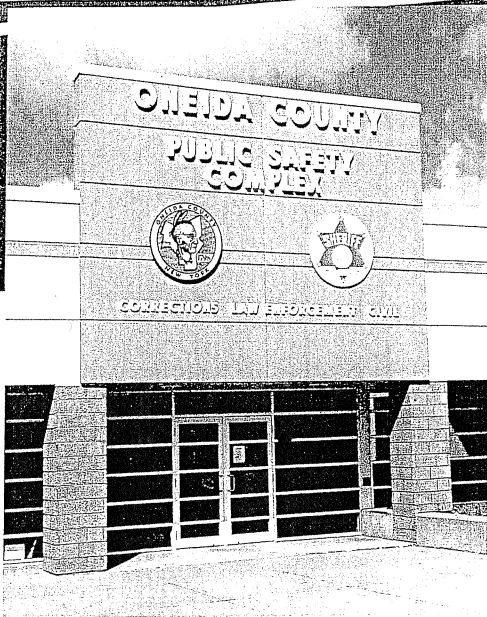
By:  _____
Jim Long, CEO

Approved as to Form only

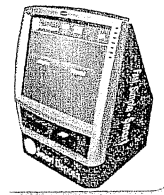
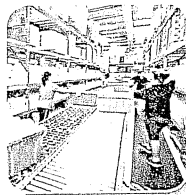
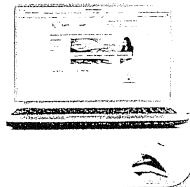
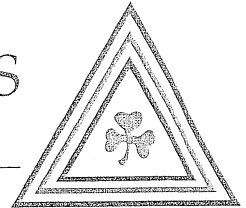
Oneida County Attorney

Exhibit A

Proposal for Correctional Facility Inmate Commissary Services



TRINITY SERVICES
GROUP, INC.



Oneida County Sheriff's Office

RFP # 2013-125

Opening Date and Time:

November 8, 2013, 3PM

COPY



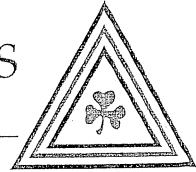
©Trinity Services Group, Inc.

In keeping with our sustainability efforts your proposal is printed
double-sided on Mohawk 100% recycled paper, which is manufactured
entirely with Green-e certified wind-generated electricity.



November 8, 2013

TRINITY SERVICES
GROUP, INC.



Oneida County Sheriff's Office
Chief Deputy Gabrielle Liddy
6075 Judd Road
Oriskany, NY 13424

Dear Chief Deputy Liddy:

Trinity Services Group, Inc. is proud to submit our proposal for the professional management of the Commissary service at the Oneida County Correctional Facility. Trinity Services Group appreciates being awarded the Food Service Contract and is looking forward to partnering with the county for many years to come with the Commissary Services as well.

We are the only company responding to the RFP that has the ability to provide both combined Food & Commissary services for Oneida County. With the synergy of combining both Food and Commissary services, we will have personnel 7 days a week, 365 days a year, at the Correctional Facility to provide superior customer support & service to Oneida County. With additional services and innovative products such as Trinity Takeout and MyCarepack.com, Trinity will help increase services and revenue for the Oneida County Correctional Facility.

The Trinity team is prepared to take over your Commissary service operation and we will be responsive and accountable to the needs of the Oneida County Administration. We take pride in our duties and responsibilities in providing Commissary Services in all of our facilities throughout the United States. Trinity has a team of experts with over 40 years of experience in the corrections Commissary and Food Service Industry with the backing of a multi-billion dollar company that provides the resources necessary to help our clients like Oneida County every day!

TRINITY SERVICES GROUP PLEDGES SUPERIOR SERVICE TO THE ONEIDA COUNTY COMMISSARY

1. Trinity is staffing the Oneida County facility 7 days a week 365 days a year. We are committed to providing top notch service and responsive communication to the Sheriff, Chief, and your correctional staff.
2. A TEAM of FOUR – (1) Frank Tracey is your District Manager for Food Service. He will be working closely with (2) Danielle Tritch, our Commissary Branch Manager. Mr. Tracey is hiring (3) a full time Food Service Director for Oneida. (4) Sean Cavanagh is your regional sales director. This is your Team of 4 professional managers that are assigned to directly to your account to deliver the highest quality Commissary Service in the industry.
3. Frank Tracey has committed his staff to support the Oneida Commissary in times of need.
4. With research conducted at your facility, we learned that your current commissary equipment has several challenges. Trinity will install brand new kiosks with the ability for inmates to have easy access to the Commissary Manuel.
5. We will provide fiscal oversight and accountability & maintain safety and security at all times.

TRINITY TAKEOUT & MYCAREPACK.COM = MORE \$ REVENUE FOR THE ONEIDA COUNTY COMMISSARY

Trinity Services Group is offering a new additional Commissary Food Service program to help the Oneida County. This innovative program, Trinity Takeout, offers specialty food products that inmates & staff can purchase. Trinity Takeout is a great behavior management tool and when implemented can increase annual revenues substantially for your facility.

Online Ordering with MyCarePack.com! This innovative service allows family members to go online and order from our secure commissary and send their loved ones commissary products approved by the Oneida County Correctional Facility.

These innovative services will provide additional revenue to Oneida County which can be used to offset costs in food, or costs in other departments of the Correctional budget. It pays to be creative in today's tough economy and Trinity is here to help our clients!

If Trinity is selected, we are confident that we will provide the best service and value for you, the taxpayers of Oneida County, and the inmates. We welcome any questions you may have and we look forward to providing the Commissary Service to Oneida County Correctional Facility. Please feel free to contact our representative, Sean M. Cavanagh at 724-322-2396 or SeanC@TrinityServicesGroup.com with any questions..

I am authorized to execute a contract with Oneida County, NY.

We sincerely appreciate your business,

A handwritten signature in black ink, appearing to read "Larry Vaughn". The signature is fluid and cursive, written in a dark ink on a white background.

Larry Vaughn, President
Trinity Services Group, Inc.

Executive Summary

Key Points

TRINITY SERVICES GROUP PLEDGES SUPERIOR SERVICE TO THE ONEIDA COUNTY COMMISSARY

Trinity is staffing the Oneida County facility 7 days a week 365 days a year. We are committed to providing top notch service and responsive communication to the Sheriff, Chief, and your correctional staff.

A TEAM of FOUR – (1) Frank Tracey is your District Manager for Food Service. He will be working closely with (2) Danielle Tritch, our Commissary Branch Manager. Mr. Tracey is hiring (3) a full time Food Service Director for Oneida. (4) Sean Cavanagh is your regional sales director. This is your Team of 4 professional managers that are assigned directly to your account to deliver the highest quality Commissary Service in the industry. Frank Tracey has committed his staff to support the Oneida Commissary in times of need. We will have a presence to support your facility

With research conducted at your facility, we learned that your current commissary equipment has several challenges. We will be installing Brand New kiosks with the ability for inmates to have easy access to the Commissary Manuel.

We will provide fiscal oversight and accountability & maintain safety and security at all times.

Introduction

Trinity Services Group is the largest independent, comprehensive food and commissary service provider in the corrections industry. Operating in 33 states, Puerto Rico and the U.S. Virgin Islands, Trinity is committed to providing customized, cost-savings solutions for every size and type of operation. Trinity has been operating for more than 40 years, and we pride ourselves on building personal relationships to better meet your needs. Our approach is distinct—a local focus backed by national resources and expertise.

Qualifications

Trinity has a network of proud and satisfied clients that champion our solution-based philosophy. These valued partnerships include facilities in the State of New York, Pennsylvania as well as facilities throughout the United States. Trinity has a team of experts with over 40 years of experience in the corrections Commissary and Food Service Industry. Trinity's expertise is in our Operations, Finance, Purchasing, Client Relations, and Compliance. Trinity has the backing of a multi-billion dollar company that provides the resources necessary to help our clients like Oneida County every day!

FINDINGS

With research conducted at your facility, we learned that your current commissary equipment has several challenges. Rebooting hardware several times is a major concern along with inmates having trouble accessing the Commissary Manual. We will be installing Brand New kiosks with the ability for inmates to have easy access to the Commissary Handbook.

Discussions with staff informed us that current commissary does not visit the facility adequately enough. Trinity is staffing the Oneida County facility 7 days a week 365 days a year with our food Service. We are committed to providing top notch service and responsive communication to the Sheriff, Chief, and your correctional staff. Frank Tracey has committed his staff to support the Oneida Commissary in times of need as they will be on site every day of the year.



We Understand — Here is Our Plan

We offer a Team Solution, Superior Communication, New Hardware and Innovative Services.

A TEAM of FOUR

(1) Frank Tracey is your District Manager for Food Service. He will be working closely with (2) Danielle Tritch, our Commissary Branch Manager. Mr. Tracey is hiring (3) a full time Food Service Director for Oneida. (4) Sean Cavanagh is your regional sales director. This is your Team of 4 professional managers that are assigned to directly to your account to deliver the highest quality Commissary Service in the industry. Frank Tracey has committed his staff to support the Oneida Commissary in times of need. We will have a presence to support your facility **onsite every day of the year!**

Bill Terry is our Vice President of Commissary Services and is available as a resource for your commissary, along with the Tom Stevens our District Manager. The experience of these key people and the other team members we have assembled will more than meet the needs of this project and provide unparalleled service for your facility.

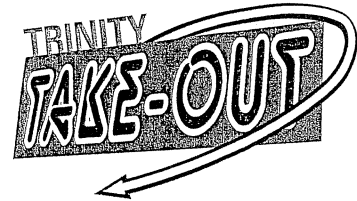
HARDWARE

All new kiosks and hardware will be installed. This will alleviate the current problems on your existing hardware along with the ability to pull up the Commissary Handbook for inmates.

INNOVATIVE SERVICES

TRINITY TAKE-OUT & MYCAREPACK.COM = MORE \$ REVENUE FOR THE ONEIDA COUNTY COMMISSARY.

Trinity Services Group is offering a new additional Commissary Food Service program to help the Oneida County. **Trinity Take-out**, offers specialty food products that inmates & staff can purchase. Trinity Take-out is a great behavior management tool and when implemented and can increase annual revenues substantially for your facility.



Online Ordering with MyCarePack.com

This innovative service allows family members to go online and order from our secure commissary and send their loved ones commissary products approved by the Oneida County Correctional Facility.

These innovative services will provide additional revenue to Oneida County which can be used to offset costs in food, or costs in other departments of the Correctional budget. It pays to be creative in today's tough economy and Trinity is here to help our clients!

Conclusions

Trinity is looking forward to serving Oneida County in the coming years. We appreciate the opportunity to work with the Sheriff, the Chief, and the entire Oneida County Correctional Team. We pledge superior service & communication and we will respond to all of your issues and concerns.

Thank you for the opportunity!

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Experience and Reputation

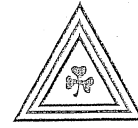
Company Background and Experience

Trinity Services Group, Inc. was formed in August 1990 to provide food service management in institutional and correctional environments, primarily in Florida. Based outside Tampa, Florida, Trinity grew rapidly as word of its focus on high quality and responsiveness spread. By 1995, Trinity had become the predominant correctional food service contractor in Florida. By 2000, Trinity was successfully operating every major Florida county jail food service contract, as well as many Florida Department of Corrections facilities. Trinity decided to expand its operations outside of Florida to maintain its growth.

To facilitate that expansion, Trinity merged with Canteen Correctional Services in April 2000 when Trinity Services Group sold 100 percent of its stock to Compass Group. Its philosophy mirrored Trinity's and they agreed that Trinity would continue to operate under the guidance of founder Larry Vaughn, with all personnel remaining. As a member of Compass Group, Trinity Services continued to focus its efforts on growing the business.

As a result of that continued growth and success, a capital investment group recently acquired Trinity Services Group and merged its name, as well its resources, programs, systems and people with Canteen. Our management team hasn't changed, but it has a renewed commitment to grow and enhance relationships with our clients. Our operations team has sharpened its focus on our core business, and we are confident the team will lead Trinity Services Group and our clients to continued success in the corrections industry.

We are a proven company with over 40 years experience providing commissary services to the industry. In the last few years we have been involved with many state-of-the-art implementations have changed the way the facilities operate for the better. As experts in food and commissary services, we focus on establishing systems that support the custody and control requirements at every facility we serve. Our high standards and professional integrity have enabled us to emerge as the industry leader. Nationwide purchasing power and experience in hundreds of facilities allow us to develop and deliver programs that reflect each client's operational needs and yield favorable results from day one.



TRINITY SERVICES
GROUP, INC.

Trinity has been a leader in providing technology solutions to the corrections market. Today we lead the nation with the number of installed Behind the Bar kiosks. Our software is the standard by which to judge other programs. Our technology is proven and reliable. Ask our clients. We have introduced new programs such as our Trinity Takeout program and our Inmate Mail Program that have provided creative solutions to generate additional revenue. We can't wait to show you! We would service Oneida County Detention center from our 9,336 sq ft Middletown, Pennsylvania warehouse and office.

Corporate Background and Depth of Support

Trinity Services Group employs approximately 2,900 employees in the delivery of food and commissary services. We have been in business for more than 40 years and serve approximately 240,000 inmates every day. Trinity is a member of the American Correctional Association, American Jail Association, National Association of Deputy Wardens, National Sheriff's Association and many County Sheriff Associations nationwide.

Corporate Leadership

Our corporate structure is an enormous resource center, providing a library of knowledge and a storeroom of supplies for our field managers to use. Trinity believes the key to success in our industry is management strength at the local and account level. But we also know that a strong support network is essential, and that is where the corporate staff provides the foundation for success.

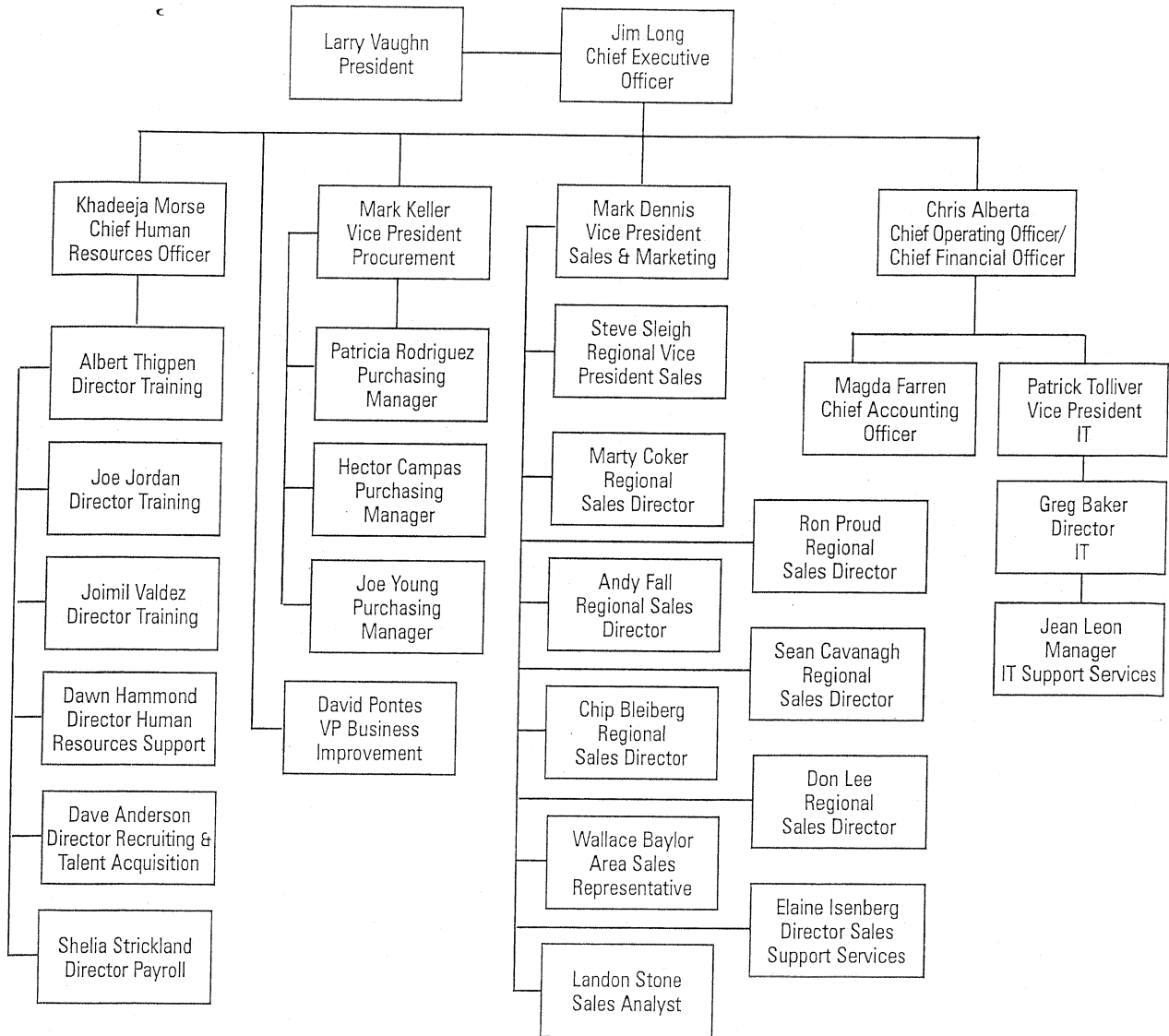
Our field personnel are encouraged to call on corporate departments and personnel to solve problems and provide direction. These professionals and specialists are actively involved with the day-to-day operations of our field organization to ensure top-quality service and financial performance.

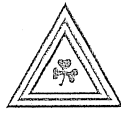
We have included an organizational chart of our key management for your review on the next page.



TRINITY SERVICES
GROUP, INC.

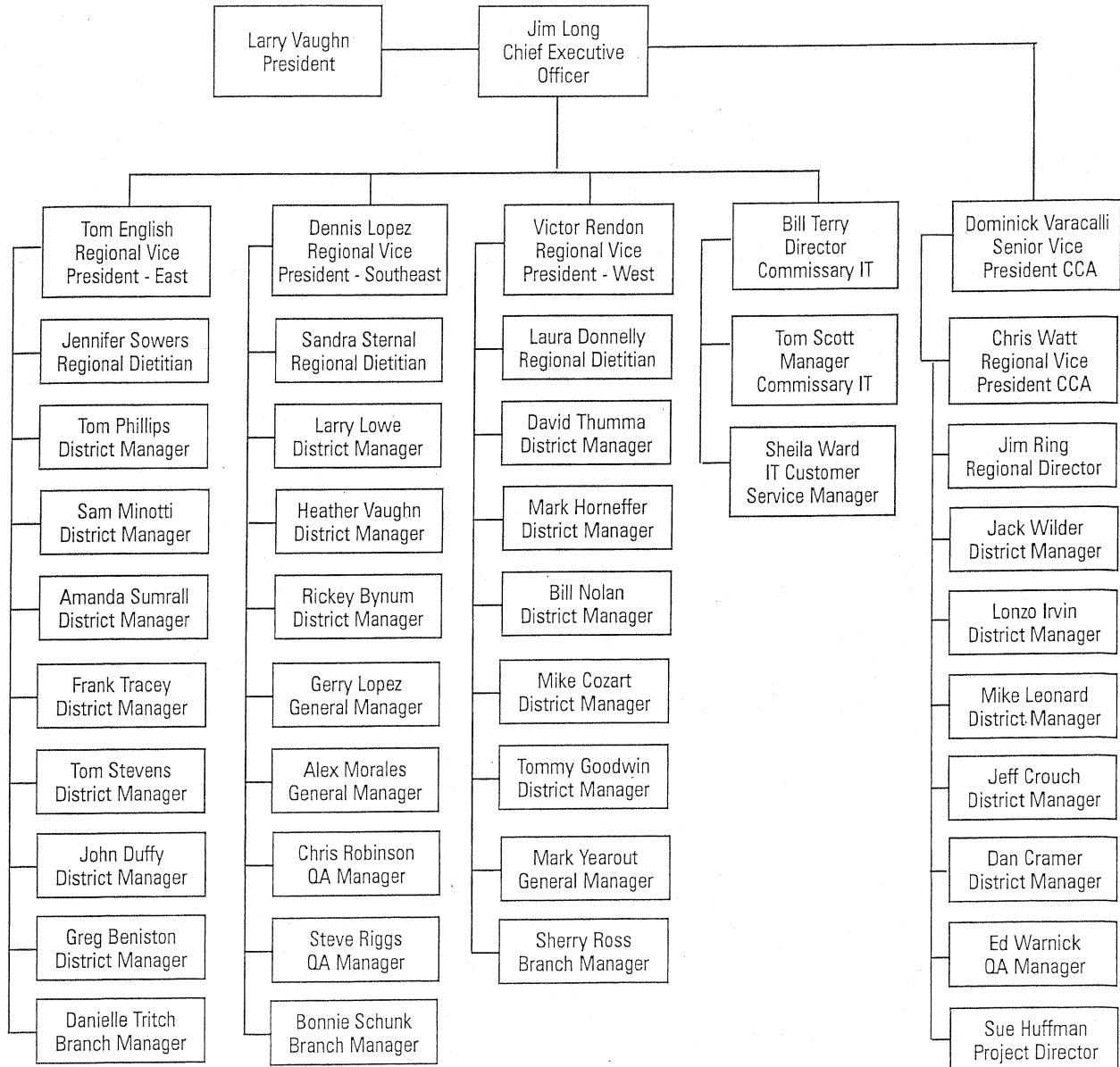
Corporate Support Organization





TRINITY SERVICES
GROUP, INC.

Operational Support Organization





Financial Information

Trinity Services Group, Inc., and Trinity Services I, LLC, (formerly known as the Canteen Correctional Services division of Compass Group, USA, Inc.), (both referred to as "Trinity"), entered into a partnership with a leading investment firm whereby the majority ownership of the organization changed. As of March 30, 2012, HIG Capital, a leading private equity firm, owns 80 percent of the company, while Compass Group will own the remaining 20 percent.

The financial statements of the Canteen Correctional Services division of Compass Group, USA, Inc. were not audited separately, but they were a component of the consolidated financial statements of Compass Group PLC, and they were reviewed by Compass Group's auditors in the preparation of Compass Group's audited financial statements. The audited financial statements of Compass Group PLC for 2010 and 2011 are included on the enclosed CD.

Trinity Services Group's 2012 audited financials are now available for half of the year 2012, post-acquisition, and are also included on the enclosed CD. We have supplied the Proforma below for the full year 2012. Because Trinity Services Group is a private company and private equity owned, **our financial information should be treated as confidential.**

TRINITY SERVICES GROUP, INC
PRO FORMA INCOME STATEMENT
TWELVE MONTH PERIOD ENDED SEPTEMBER 27, 2012
CONFIDENTIAL

	Six - Month Ended March 28, 2012 (Unaudited)	Six - Month Ended September 27, 2012 (Audited)	Twelve Month Pro Forma
Revenues	\$ 168,537,112	\$ 177,476,718	\$ 346,013,830
Cost of revenue and other expenses	<u>157,722,856</u>	<u>163,849,366</u>	<u>321,572,222</u>
Income before other income (expense)	10,814,256	13,627,352	24,441,608
Other income (expense)			
Other income	-	179,434	179,434
Interest expense	-	(4,837,035)	(4,837,035)
Acquisition costs	-	(3,811,291)	(3,811,291)
Management fee expense	-	(382,115)	(382,115)
Depreciation and amortization	<u>(1,210,832)</u>	<u>(4,444,189)</u>	<u>(5,655,021)</u>
	<u>(1,210,832)</u>	<u>(13,295,196)</u>	<u>(14,506,028)</u>
Income before provision for income taxes	9,603,424	332,156	9,935,580
Provision for income taxes	<u>3,950,000</u>	<u>190,972</u>	<u>4,140,972</u>
Net Income	<u>\$ 5,653,424</u>	<u>\$ 141,184</u>	<u>\$ 5,794,608</u>

Litigation History

Because Trinity operates in correctional settings, it is a party to litigious actions from time to time in the ordinary course of its business. However, the terms of such litigious actions are generally confidential and those proceedings will not affect Trinity's ability to perform or fulfill any of its obligations under a contract with Oneida County Sheriff's Office. In the event Oneida County Sheriff's Office requires more detail to be compliant with your RFP specifications, we can provide further information on a confidential basis.



D. Experience

References

Lake County, Waukegan, IL

Chief Wathen
20 S. County St.
Waukegan, IL 60085
Jail Administrator
847-377-4083
Number of years Serviced – 2 years
Operate jail commissary, inclusive of Canteen Manager (Fiduciary), Inmate Order kiosk (ASK), Lobby and Booking kiosk

Lexington Fayette Urban County Government Community Corrections, Lexington, KY

Gina Dulin
600 Old Frankfort Circle
Lexington, KY 40510
ginad@lexingtonky.gov
Business Manager
859 425-2711
ginad@lexingtonky.gov
Number of years Serviced – 9 years
Operate jail commissary, inclusive of Canteen Manager (Fiduciary), Inmate Order kiosk (ASK), Lobby and Booking kiosk, MyCarePack, Trinity Hot Cart

Dane County, Madison, WI

Lieutenant Alecia Rauch
608 284-6109
rauch@danesherriff.com
115 W Doty
Madison, WI 53703
Number of years Serviced – 2 years
Operate jail commissary, inclusive of Canteen Manager (Fiduciary), MyCarePack

Marion County Jail, Indianapolis, IN

Major Royce Cole
317-327-1441
royce.cole@indygove.org
40 S Alabama St.
Indianapolis, IN 46204
Number of years Serviced – 2 years
Complete operation of the commissary operation

Polk County Jail, Des Moines, IA

Dillon Kraft
1985 NE 51st Place
Des Moines, IA 50313
515 323-5461
dillon.kraft@polkcountyiowa.gov
Began service July 2013
Transitioned from Swanson Commissary Services
Complete operation of the off-site commissary operation.
Orders are packaged and delivered from the Trinity warehouse in Dane County (Madison) WI.

Food Service Contract References in NY

Montgomery County Sheriff's Office

200 Clark Drive
Fultonville, NY 12072
Sheriff Michael Amato
518-853-5561
Started: 7/1/11
Annual Revenue: \$160,000.00
The Sheriff says he is saving \$100K since switching to Trinity

Franklin County Sheriff's Office

45 Bare Hill Road
Malone, NY 12953
Sheriff Kevin Mulverhill
518-483-6766
Started: 10/1/13
Annual Revenue: \$160,000.00
Contract just began, it is too soon to determine the savings to the county



References

Facility: Chesterfield County Prison
Address: PO Box 758
Chesterfield, VA 23832
Contact Person: Clay Bowles
Title: Chief of Administrative Services
Phone: (804) 717-6511
Population: 300
Date of Award: 12/15/2008
Type of Service: Offsite Commissary, Onsite
Distribution, Food Service, Accounting Program,
Lobby Kiosk, MyCarePack.com
ACA
Annual Commissary Sales - \$289,574.00

Facility: Franklin County Prison
1804 Opportunity Avenue
Chambersburg, PA 17201
Patrick Ryan, Warden
717-264-9513
Population 450
Offsite commissary
Date of Award: 04/01/2007
Type of Service: Food and Off Site Commissary,
(7) Inmate Kiosks, MyCarePack.com
ACA
Annual Commissary Sales - \$317,079.00
JMS/Phone – DSI/ITI

Facility: Mifflin County Prison
103 West Market Street
Lewistown, PA 17044
Bernie Zook, Warden
717-248-1130
Population: 175
Offsite Commissary
Contract Start Date: 09/01/2008
Type of Service: Food Service and Off Site Com-
missary Ordering - ITI phone ordering
ACA
Annual Commissary Sales - \$82,498.14
JMS/Phone – DSI/ITU

Facility : Schuylkill County Prison
230 Sanderson Street
Pottsville, PA 17901
Gene Bernadier, Warden
570-628-1456
Population: 405
Offsite Commissary, Scanning, Moving towards
ITI phone ordering
Annual Commissary Sales - \$288,080
ACA, JMS/Phone – DSI/ITI

Facility: Valley Metro Barbosa
4520 Federal Drive
Batavia, NY 14020
Gail Brabon, Business Manager
585-344-5148
Population: 566
Offsite Commissary
Annual Sales - \$306,800

Additional References

Gwinnett County Georgia Sheriff's Office and Detention Center

2900 University Parkway NE
Lawrenceville, Georgia 30043

A & S Commissary Services/Trinity Services Group started commissary service for the Gwinnett County Sheriff's Office in 1987 at the County Jail located on Hi Hope Road in Lawrenceville, Georgia. At that time Gwinnett County housed approximately 200 inmates and was a self-operating commissary run by the Sheriff's Office.

Gwinnett County, Georgia progression timeline:

- In 1991, Gwinnett County built a new 576 bed facility
- In 1997, Gwinnett County "doubled bunked" the facility for a population of 1,274.
- In 2004, Gwinnett County added a "new" tower with additional bed space of 1,440.
- Total population is currently 2,765 with the possibility of an additional 1,440 if a new tower is constructed.
- From 1987 thru 2011 we used the Detention Centers "Syscon" Accounting System.
- In September 2011 we installed our Inmate Banking Software, Canteen Manager.
- In September 2011 we installed 75 Inmate Kiosks with the following features: Inmate Handbook –Check Balance–Commissary Ordering –General Ledger —
- With the Kiosk installation sales increased almost 15%
- Messaging will be added at a future time upon client request.
- On 3/13/2012 Smart Deposit was started including two lobby kiosks and On-line deposits.
- On 3/26/12 MyCarePack.com was started and an additional \$4,500.00 - \$5,000.00 a week in sales has been achieved.

Col. Don Pinkard is the Jail Administrator, and can be contacted at donald.pinkard@gwinnettcountry.com or (770) 619-6670. The Inmate Account Director is Kimberly Rapien and she can be contacted at kimberly.rapien@gwinnettcountry.com or (770) 619-6597.

Harris County Sheriff's Office

1200 Baker Street
Houston, Texas 77002

Trinity Services Group started service to the Harris County Sheriff's Office (HCSO) in April, 2013. The unique partnership between Trinity and the HCSO consists of a three-phase project that updates the department to our latest technology offerings. The Harris County Sheriff's Office is the third largest jail in the United States, consisting of three buildings housing approximately 8,800 inmates.

Phase One Deployment: Trinity's Canteen Manager inmate fiduciary system was configured and customized for Harris County. The transition occurred at 3:00 a.m. on a Sunday morning, and all accounts balanced to the penny. Canteen Manager uses a proprietary interface to pull data from the HCSO JMS. We also deployed five SmartDeposit Lobby Kiosks that have handled up to \$28,000.00 per day in cash and credit card transactions.

Phase Two Deployment: A custom Purchase Module for Canteen Manager, Booking Kiosks, Release Cards, online services and additional enhancements to Canteen Manager are being deployed. Booking Kiosks will be a combination of traditional Booking Kiosks and our unique Pre-Booking Kiosks. Our Release Card program was tailored to Harris County requirements.

Phase Three Deployment: Over 400 of our ASK Inmate Kiosks will be deployed throughout the facilities. Functionality will include commissary ordering, inmate handbooks, our ACA-compliant Grievance/Request system and Inmate General Ledger Viewing. Trinity's system experts have worked closely with HCSO financial personnel to tailor a fiduciary/banking system that meets and exceeds the HCSO's complex requirements.

Please contact Mr. Michael Lanham, CFO for the Sheriff's Department, at (713) 755-1808 for more information.



Utah County Sheriff's Department

3075 Main Street

Spanish Fork, Utah 84660

Contact: Lieutenant Nancy Killian

(801) 851-4204

Nancyk@utahcounty.gov

Utah County is one of the original facilities utilizing our current generation of correctional technology. We believe very strongly in designing systems that meet the needs of correctional facilities and actively solicit feedback from our clients. The Utah County Sheriff's Department has been instrumental in providing valuable feedback as we deployed new systems, often serving as a field test operation.

- Average population of 850-900 inmates
- A fully wireless environment supporting 32 ASK inmate kiosks, in service for over three years.
- The first facility to deploy "Kiosks-on-a-Cart" in their Medical Unit. Also wireless and using inverter/batteries for increased mobility.
- Full use of our Canteen Manager Inmate Banking system
- Lobby and Booking Kiosks, evolving from second generation devices to our proprietary SmartDeposit Kiosks
- Online MyCarePack ordering and online SmartDeposit funds management for families and friend of inmates
- Inmate Release Cards integrated with our Canteen Manager system

Broward County Sheriff's Department

2451 NW 16th Street

Pompano Beach, FL 33069

Contact: Lisa Fuentes, Business Manager

Office: (954) 831-5906

Cell: (954) 658-8283

lisa_fuentes@sheriff.org

Contract since: October 2009

Inmate Population: 4,800

Offsite Commissary

- Lobby Kiosks featuring Deposits and MyCarePack sales on the kiosks EZCARD AND KIOSK.
- Inmate Kiosks and Kiosks on a cart, featuring Ordering, Bulletin Board (in development), Inmate Handbook, Inmate Ledger
- 178 Inmate Kiosks installed in four (4) facilities
- ACA-compliant, multi-tiered Grievance System on kiosks
- Facility specific multi-tiered Inmate Request System on kiosks
- MyCarePack web sales (www.MyCarePack.com)
- Call Center Deposits and Web Deposits

Lee County Sheriff's Office

2115 Martin Luther King Blvd.

Fort Myers, FL 33901

Contact: Thomas W. Ellegood, Bureau Commander

(239) 477-1573

Contract since: August 1999

Two (2) detention facilities with two (2) kitchen operations and full commissary services

Inmate Population – 2,800

Escambia County Sheriff's Office

2935 North "L" Street

Pensacola, FL 32501

Commander Fred Kennedy

(850) 436-9920

Contract since: June 2001

Two (2) detention facilities with one (1) kitchen operation and full commissary services

Inmate Population – 1,800

Louisville/Jefferson County Metro Government

400 South 4th Street

Louisville, KY 40202

Contact: Asst. Director Dwayne Clark

(502) 574-2013

Full Commissary Services Contract since 2009

Inmate Population – 2,100

List of Facilities with Ask Kiosks Currently in Use

County	Facility Name	Address	City	State	Zip	Phone	County	Facility Name	Address	City	State	Zip	Phone	County	Facility Name	Address	City	State	Zip	Phone	County	Facility Name	Address	City	State	Zip	Phone	County	Facility Name	Address	City	State	Zip	Phone	County	Facility Name	Address	City	State	Zip	Phone
Oneida	Oneida County Sheriff's Department	5325 Boulder Boulevard	Dublin, CA	94568	925-551-6500	925-551-6889	CA	94568	925-551-6889	Dublin, CA	94568	925-551-6889	CA	94568	925-551-6889	ASK Server	10																								
Oneida	Oneida County Commissary	7375 South Potomac Street	Centennial, CO	80112	903-394-8267	720-874-3000	CO	80112	720-874-3000	Centennial, CO	80112	720-874-3000	CO	80112	720-874-3000	ASK Server	60																								
Oneida	Oneida County	652 Morrow Park Drive	Winder, GA	30080	770-531-1178	770-307-3090	GA	30080	770-307-3090	Winder, GA	30080	770-307-3090	GA	30080	770-307-3090	ASK Server	7																								
Oneida	Oneida County	104 Zena Dr.	Cartersville, GA	30121	770-381-5050	770-381-5050	GA	30121	770-381-5050	Cartersville, GA	30121	770-381-5050	GA	30121	770-381-5050	ASK Server	23																								
Oneida	Oneida County	2451 NW 18th St	Pompano Beach, FL	33069	954-862-2011	954-862-2011	FL	33069	954-862-2011	Pompano Beach, FL	33069	954-862-2011	FL	33069	954-862-2011	ASK Server	176																								
Oneida	Oneida County	835 Ernest Bliss Drive	Jackson, GA	30233	770-775-8316	770-775-8316	GA	30233	770-775-8316	Jackson, GA	30233	770-775-8316	GA	30233	770-775-8316	ASK Server	9																								
Oneida	Oneida County	400 West 8th Street	Anniston, GA	30201	256-237-4731	256-237-4731	GA	30201	256-237-4731	Anniston, GA	30201	256-237-4731	GA	30201	256-237-4731	ASK Server	14																								
Oneida	Oneida County	5842 Hwy 41	Ringgold, GA	30276	706-952-2424	706-952-2424	GA	30276	706-952-2424	Ringgold, GA	30276	706-952-2424	GA	30276	706-952-2424	ASK Server	11																								
Oneida	Oneida County	150 Chatham Drive	Canton, GA	30115	678-493-4167	678-493-4167	GA	30115	678-493-4167	Canton, GA	30115	678-493-4167	GA	30115	678-493-4167	ASK Server	10																								
Oneida	Oneida County	1000 Ward Street	Martinez, CA	94553	925-754-1447	925-754-1447	CA	94553	925-754-1447	Martinez, CA	94553	925-754-1447	CA	94553	925-754-1447	ASK Server	10																								
Oneida	Oneida County	540 Grelson Trail	Newnan, GA	30263	770-254-8858	770-254-8858	GA	30263	770-254-8858	Newnan, GA	30263	770-254-8858	GA	30263	770-254-8858	ASK Server	14																								
Oneida	Oneida County	800 W. State Street	Farmington, UT	84025	801-451-4251	801-451-4251	UT	84025	801-451-4251	Farmington, UT	84025	801-451-4251	UT	84025	801-451-4251	ASK Server	21																								
Oneida	Oneida County	912 Spring Creek Road	Bainbridge, GA	39817	770-926-4972	228-248-3044	GA	39817	770-926-4972	Bainbridge, GA	39817	770-926-4972	GA	39817	770-926-4972	ASK Server	11																								
Oneida	Oneida County	6840 W. Church Street	Douglasville, GA	30134	770-942-2121	770-942-2121	GA	30134	770-942-2121	Douglasville, GA	30134	770-942-2121	GA	30134	770-942-2121	ASK Server	39																								
Oneida	Oneida County	4000 Justice Way	Castle Rock, CO	80109	303-814-7022	4000 Justice Way	CO	80109	303-814-7022	Castle Rock, CO	80109	303-814-7022	CO	80109	303-814-7022	ASK Server	18																								
Oneida	Oneida County	155 Johnson Ave.	Fayetteville, GA	30214	770-716-4720	155 Johnson Ave.	GA	30214	770-716-4720	Fayetteville, GA	30214	770-716-4720	GA	30214	770-716-4720	ASK Server	8																								
Oneida	Oneida County	2007 Justice Lane	Bumell, FL	32110	386-437-4116	2007 Justice Lane	FL	32110	386-437-4116	Bumell, FL	32110	386-437-4116	FL	32110	386-437-4116	Cloud ASK	4																								
Oneida	Oneida County	3894 Opportunity Ave	Chambersburg, PA	17201	717-236-6415	3894 Opportunity Ave	PA	17201	717-236-6415	Chambersburg, PA	17201	717-236-6415	PA	17201	717-236-6415	ASK Server	8																								
Oneida	Oneida County	2700 US Hwy 41	Calhoun, GA	30701	706-519-6603	2700 US Hwy 41	GA	30701	706-519-6603	Calhoun, GA	30701	706-519-6603	GA	30701	706-519-6603	ASK Server	14																								
Oneida	Oneida County	2000 University Pkwy.	Lawrenceville, GA	30043	770-619-6603	2000 University Pkwy.	GA	30043	770-619-6603	Lawrenceville, GA	30043	770-619-6603	GA	30043	770-619-6603	ASK Server	68																								
Oneida	Oneida County	1000 Detention Dr.	Clarksville, GA	31201	847-377-4115	1000 Detention Dr.	GA	31201	847-377-4115	Clarksville, GA	31201	847-377-4115	GA	31201	847-377-4115	ASK Server	4																								
Oneida	Oneida County	1700 Barber Rd.	Gainesville, GA	30507	770-531-6954	1700 Barber Rd.	GA	30507	770-531-6954	Gainesville, GA	30507	770-531-6954	GA	30507	770-531-6954	ASK Server	37																								
Oneida	Oneida County	1694 Barber Rd.	Gainesville, GA	30507	770-531-6872	1694 Barber Rd.	GA	30507	770-531-6872	Gainesville, GA	30507	770-531-6872	GA	30507	770-531-6872	ASK Server	5																								
Oneida	Oneida County Jail	20 S County Street	Waukegan, IL	60085	847-377-4115	20 S County Street	IL	60085	847-377-4115	Waukegan, IL	60085	847-377-4115	IL	60085	847-377-4115	ASK Server	23																								
Oneida	Oneida County Commissary	110 Riverside Road	Stirling, CO	80751	970-322-1373	110 Riverside Road	CO	80751	970-322-1373	Stirling, CO	80751	970-322-1373	CO	80751	970-322-1373	Cloud ASK	8																								
Oneida	Oneida County	385 E. Main Street	Dalhousie, GA	30533	706-864-0414	385 E. Main Street	GA	30533	706-864-0414	Dalhousie, GA	30533	706-864-0414	GA	30533	706-864-0414	ASK Server	8																								
Oneida	Oneida County	423 Blount Ave.	Guntersville, GA	35976	256-571-7840	423 Blount Ave.	GA	35976	256-571-7840	Guntersville, GA	35976	256-571-7840	GA	35976	256-571-7840	ASK Server	8																								
Oneida	Oneida County	450 Saint Emanuel St	Mobile, AL	36603	251-574-4700	450 Saint Emanuel St	AL	36603	251-574-4700	Mobile, AL	36603	251-574-4700	AL	36603	251-574-4700	ASK Server	60																								
Oneida	Oneida County	700 10th Street	Columbus, GA	31901	706-633-4258	700 10th Street	GA	31901	706-633-4258	Columbus, GA	31901	706-633-4258	GA	31901	706-633-4258	ASK Server	44																								

3. Resumes for the key personnel to be involved in providing services to the County.

Confidential

RESUME OF William Terry, Regional Vice President - Commissary

Summary

Extensive, multifaceted experience in contract food services – correctional, college, business and industry, and vending – developed through working in information technology and operations management positions for:

Trinity Services Group, Inc./Canteen Correctional Services (Compass Group) April 2001 to present
Correctional Foodservice Management June 1991 to April 2001
Szabo Correctional Services (ARAMARK) March 1989 to June 1991
Service America Corporation August 1973 to March 1989
Catering Management Inc. Sept. 1968 to June 1972

Experience

Trinity Services Group April 2001 to present

Director, Information Technology

- Support existing technology
- Support services including training, installations & setups, purchasing of technology-related hardware/ software, hands-on support and maintenance of unit networks, equipment repairs and setups
- Enhance existing technology
- Upgrades, ongoing integration of technology and operations, improve utilization of programs, training, ongoing development of support systems. Development of mission-specific support manual and support website.
- Software specialization
- Microsoft Access, Microsoft Office, Macromedia Dreamweaver, Adobe Acrobat, CCS FMMP, CCS ProfitMax, support of Microsoft operating systems

Correctional Foodservice Management June 1991 to April 2001

Director of Technical Support

January 1996 to April 2001

- Supported existing technology
- Supported services including training, installations & setups, purchasing of all technology-related hardware/software including development of Requests for Bids and license agreements, hands-on support and maintenance of all networks, hands-on support & maintenance of voicemail and intranet, equipment repairs and setups.
- Enhanced existing technology
- Upgrades, ongoing integration of technology and operations, improved utilization of programs, training, ongoing development of support systems
- Developed new technology initiatives, systems and processes
- Concept development, strategic planning, implementation, enterprise-wide solutions, development of ancillary or bridge proprietary software, programming specific need software



Confidential

District Manager, Southern District June 1991 to January 1996

- Responsible for supervising all financial and operational aspects of contract food operations at facilities in four states with combined revenues in excess of \$3,000,000. Two of the operations ran inmate commissaries and laundry/housekeeping chemical supply programs. Interacted with corporate staff in sales, including soliciting new business, preparing proposals and performing bid surveys. Participated on new account opening teams throughout the company.
- Provided technical support and systems development for operations with computers. This included writing computer applications specific to the needs of the company.

Szabo Correctional Services (ARAMARK) March 1989 to June 1991

Senior Food Service Director, Santa Rita Jail, Dublin, CA July 1990 to June 1991

Responsible for total food services at Szabo's largest account, including inmate feeding program, staff dining room, full service bakery, and catering.

Food Service Director, Forsyth County Jail, Winston- Salem, NC March 1989 to July 1990

Responsible for food services at Reynolds Health Center, providing service to Forsyth County Jail and to Winston-Salem Meals on Wheels. Designed, wrote and installed computer applications for the company.

Service America Corporation August 1973 to March 1989

District Food Manager, Greensboro, NC October 1987 to March 1989

Greensboro Vending District: responsible for manual food operations (cafeterias) and central commissary in Greensboro. Commissary was primarily involved in elderly nutrition programs as well as carrying out extensive catering. Oversaw merging of the food departments of two districts into one functioning department. Developed and introduced several custom-designed computer applications for the district.

District Food Director for Greensboro Vending District..... January 1981 to October 1987

Responsible for up to 12 manual food operations (cafeterias) and central commissary.

Food Services Manager, Burroughs-Wellcome Company corporate headquarters, Durham, NC January 1980 - January 1981

Food Services Manager, Gardner-Webb College, Boiling Springs, NC..... June 1979 - January 1980

Food Services Manager, Firestone Tire & Rubber Company, Albany, GA.....April 1976 - June 1979

Assistant Manager/Interim Unit Manager/Operations Manager

University of North Carolina, Chapel Hill, NC..... August 1973 - April 1976.

Catering Management IncSeptember 1968 - June 1972

Assistant Manager; Hiram College and Ithaca College

Awards

Compass Group ABC Be-A-star

2004

Education

Hiram College, Hiram, OH Bachelor of Arts

Guilford Technical Community College, Randolph Community College, Durham Vocational College

RESUME OF Frank Tracey, District Manager

Confidential

Experience

Trinity Services Group, Inc./Canteen Correctional Services 1996-Present

General Manager

- Area Manager for four correctional institutions
- Meet and exceed ACA standards
- Prepare financial reports
- Maintain budget

Chartwells

Food Service Director

- Served 13 schools daily
- Operations Manager for four summer camps

Bateman

Assistant Manager

- Elderly Nutrition Program
- Served 6,000 meals daily

Republic Management/Servomation, Stoneham, MA July 1994-1996

Assistant Director of Operations

Prospect Café, West Hartford, CT May 1992-July 1994

First Cook

Education

Central Connecticut State University, New Britain, CT

Major: Marketing



RESUME OF Thomas A. Stevens, District Manager

Confidential

Experience

Trinity Services Group, Inc./Canteen Correctional Services 2003-Present
District Manager

Total P&L responsibilities for all Commissary Operations for the Eastern Division. Position encompasses Inmate Commissary distribution to 22 separate facilities.

Compass Group USA, Inc./Eurest Dining Services
District General Manager

Total P&L responsibility for 14 Full Service Dining Facilities. In addition to day to day operations supported the Region with new unit opening tasks, manager training, staff evaluations and training, new concept implementation and installation of new equipment and/or remodel of existing facilities.

Criteria Corp. Indianapolis 2001-2003
General Manager/Franchise Consultant

Total P&L responsibility for full service, casual theme restaurant in addition to developing/opening franchise concepts. Worked with owner to develop new franchise units to include assisting franchisee with menu development, hiring and training of all new staff. Assisted with equipment installation, new store openings and inventory control.

Volume Services America, South Bend, IN 1998-2001
General Manager

Total P&L responsibility for all Food and Beverage operations within the Convention Center, Morris Performing Arts Center and all annex full service operations. Upscale events and extremely large formal wedding market (60 plus per year).

Volume Services America, Indianapolis, IN 1996 to 1998
Director of Food & Beverage

Responsible for all food and beverage operations in the Indiana Convention Center, RCA Dome and all 100 Luxury Suites in Stadium.

Criteria Corp. Indianapolis, IN 1990 to 1996
Vice President of Operations

Total responsibility for twelve full service and fast food restaurants in a four (4) state area. Developed and implemented new franchise concept.

ARA Services, Indianapolis, IN 1981 to 1990
District Manager

Total P&L responsibility for up to twenty three (23) multi-concept locations which included both manual and vending services within a three state area, in addition to all client relations at each unit. Directly involved with over 50 million dollars of new sales business including the writing and presentation of sales proposals.

Education

Perdue University — *Restaurant/Hotel Management*

William Rainey Harper Junior College — *Culinary Arts Program*

Arlington High School, Arlington Heights, IL

RESUME OF Danielle Lees Tritch, Branch Manager

Confidential

Summary

- Extensive experience in the customer relations industry
- Love to learn and always up to a challenge
- Work well in a team environment as well as on my own.

Experience

Trinity Services Group, Inc. / Canteen Correctional Services, Inc., Camp Hill, VA September 2003 - present
District Manager

- Promoted from supervisor to warehouse manager to branch manager
- Responsible for all aspects of the operation from client relations to employee issues.
- Certified in Human Resource issues as well as driving a forklift

Gallagher Bassett, Mechanicsburg, VA February 2000 - July 2003
Adjuster

- Responsibilities included client, claimant, legal and medical relations.
- Certified in worker's compensation.

Pennsylvania Higher Education Assistance Agency, Harrisburg, PA January 1998 - February 2003
Senior Loan Representative

- Handled telephone requests.
- Oversaw three employees.

Awards

2005 Be-A-star



Replacement of Key Staff During Absence

Whenever possible, normal operating procedures and schedules will be followed. At the discretion of the general manager, Trinity associates may be called upon to work additional hours as the situation warrants; schedules may be altered dependent upon the nature of the situation.

The staffing requirements for Oneida County Sheriff's Office are a responsibility that we gladly assume. With operations across the region, we can, and do, pool personnel resources to help cover staffing requirements.

Please review our Reference listing and note that several facilities are close to Oneida County Sheriff's Office.



Job Descriptions

Position Title: General Manager

Basic Job Function: This position of responsibility involves all aspects of the everyday management of the commissary. Position requires the ability to supervise employees and inmates. Requires working independently with supervision from the contract site administrator.

Education and Experience:

- High school diploma required
- Three years' experience in corrections
- Post-secondary courses beneficial

Related Experience:

Knowledge of basic work-area operations and procedures

Supervisory, technical and accounting experience

This position holder must abide by Trinity Services Group, Inc. Policies and Administrative Guidelines and be able to apply the essential skills to perform the typical duties listed in this job description. It is the responsibility of every employee to inform his/her supervisor regarding the need for reasonable accommodation.

Typical Duties

- Knowledge and understanding of procedures and requirements
- Process commissary orders
- Supervise filling of orders by inmate workers
- Ensure delivery of commissary orders to inmates in accordance with facility policies
- Keep accurate records
- Maintain accurate inventory
- Perform office duties including answering phone, knowledge of daily participation, and routine filing of documents
- Ensure efficient operation including employee/inmate time schedule adjustments and assignment
- Ability to make changes and suggestions that increase inmate satisfaction when necessary
- Participate in employee meetings and training programs
- Assist in maintaining standards of service by conducting ongoing evaluations
- Investigate and respond to complaints
- Assist with applicable preventive maintenance programs to protect the physical assets of the program
- Maintain a security function, which protects the assets of the operation and the personal safety of staff and inmates
- Manage in compliance with established policies and procedures
- Manage in compliance with local, state, and federal laws and regulations
- Follow safety procedures to ensure an accident-free work place
- Enforce and follow sanitation standards and cleaning standards
- Manage to provide consistent service
- Responsible for weekly inventory purchases
- Ensure on-time deliveries
- Be active in associated professional organizations
- Review for accuracy and sign all timesheets and leave requests
- Maintain accurate records as required by governing agencies
- Responsible for securing the facility at the end of each shift
- Proper ordering of supplies as needed
- Establish and maintain good rapport with staff, administrators and public
- Strive to continually upgrade skills using appropriate methods
- Perform all other duties as assigned by supervisor



Essential Skills

Physical Demands – Employee must be able to:

- Stand for limited periods of time
- Walk for extended periods of time
- Frequently bend, stoop, twist, reach, grasp, push, pull, climb, squat, kneel, etc.
- Use hand strength to handle objects, tools, or controls
- Perform moderate lifting – up to 50 pounds
- Have the manual dexterity to prepare documents and use office equipment
- Use weight-bearing equipment to perform heavy lifting over 100 pounds
- Perform repetitive movement of fingers and hands for keyboarding
- Climb/descend full flights of stairs

Sensory Abilities – Employee must have these abilities:

- Visual acuity to read
- Visual, verbal, and hearing acuity to interact with others
- Interpersonal skills to communicate with others
- Appropriate language
- Proper manners

Work Environment – Employee must be able to:

- Perform effectively in a variety of conditions
- Perform effectively around inmates in a correctional facility
- Primarily work indoors
- Perform effectively in a noisy environment
- Maintain a safe and sanitary environment

Temperament – Employee must be able to perform:

- Effectively in a collaborative team environment
- Cooperatively, congenially and be service-oriented in an environment with frequent interruptions
- Under various pressures
- Effectively with people of various ages
- Patiently, maturely, and be caring with others

Cognitive Ability – Employee must have the ability to:

- Follow written and verbal instructions
- Complete assigned tasks with minimal supervision
- Perform independently within the limits of assigned responsibility
- Handle stressful situations with others
- Organize and manage your work area
- Be self-motivated
- Give instructions to others
- Handle stressful situations with others

- Manage and prioritize multiple tasks effectively
- Assess how others can benefit from your help
- Use correct grammar, sentence structure and spelling
- Use written communication effectively
- Perform mathematical computations
- Be flexible in dealing with others
- Handle cash and accurately count money

Specific Skills – Employee must have the ability to:

- Learn and use new technology effectively
- Implement changes
- Be flexible
- Format reports for clarity and content
- Know basic first aid
- Appropriately handle confidential information
- Create and understand accounting entries
- Analyze general and subsidiary accounts
- Use leadership skills and managerial skills
- Schedule and perform routine operations
- Supervise and instruct others in activities
- Use laws relating to security of operations and activities
- Handle routine and emergency situations effectively
- Follow a time schedule
- Know the Heimlich maneuver

License/Location Specific Requirements:

- Motor Vehicle
- Division of Corrections Security Clearance

Comments:

- Must be a friendly, helpful personality and be able to perform in a fast-paced work environment with many disruptions, and to do so with a high degree of accuracy.
- Strive constantly to promote the safety, health, and comfort of inmates, staff, and co-workers.
- Possess maturity and ability to effectively deal with stressful situations with all ages and types of people.
- Needs emotional stamina to function under pressure in a fast-moving environment and complete daily operational duties
- Must be friendly, helpful, and patient while working with others and be able to interact effectively with others.

Evaluation:

Employee will be evaluated annually according to policy.

Position Title: Commissary Associate

Supervisor: Commissary General Manager

Basic Job Function: This is a responsible position involving the delivery of fulfilled commissary orders directly to the inmates; this position also provides support to the commissary general manager. Position requires the ability to supervise employees and inmates. Requires working independently with supervision from the commissary general manager.

Education and Experience:

- High school diploma required
- Three years experience in corrections
- Post-secondary courses beneficial

Related Experience:

Knowledge of basic work area operations and procedures

Good organizational skills, self-confidence and good customer service skills

This position holder must abide by Trinity Services Group, Inc. Policies and Administrative Guidelines and be able to use the essential skills to perform the typical duties listed on this job description. It is the responsibility of every employee to inform his/her supervisor regarding the need for reasonable accommodation.

Typical Duties:

- Knowledge and understanding of procedures and requirement
- Supervise filling of orders by inmate workers
- Deliver commissary orders to inmates in accordance with facility policies
- Ensure verification of inmate IDs during delivery process
- Ensure receipt of inmate signature on invoices
- Correct any order errors/deficiencies; report any credits needed to commissary general manager
- Keep accurate records

- Assist in inventory management and monthly review
- Perform office duties including answering phone, knowledge of daily participation, and routine filing of documents
- Able to make changes and suggestions that increase inmate satisfaction when necessary
- Participate in employee meetings and training programs
- Assist in maintaining service standards by conducting ongoing evaluations
- Investigate and respond to complaints
- Assist with applicable preventive maintenance programs to protect the physical assets of the program
- Maintain a security function, which protects the assets of the operation and the personal safety of staff and inmates
- Manage in compliance with established policies and procedures
- Manage in compliance with local, state, and federal laws and regulations
- Follow safety procedures to ensure an accident-free work place
- Enforce and follow sanitation standards and cleaning standards
- Be active in associated professional organizations
- Responsible for securing the facility at the end of each shift
- Establish and maintain good rapport with staff, administrators and public
- Strive to continually upgrade skills using appropriate methods
- Perform all other duties as assigned by supervisor

Essential Skills:

Physical Demands – Employee must be able to:

- Stand for limited periods
- Walk for extended periods
- Frequently bend, stoop, twist, reach, grasp, push, pull, climb, squat, kneel, etc.
- Use hand strength to handle objects, tools, or controls
- Perform moderate lifting – up to 50 pounds
- Have the manual dexterity to prepare documents and use office equipment



- Use weight-bearing equipment to perform heavy lifting over 100 pounds
- Perform repetitive movement of fingers and hands for keyboarding
- Climb/descend full flights of stairs

Sensory Abilities – Employee must have the ability to use:

- Visual acuity to read
- Visual, verbal, and hearing acuity to interact with others
- Interpersonal skills to communicate with others
- Appropriate language
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Work Environment – Employee must be able to:

- Perform effectively in a variety of conditions
- Perform effectively around inmates in a correctional facility
- Primarily work indoors
- Perform effectively in a noisy environment
- Maintain a safe and sanitary environment

Temperament – Employee must be able to perform:

- Effectively in a collaborative team environment
- Cooperatively, congenially and be service-oriented
- In an environment with frequent interruptions
- Under various pressures
- Effectively with people of various ages
- Patiently, maturely, and be caring with others

Cognitive Ability – Employee must have the ability to:

- Follow written and verbal instructions
- Complete assigned tasks with minimal supervision
- Perform independently within the limits of assigned responsibility
- Handle stressful situations with others
- Organize and manage your work area
- Be self-motivated
- Give instructions to others
- Handle stressful situations with others
- Manage and prioritize multiple tasks effectively
- Assess how others can benefit from your help
- Use correct grammar, sentence structure and spelling
- Use written communication effectively
- Perform mathematical computations
- Be flexible in dealing with others

Specific Skills – Employee must have the ability to:

- Interact with the inmate population in an effective and professional manner
- Learn and use new technology effectively
- Implement changes
- Be flexible
- Format reports for clarity and content
- Know basic first aid
- Appropriately handle confidential information
- Create and understand accounting entries
- Analyze general and subsidiary accounts
- Use leadership skills and managerial skills
- Schedule and perform routine operations
- Supervise and instruct others in various activities
- Use laws relating to security of operations and activities
- Handle routine and emergency situations effectively
- Follow a time schedule
- Know the Heimlich maneuver

License/Location Specific Requirements:

Motor Vehicle

Division of Corrections Security Clearance

Comments:

- Must be a friendly, helpful personality and be able to perform in a fast-paced work environment with many disruptions, and to do so with a high degree of accuracy.
- Strive constantly to promote the safety, health, and comfort of inmates, staff, and co-workers.
- Possess maturity and ability to effectively deal with stressful situations with all ages and types of people.
- Needs emotional stamina to function under pressure in a fast-moving environment and complete daily operational duties.
- Must be friendly, helpful, and patient while working with others and be able to interact effectively with others.

Evaluation:

Employee will be evaluated annually according to policy.

E. Vendor's Proposal

Operating Plan

Trinity Services Group has included a variety of responses and information in our Proposal that as a whole constitutes our overall operating plan for this project. Our philosophy is to provide you with What is Important To You, which is primarily driven by the communication of information in the specifications and our discussions at the bidders conference.

Upon review of our Proposal, we encourage you to allow time for a meeting with us to fully discuss the information presented to ensure that our services meet your expectations, and more importantly, to openly discuss the added benefits that can be realized by having Trinity Services Group as your Commissary partner.

Commissary Scope of Work

Trinity Services Group has carefully and thoroughly reviewed the RFP requirements. We have made some general statements regarding operating plans on the following pages. Trinity Services Group has been servicing the inmate commissary needs of correctional institutions for many years now in an efficient and professional manner and is uniquely qualified to understand the RFP requirements.

Specifications of Items Offered through the Commissary

Trinity is responsible for the complete management of the commissary program from ordering to delivery. We would provide service to the Oneida County Correctional Facility from our Middletown, Pennsylvania 9,336 SF warehouse and office, located at 1144 Eisenhower Blvd., Suite 100, Middletown, PA 17057. We agree to purchase, receive and store all commissary products offered to the inmates from this secured warehouse. As a working practice Trinity inspects all products received at the warehouse for wholesomeness and expiration dates. Canteen has traditionally purchased name brand items to ensure product familiarity and better quality of products offered.

Order Fill Rate

Trinity uses the Canteen SDS Warehouse Manager system in sync with the Canteen Manager ITFAMS, which keeps track of all orders and inventory. This valuable tool allows Trinity to have a fill rate and accuracy rate of 98.5%. This system ensures that a first In/First Out inventory rotation policy is adhered to. In the event of an error in an order, delivery staff are provided with back up products from which they can provide a suitable substitute item if agreeable - if not we move towards the credit processing procedure. In the event we have storage space on location, we also will store small quantities of items to enable delivery staff to replace sort items.

Delivery

Trinity agrees to provide commissary services once per week to Oneida County Correctional Facility. Our current level of service will accommodate a delivery turnaround (from order processing to delivery to the inmate) equal to the current schedules in place. This method of service ensures the maximum commission returned to the department while providing the highest level of inmate satisfaction. We have found that a rapid turnaround on delivery of orders provides the following benefits:

- Maximizes revenue as a result of greatly reducing undeliverable orders due to inmate movement or release.
- Provides the highest levels of inmate satisfaction due to the short turnaround times.
- Reduces the redelivery of orders minimizing staff involvement and disruption.



Methods Available for Commissary Ordering

We welcome the Department's inspections at anytime for any aspect of our services, vehicles and warehouse. In fact we encourage you to tour our facilities at anytime. For your convenience, we also provide you access to our warehouse video security cameras via the internet so at anytime your staff can view orders being pulled and packed.

Trinity's proposal is based on the list of items we have provided in our Proposal. Trinity will always secure the approval of the Department before any item is placed on the list for sale. The items and prices on this list are negotiable - please allow us to customize it to your utmost satisfaction.

Inmate Ordering Procedures

Trinity has contacted Black Creek and confirmed that we can interface with their systems. Black Creek would expose web services for the Canteen Manager to gather new and updated inmate information. Canteen Manager would display web services for Black Creek to pull individual inmate balances on an as needed basis.

Inmate Delivery Procedure

Trinity will deliver commissary orders on a weekly basis according to the established schedule.

Unique Security Procedures

During each step of the process; order assembling, order verification, order packing and distribution are all handled by different Trinity associates. This allows total autonomy for each and every order we process. No one in the process can identify what inmate they are packing for until the distribution phase. This eliminates any opportunity to introduce contraband to a friend or acquaintance, or to be asked to do so. The process we follow will not allow that to happen.



Procedures for Dealing with Inmate/Staff Complaints

We ask that issues be directed to the manager, who will investigate, assess, and assign responsibility. The manager will respond to the inmate/associate within 24 hours. Should the manager deem it prudent, he/she will visit with the inmate/associate to discuss the complaint following the response in writing. The manager will resolve any issues and take immediate corrective action. A documented resolution and response will be issued within 24 hours. All facets (from the issuance of the complaint to the complete satisfaction and resolution) of complaint/grievance will be tracked, documented and maintained in permanent records. The manager will not close the file until he/she has assessed the matter and determined all steps have been taken, all parties informed and the matter is resolved.

Trinity's associates will have a container of back-up items with them during the delivery process so that missing/incorrect items can be easily replaced at time of delivery. This system has proven very successful; inmate satisfaction increases and grievances decrease. If a system is being operated on-site, replacement of commissary items not in the back-up supply can be accomplished the same day as well.

Trinity's associates will observe all of the facility's security and safety policies and procedures during the delivery process and will follow any directives that Oneida County Detention staff give them.

Minimizing the Potential for Inmate Litigation

We prevent inmate litigation through a structured plan – the process that is documented in this proposal (purchasing, production, quality control, special diet tracking, temperature logs, meal assessments, procedures, tracking and documentation kept on file) – as well as prompt responses to grievances and immediate corrective action. We also readily participate in any meetings the facility requires with inmates.

Emergency Contingency Plan

Whenever possible, normal operating procedures and schedules will be followed. At the discretion of the commissary administrator, Trinity associates may be called upon to work additional hours as the situation warrants. Commissary delivery schedules may be altered depending on the nature of the emergency situation.

In the event of an emergency or disaster situation that precludes normal commissary ordering functionality, Trinity has warehouses throughout the country that can be called upon to provide support to your facilities. All facility information (menu, pricing, restrictions) is maintained by Trinity and can be downloaded to one of our distribution facilities in event of emergency. The orders can be assembled and shipped to our commissary staff for distribution to the inmates, ensuring continued service during an emergency situation.

In the event of a localized emergency, Trinity's foodservice and commissary personnel would support both contractual functions. Trinity's commissary, as a general rule, will have products on hand to fill at least three days' worth of orders.



Sample Transition Plan

This is a sample timeline. Please note dates can be compressed or expanded to meet the requirements of CLIENT.

Award of Contract	Begin recruitment of qualified commissary personnel
Contract Execution – 30 days out	Begin programming interface Order necessary computer equipment and peripherals Order lobby kiosks – delivery TBD Finalize menu Walk through facilities; develop order/delivery schedule for commissary Identify designated area for trash/cardboard removal Discuss transition with client and incumbent vendor to ensure seamless changeover
4 weeks out	Final determination of commissary product vendors Final determination of paper/office supply vendor(s) Prepare training materials/policy and procedure manuals Order MyCarePack marketing materials (optional) Arrange relocation of management candidates (if necessary) Continue interface development
3 weeks out	Meet with facility training manager to arrange for new employee orientation to satisfy contractual obligations Meet with facility liaison(s) to review transition plan to date Continue interface development, initial testing Finalize staffing charts and work schedules for Trinity associates Finalize any dietary/medical or other commissary restrictions with medical staff and liaison(s) Order petty cash or purchasing card for commissary manager Order vendor number for commissary services
2 weeks out	Personnel clearance Finalize software interface – testing Arrange travel for opening team Order Trinity personnel uniforms Finalize inmate worker list Review paperwork/accounting/billing requirements Print commissary menus/order scan forms
1 week out	Site-specific staff training (i.e. policies/procedures) Place initial product orders Place office supply orders Finalize commissary operating manual Arrange for “dry run” of product receiving; delivery to inmates
Transition Week	Opening/transition team on-site to oversee all transition functions and operations Install Trinity computer equipment and peripherals Interface implementation Receive product and organize commissary stockroom Implement MyCarePack (optional)

Ordering Systems

Scantron

Scan forms along with commissary menus will be provided for inmate use in ordering commissary. A Trinity associate will pick up and scan the menu forms.

Trinity Services Group, Inc. will receive inmate balance files from Canteen Manager and our proprietary Warehouse Management System (WMS) and will combine the scan file with the balance file to generate the commissary orders/pick lists. Our software does not allow any inmate to order beyond his/her account balance. Our WMS also monitors indigent status and allows or doesn't allow inmates who meet the indigent criteria to order.

After order processing, a sales file will be returned for posting to the inmates' accounts in the Canteen Manager. Our WMS will generate the order pick list, which also serves as the invoice to be signed by the inmate upon receipt of his/her commissary order.

Our WMS retains all historical records of commissary sales. Numerous reports can be generated including: sales analysis reports, product history reports, sales reports, item analysis reports, inventory reports, and much more.

Commissary Order Form / Request

Trinity Services Group, Inc.

2675991

Start left to right

INMATE NUMBER									
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4	4	4	4	4	4	4	4	4	4
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9	9	9	9	9	9	9	9	9	9

Date / /

Print Inmate Name _____

Inmate Signature' X _____

Facility/Housing Unit _____

INSTRUCTIONS

- Make dark marks that fill the oval completely.

WRONG MARKS

RIGHT MARK

EXAMPLE

1 Yellow Tablets
8 X 11

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1

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3	3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4	4
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2

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9	9	9	9	9	9	9	9	9	9

3

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9	9	9	9	9	9	9	9	9	9

4

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7	7	7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9	9	9

*Inmate signature authorizes the transfer of funds for the purchase of the above order. Sales tax added where applicable.

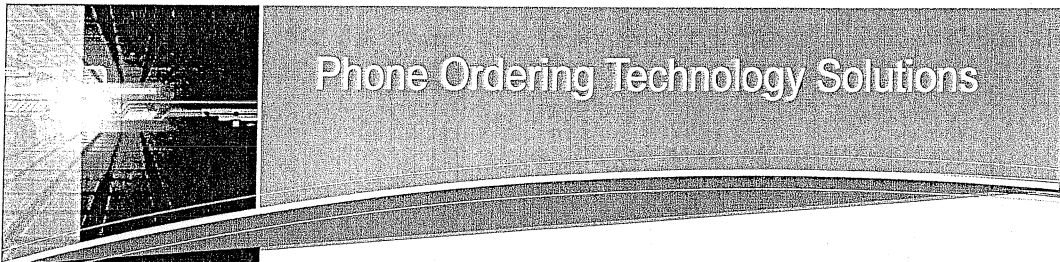
Mark Rules® Terms by NCS Pearson EM-204270-1:854321 Printed in U.S.A.



Ordering By Telephone

The CAPS system was developed exclusively by Trinity Services Group to fully automate the commissary ordering process. Inmates can enter their orders without paper forms and without intrusive kiosk systems. Inmates use easy-to-follow prompts to select items while the system tracks the available balance. The system is seamlessly integrated with our exclusive inmate banking system to efficiently complete the order cycle. The CAPS phone ordering system allows you to efficiently collect orders, minimize paperwork and save time.

Totally paperless ordering lets your phone system do more. Orders are validated during the order entry process, giving inmates feedback to order only permitted items. During packaging, orders go through a final verification to ensure only approved products are delivered to your facility. Fast to set up, easy to use, the CAPS system is the perfect commissary solution when kiosks and other options may not be practical.



Phone Ordering – Solved!

Delivering targeted, innovative solutions to real-world challenges.

PHONE TECHNOLOGY

A unique design, tailored to the specific needs of the corrections environment. Simple to follow key-press commands guide residents through placing their commissary order.

WHAT IS VoIP?

Voice over Internet Protocol (VoIP), is a technology that allows phone communications using a high speed Internet connection instead of regular (analog) phone line.

EASE OF USE

- ✓ Simple to deploy
- ✓ No more paper order forms
- ✓ No staffing requirements
- ✓ Highly secure



WHAT IS "CAPS" PHONE ORDERING?

The "CAPS" system was developed exclusively by Trinity Services Group to fully automate the commissary ordering process. Now, residents can enter their own orders without paper forms and without intrusive kiosk systems. Residents use easy to follow prompts to select items while the system tracks available balance. Seamlessly integrated with Trinity's exclusive inmate banking system to efficiently complete the order cycle. The CAPS phone ordering system allows you to efficiently collect orders, minimize paperwork and save time!

BENEFITS TO YOUR FACILITY

Totally paperless ordering lets your phone system do more! Orders are validated during the order entry process, giving residents feedback to order only permitted items. During packaging, orders go through a final verification to ensure only approved products are delivered to your facility. Fast to set up, easy to use, the

- Seamless phone ordering platform
- Based on the latest VoIP technology
- No special phone requirements – works with any inmate calling system
- Complete security – orders can only be viewed by Trinity and your facility
- Full integration with the inmate banking platform
- Designed for the most demanding corrections environment – yours!

TRUSTED AUTOMATION

The One thing that makes Trinity Services Group different is experience. Trinity is a pioneer in the corrections industry. Using refined development and testing methods, the entire family of Trinity technology products can be implemented with confidence. Industry-leading technology combined with industry-leading customer service makes Trinity stand apart.

Trinity...where automation and simplicity come together.

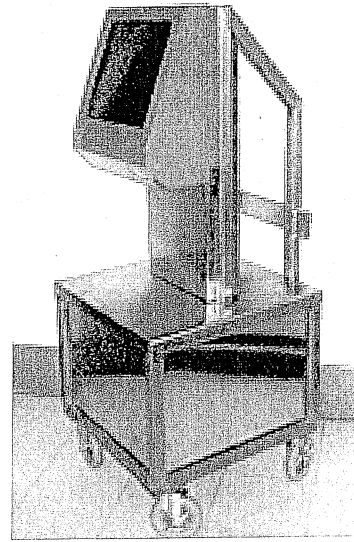
TRINITY SERVICES
GROUP, INC.



ASK Inmate Kiosk Solution

Trinity Services Group has developed and deployed its proprietary ASK (Administrative Services Kiosk) system specifically for correctional facilities. We build and supply our kiosks to survive the demanding rigors of a correctional environment, including hotswap kiosks to reduce on-site maintenance time, Elo SecureTouch monitors, Wyse thin-client computers and other features to "inmate-proof" them. The system is based on a thin-client, closed network concept so almost no software lives on the kiosk itself. The kiosks are flexible enough to fit into any environment, including wireless, and can accommodate features such as ID barcode scanning and biometric identification. ASK software is designed to be robust yet easy for an inmate to use. The state-of-the-art ASK software is feature rich and has the capability to accommodate client needs, including Inmate Handbooks, Inmate Grievance Submission, Inmate Request Forms, Inmate Mail and full Inmate Ledgers. Built-in functionality allows us to modify the software to meet specific client needs.

The newest member of our kiosk family is the Kiosk-on-a-Cart: our standard ASK kiosk mounted on a stainless steel cart specially designed and fabricated by us for use in a correctional environment. The Kiosk-on-a-Cart was created in response to client requests for a mobile kiosk with a self-contained power source that can be used in a wireless or wired facility. It is another example of our flexibility to adapt to the needs of the correctional industry.

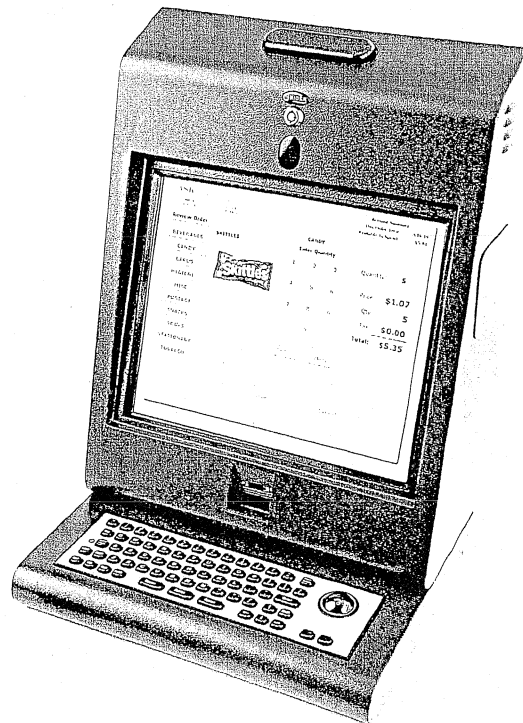


provides connectivity with a minimum amount of disruption to the complex's infrastructure.

Detailed site visits and research, as well as in-depth discussions, would be required to ascertain what solution, or combination of solutions, would work best for your facility. The same applies to determining the cost of installation and deployment. Trinity Services Group has the technical expertise available and our systems have the flexibility to allow you to decide on a solution that will work best in your environment.

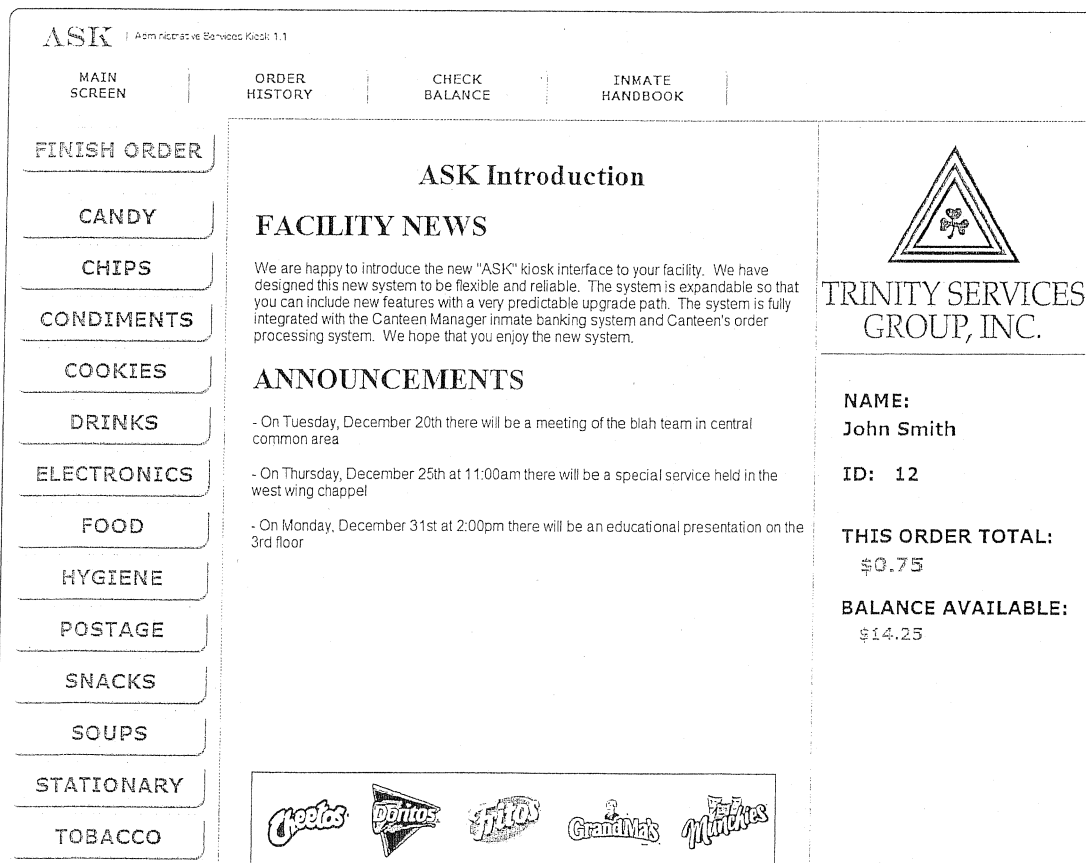
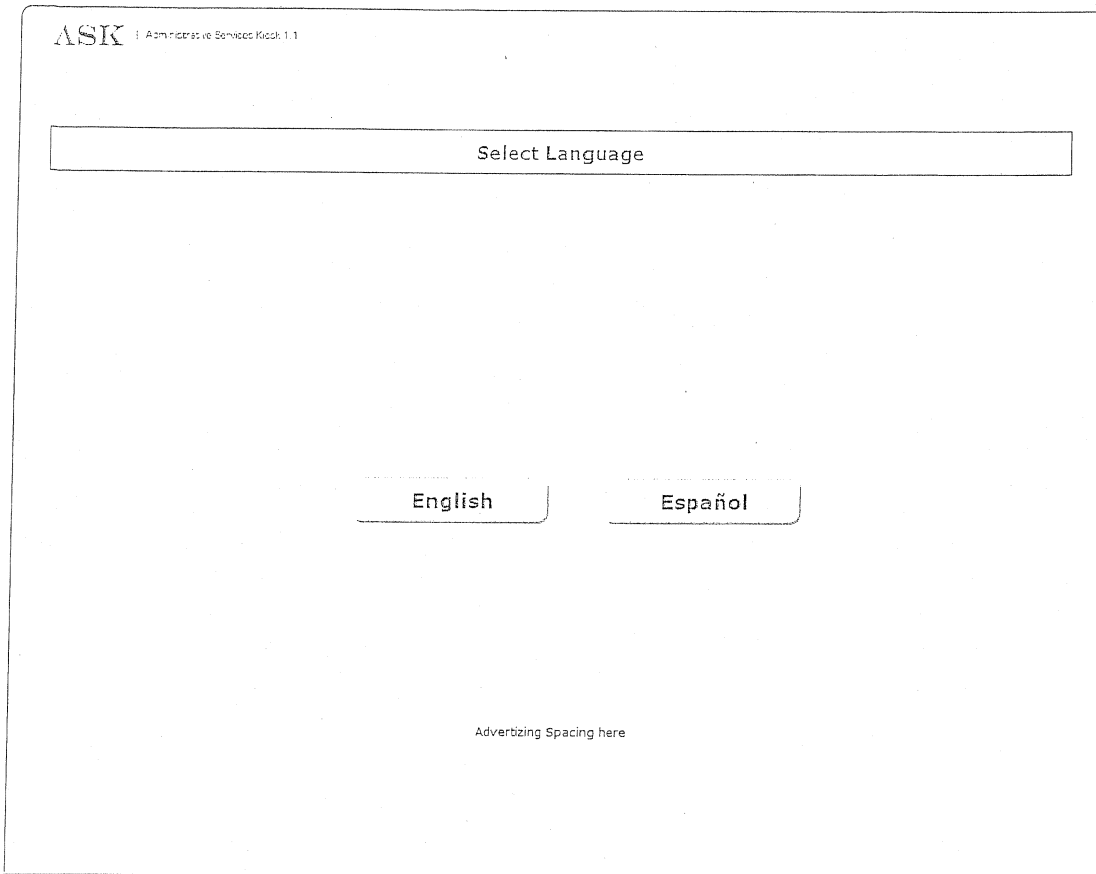
Networking

All kiosks require connectivity to a central resource, usually a server or cluster of servers in each facility. Since the kiosks are in a secure correctional environment, it is important that their access to the outside world is tightly controlled. Trinity Services Group recommends a closed network that only allows the kiosks to communicate to the server within their complex. The connectivity can be accomplished in a number of ways. If an infrastructure already exists that has wired connectivity to areas close to the kiosks, our network architects can work with local IT staff to design a network grid that will allow the kiosks to communicate with the addition of relatively inexpensive cable runs or access points to the kiosk locations. This can be done in a number of ways, such as utilizing a VLAN or virtual network. If no network connectivity exists, Trinity Services Group can install a variety of network options including traditional wired, wireless, IP over electric grid or a "one to many" wireless network that





ASK Kiosk Screen Shots



Proposal for Inmate Commissary Services for the Oneida County Sheriff's Office

ASK

Administrative Services Kiosk 1.1

Account Summary	
This Order Total	\$0.75
Available To Spend	\$14.25

MAIN SCREEN

ORDER HISTORY

CHECK BALANCE

INMATE HANDBOOK

FINISH ORDER

CANDY

CHIPS

CONDIMENTS

COOKIES

DRINKS

ELECTRONICS

FOOD

HYGIENE

POSTAGE

















SNACKS


SOUPS

STATIONARY

TOBACCO

CHIPS

			
<u>BBO Potato Chips</u> \$1.38	<u>Cheese Puffs (9 oz.)</u> \$1.75	<u>Cheese Puffs (Blazin' Hot)</u> \$4.75	<u>Cheese Puffs (Smokin' Hot)</u> \$4.00
			
<u>Cheetos (Crunchy)</u> \$0.99	<u>Chicharrones with Hot Sauce (Pork Rinds)</u> \$4.40	<u>Chili & Lime Corn Chips</u> \$1.45	<u>Chili Cheese Fritos</u> \$0.66
			
<u>Chips (Potato Chile & Lemon)</u> \$4.04	<u>Chips (Tortilla Hot Nacho)</u> \$4.04	<u>Chips (Tortilla Mild Jalapeno)</u> \$4.05	<u>Chips (Tortilla Nacho Cheese)</u> \$4.00
			
<u>Chips (Tortilla Original)</u> \$4.05	<u>Chips (Tortilla Reduced Fat)</u> \$4.00	<u>Chips (Wheat Chile Lemon)</u> \$4.00	<u>Cool Ranch Doritos</u> \$0.99

page 1 of 3 

ASK

Administrative Services Kiosk 1.1

Account Summary		
This Order Total	\$7.46	
Available To Spend	\$7.54	

MAIN SCREEN

ORDER HISTORY

CHECK BALANCE

INMATE HANDBOOK

Save Order

CANDY

CHIPS

CONDIMENTS

COOKIES

DRINKS

ELECTRONICS

FOOD

HYGIENE

POSTAGE

SNACKS

SOUPS

STATIONARY

TOBACCO

Description	Price	Qty	Tax	Total	
Place Order fee	\$0.75	1	\$0.00	\$0.75	
<u>Almond Joy</u>	\$0.65	2	\$0.11	\$1.41	X
<u>Atomic Cinnamon Fire Balls</u>	\$1.00	1	\$0.08	\$1.08	X
<u>Raspberry Shortbread Cookies</u>	\$2.02	1	\$0.17	\$2.19	X
<u>Cheese Curls (4.5oz)</u>	\$1.09	1	\$0.09	\$1.18	X
<u>Writing Tablet (8.5 X 11)</u>	\$0.79	1	\$0.07	\$0.86	X

page 1 of 1



ASK | Administrative Services Kiosk 1.1

Account Summary	
This Order Total	\$1.45
Available To Spend	\$13.55

FINISH ORDER

CANDY

Almond Joy

Enter Quantity

1	2	3
4	5	6
7	8	9
0		

Quantity:

Price: **\$0.65**

Qty: **1**

Tax: **\$0.05**

Total: \$0.70

Enter Qty to purchase and press Enter. Press Save when finished.

CANDY

CHIPS

CONDIMENTS

COOKIES

DRINKS

ELECTRONICS

FOOD

HYGIENE

POSTAGE

SNACKS

SOUPS

STATIONARY

TOBACCO

ASK | Message Administrative Services Kiosk 1.02.00

MAIN SCREEN	EXIT ASK		Sent
Messages	To	Subject	Sent
Inbox	Administrator	RE: Grievance: the light in the upper tier is out	6/19/2009 5:02 PM
Sent	Sargent Harvey	Grievance: the light in the upper tier is out	6/19/2009 4:39 PM
New	Sargent Harvey	RE: Grievance: there is too much noise in my cell	6/9/2009 2:57 PM
Back	Sargent Harvey	RE: Grievance: there is too much noise in my cell	5/13/2009 6:29 PM
	Sargent Harvey	RE: Grievance: there is too much noise in my cell	5/13/2009 6:15 PM
	Sargent Harvey	Grievance: there is too much noise in my cell	5/13/2009 6:15 PM
	Administrator	RE: Grievance: i would like a visit	5/13/2009 6:12 PM
	Sargent Harvey	Grievance: i was kicked in the hall	5/13/2009 6:11 PM
	Sargent Harvey	Grievance: i have limited rec time	5/13/2009 3:27 PM
	Sargent Harvey	Grievance: i am having trouble with picking the lock on my cell. are there workshops?	3/31/2009 6:28 AM

ASK Administrative Services Host: 1.03.00

EXIT HANDBOOK EXIT ASK

Section 1

SECTION 1

SECTION 2

SECTION 3

SECTION 4

PROGRAMS

Introduction

Expected Behavior

Facility Emergencies

Tobacco Use

Telephones

Mail

Commissary

ASK | Message Administrative Services Host: 1.04.03 New Grievance 1

5/12/2011 12:46 PM ← Back → Send

To: Lost Monies
Subject:
Incident Date:
Lost Monies
Message:

Please enter a brief description, 1000 characters max

1	2	3	4	5	6	7	8	9	0	Back	
Q	W	E	R	T	Y	U	I	O	P		
A	S	D	F	G	H	J	K	L	↵		
Clear	Z	X	C	V	B	N	M	,	.	-	?
SPACE											








ASK Message		Administrative Services Kiosk 1.04.03		Inbox
MAIN SCREEN	EXIT APPLICATION			
Messages	From	Subject	Received	
Inbox	Admin	RE: Request; Legal Request	3/11/2011 7:50 AM	
Sent	Admin	RE: Request; Legal Request	3/11/2011 7:38 AM	
New	Admin	RE: Request; Legal Request	3/10/2011 12:54 PM	
Back	Stolen Commissary	RE: Grievance; Stolen Commissary Order	2/10/2011 11:22 AM	
	Legal	RE: Request; Legal Request	2/10/2011 11:04 AM	
	Legal	RE: Request; Legal Request	2/10/2011 10:57 AM	
	Legal	RE: Request; Legal Request	2/10/2011 10:53 AM	
	Legal	RE: Request; Legal Request	2/10/2011 10:49 AM	
	Admin	RE: Request; Legal Request	2/10/2011 9:53 AM	
	Admin	RE: Request; Legal Request	2/10/2011 9:49 AM	
	Legal	RE: Request; Legal Request	2/10/2011 9:31 AM	






Page 1 of 2

ASK Message		Administrative Services Kiosk 1.04.03		New Message
MAIN SCREEN	EXIT APPLICATION			
Messages	New Message	Select the type of message to create		
Inbox		<div style="border: 1px solid gray; padding: 10px; margin-bottom: 10px;"> Grievance If you have a complaint or would like to send a message to the grievance officer Speak to officer before entry</div> <div style="border: 1px solid gray; padding: 10px;"> Request Inmate Request</div>		
Sent				
Back				

Page 1 of 1

Proposal for Inmate Commissary Services for the Oneida County Sheriff's Office

ASK Message <small>Administrative Services Kiosk 1.04.03</small>		New Message
MAIN SCREEN	EXIT APPLICATION	
Messages	New Message	Select the type of message to create
<p> Inbox</p> <p> Sent</p> <p> Back</p>	<p>Grievance</p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">  Americans with Disability Act <small>Americans with Disability Act</small> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">  Chaplain <small>Chaplain</small> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">  Commissary <small>this is a Commissary sub-category</small> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">  Complaints Against Staff <small>Complaints Against Staff</small> </div> <div style="border: 1px solid black; padding: 5px;">  Facility Operations <small>Facility Operations</small> </div>	
page 1 of 3		

ASK Message <small>Administrative Services Kiosk 1.04.03</small>		New Message
MAIN SCREEN	EXIT APPLICATION	
Messages	New Message	Select the type of message to create
<p> Inbox</p> <p> Sent</p> <p> Back</p>	<p>Grievance Commissary</p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">  Balance <small>Grievance regarding your balance</small> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">  Fee for Services <small>Fee for Services</small> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">  Lost Monies <small>Lost Monies</small> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">  Order Not Received <small>Order Not Received</small> </div> <div style="border: 1px solid black; padding: 5px;">  Stolen Commissary <small>Stolen Commissary</small> </div>	
page 1 of 1		



Technology Enhancements

Trinity Services Group's flagship inmate banking program, Canteen Manager, is the premier banking and fiduciary system in today's correctional market. Designed by corrections and finance specialists specifically for the corrections industry, Canteen Manager meets all the complex fiduciary requirements in an easy-to-use format. Over 16 years of experience and well over 150 installations have built a program that will address almost every need in the corrections industry. Canteen Manager is designed to interact closely with other Trinity Services Group offerings (see below) now and in the future, making deployment of other value-added systems that much easier.

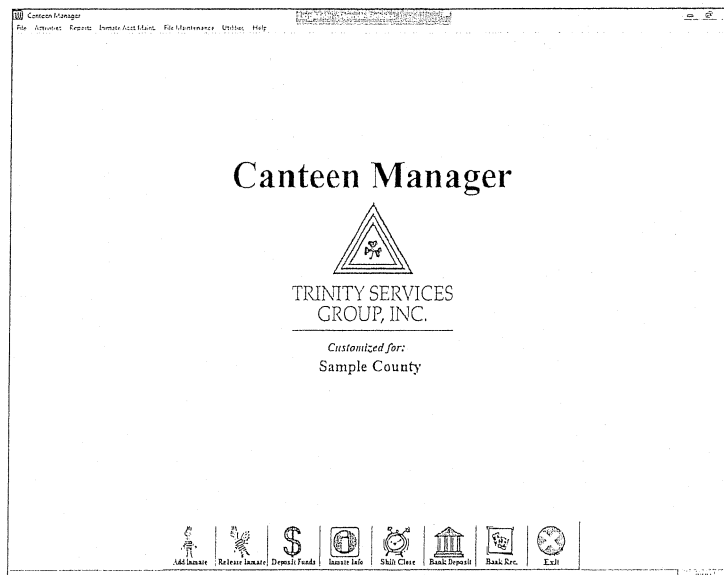
Trinity Services Group's experienced information technology team supports the application from pre-installation planning, through installation and initial training, to ongoing support and training. The program is designed to fit into your environment so you will not have to re-invent the wheel when it is installed. We are constantly adding features to Canteen Manager to meet the needs of correctional facilities.

We have reviewed all of the requirements in the RFP and believe that our software meets and even exceeds your specifications. We believe our software is unmatched in the industry and welcome the opportunity to demonstrate this to the evaluation committee.

Inmate Banking

Trinity Services Group's flagship inmate banking program, Canteen Manager, is the premier banking and fiduciary system in today's correctional market. Designed by corrections and finance specialists specifically for the corrections industry, Canteen Manager meets all the complex fiduciary requirements in an easy-to-use format. Over 16 years of experience and well over 150 installations have built a program that will address almost every need in the corrections industry. Canteen Manager is designed to interface with your existing jail management system (JMS or JIMS) to reduce double-entry accounting and to give greater accuracy. The program is easy to install in any environment, including a Web-based version, and is scalable to any size facility from the smallest to the largest correctional institution. Canteen Manager is designed to interact closely with other Trinity Services Group offerings (see below) now and in the future, making deployment of other value-added systems that much easier.

Trinity Services Group's experienced information technology team supports the application from pre-installation planning, through installation and initial training, to ongoing support and training. The program is designed to fit into your environment so you will not have to re-invent the wheel when it is installed. We are constantly adding features to Canteen Manager to meet the needs of correctional facilities.



Large buttons for easy navigation

A New Approach to Inmate Banking

There's a better way – Smart Client

Inmate banking just got better using true client-server technology...

REMOTE TECHNOLOGY

Get the best for the least! The Canteen Manager is the most powerful and feature rich inmate banking program. And now it can be implemented without the hassle of installing new hardware and software on your network. Give your IT department a break and see how true client-server technology can benefit your facility.

IT'S ALL ABOUT SECURITY

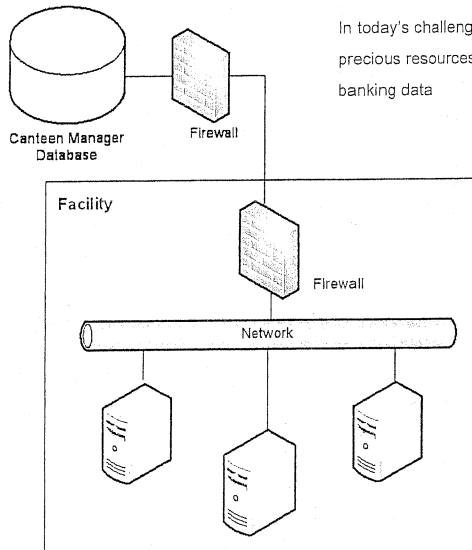
- ✓ SSL Encryption
- ✓ Firewall Rule Protection
- ✓ User Name/Password
- ✓ Encryption Code

BUT IS IT RELIABLE?

Smart Client is highly optimized to provide reliable performance. The speed is excellent, and it automatically re-connects if you have a temporary problem with internet service.

BACKED BY Canteen

Canteen stands behind each installation. Creative thinking, commitment to excellence and integrity sets Trinity apart.



In today's challenging environment, time and information are two of our most precious resources. Smart Client saves time while protecting critical inmate banking data

- No new hardware required at the facility site
- Fast deployment with minimal impact on the network
- Centralized backup management
- The highest level of hardware and software security
- Designed for the most demanding corrections environment – yours!

TRUSTED AUTOMATION

The One thing that makes Trinity different is experience. Trinity is a pioneer in the corrections industry. Using refined development and testing methods, the entire family of Trinity technology products can be implemented with confidence. Industry-leading technology combined with industry-leading customer service makes Trinity stand apart.

Trinity...where automation and simplicity come together.

WHY IS "Smart Client" A GOOD CHOICE?

Smart Client is a new way of deploying the industry leading Canteen Manager inmate banking software. Smart Client allows you to use your own internet access to operate the Canteen Manager. Data is saved to a remote data server. It is like the web - with better features and better security. Information is stored in a highly secure environment with redundant systems to ensure your data is always available.

BENEFITS TO YOUR FACILITY

Drastically reduce the amount of time required by IT staff for installation and maintenance. And, with a two-tier backup and multi-layer security system you can be confident that your inmate financial data is well cared for. Smart Client is a perfect fit for the most demanding corrections environment – yours!

TRINITY SERVICES
GROUP, INC.





Canteen Manager

Inmate Banking without compromise

Simplicity + Performance + Reliability

Canteen Manager is the preferred inmate banking system for auditors and facilities nation-wide. The Canteen Manager is simple to use, but powerful. Utilizing the latest technology to provide exceptional performance and rock-solid reliability – a great combination!

Introducing V5 “Wings”

Inmate banking, without limits...

Simple Deployment – We developed V5 to be hassle-free for your IT team. Built from the ground up with pure client/server technology, V5 means less work for your IT group and less impact on your computer network.

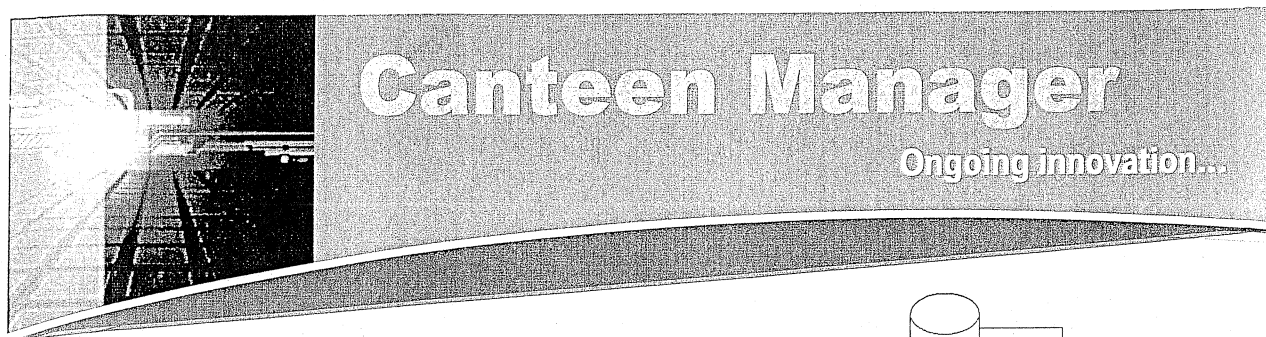
Scalability – when we say “without limits”, we mean it...from 1 to 1,000 users are easily supported with no impact on performance.

Data Security – using the strength of Microsoft SQL Server, Wings offers multiple layers security for your critical data.

Even More Features – we are constantly improving...several important new features have been added in response to the needs of our clients. Our goal is not to keep up, but to lead.

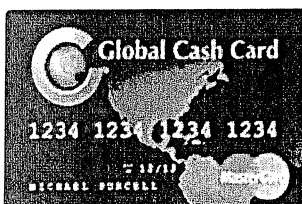
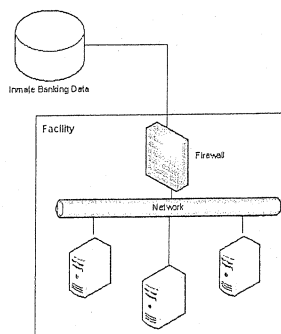
Partial Feature List:

- ✓ Accounts Receivable Module
- ✓ Bond, Saving, Property Management Modules
- ✓ “Release Queue” Module
- ✓ Fully Integrated Debit Card Release Module
- ✓ Posi-Pay Module
- ✓ Checkbook Reconciliation Module
- ✓ General Ledger with Dual Posting Accounting
- ✓ Full General Ledger Reporting for any Timeframe
- ✓ Property Management Module with Full Reporting
- ✓ Full Debt Management
- ✓ Print all Reports to Excel



“Smart Release” Features

Smart Release is a collection of new release options that create an unmatched level of efficiency for inmate release. Simplify release procedures while improving security and saving time.



Debit Release save paper, save time, save money

Today's correctional facilities demand quick and efficient solutions for inmate banking, including the distribution of inmate funds at release. Smart Deposit's Debit Release Card meets that challenge. Unburden your facility of the cumbersome task of writing check or handling cash at release.

Release Queue

Simplify the release process by automatically creating a list of inmates to release. Officer can quickly process each release without having to search inmates. Seamlessly integrates with all other release features, so you can dispense a check, cash or debit card – or any combination. Improved security features include the ability to restrict officers from the release queue, or allow access only to the release queue.



- ✓ Simplify the release process
- ✓ Cash, check or debit card – simple
- ✓ Streamline release workflow
- ✓ Clear, easy to follow release process

Posi-Pay

Posi-Pay protects against check fraud. The Canteen Manager communicates with your bank to tell them about the checks that you have written. The bank knows to only cash those checks – simple! If you have to write checks, Posi-Pay is the best way to protect against check fraud.





Welcome to Canteen Manager!

User Name _____ Password _____

Warning: This is a secured system with confidential information!
Unauthorized use of this system, or any information contained within is prohibited.

Every user logs in and every transaction is tracked

Full User

User Login: User Name: Deactivated

Password Rights: User Group: Password Never Expires

Change password next login

Name	Read	Edit	Add	Delete
Inmate Acct Maint.				
Inmate File	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Read Inmate Balance	<input checked="" type="checkbox"/>			
Activate Released Inmates	<input checked="" type="checkbox"/>			
Reverse Release	<input checked="" type="checkbox"/>			
Void Transactions	<input checked="" type="checkbox"/>			
Void Inmate Checks	<input checked="" type="checkbox"/>			
Void Other Users Posted Transactions	<input checked="" type="checkbox"/>			
Savings	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Edit On Hold Transactions	<input checked="" type="checkbox"/>			
Debts	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Property	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Account Adjustments	<input checked="" type="checkbox"/>			
Withdrawals	<input checked="" type="checkbox"/>			
Adjustments	<input checked="" type="checkbox"/>			
Override Negative Balance	<input checked="" type="checkbox"/>			
Override Hold Amount	<input checked="" type="checkbox"/>			

Password Change:
by

Note:

Last Login: Last Update: Updated by:

User name and password access is easy and secure

Proposal for Inmate Commissary Services for the Oneida County Sheriff's Office

Inmate Maintenance. Last User: GREG Lock Status: Free

General Sales Commissary Savings Bond On Hold Ledger Debts Property Notes Employer

ID 555 Last TREG First MC Middle AKA

Inst Classification Q2 Dob 05/01/1992 Book Date 04/03/2012
 Cell block A-1-B Property # SS# 654-32-1312 Release Date
 Cell PIN 1312 Sex M / /
 Bed Race Other

Acct/Comm Bal	Savings Bal	Bond Bal	Total Bal	Hold Amt	Debt Amt	Bond Amt
59.13	0.00	0.00	59.13	0.00	0.00	0.00

Last Purchase 03/15/2013 Spent - Week 40.87 Spent - Day 0.00

Disciplinary / / Restrict Level Restrictions Freeze
 Indigent / / Taxable Req MO signature

Comments Contact Info

Release Deposit Withdr Add Edit Delete Search Exit

One place to go to see all inmate activity

Inmate Maintenance. Last User: FDC Lock Status: Free

General Sales Commissary Savings Bond On Hold Ledger Debts Property Notes

ID 27868 Last JONES First BRENDA Mid FAYE

Invoices

Invoice #	Inv Date	Tax Amt	Inv Amt	SDS Inv #	Status
134757	07/14/2010	0.00	8.27	596838	
135302	07/21/2010	0.00	20.42	562795	
135919	07/28/2010	0.00	0.97	608806	
211097	03/25/2013	0.00	22.56	0	

Sales Void Credit Receipt

Invoice Items

Code	Item	Qty	Price	Tax Amt	Amount
300	M&M PLAIN	1	0.99	0.00000	0.99
304	KIT KAT LSC	1	1.33	0.00000	1.33
313	LIFESAVERS 5 FLV	1	0.64	0.00000	0.64
314	JOLLY RANCHERS ASSOR	1	1.31	0.00000	1.31
324	BUTTERSCOTCH BUTTONS	1	1.28	0.00000	1.28
513	PLAIN CHIPS LSS	3	0.97	0.00000	2.91
514	BBQ CHIPS LSS	2	0.97	0.00000	1.94

The Invoice Items grid displays all the items purchased on a single sale.

Release Deposit Withdr Add Edit Delete Search Exit

Quickly see inmates' sales right from the inmate screen



Detail

ID 5001 Last ANDERSON First ARTHUR Mid

Transaction

Trans # 78 GL Account INM

Batch # 34 Drawer # 1

Type Deposit User RGC

Money Order # 3554545454545

Date 01/12/2006 Time 13:42:31

Amount 100.00 Status

Comment Mary Anderson

Source Account Adjustments

Closed Shift # 6

Bank Deposit #

Reconciliation

Posting

Date 01/12/2006 Time 13:42:31

Event 6, InmateDeposit

Trans #	D/C	Acc	Amount	Account De
77	Dr	CD1	100.00	Cash Drawe
78	Cr	INM	-100.00	Inmate A/P

Debt

Code

Name

Date Type

Amt Paid Amt

Close

Drill down on the detail on any transaction

Date : 03/07/2005
Time : 14:03

Account Activity Ledger

From : 03/07/2005 To : 03/07/2005

Comment	Trx Date	Time	Batch /Inv #	Trx #	Type	Invoice	Deposit	Withdrawal	Balance Forward
ID 5003	Name ROBERTSON, ANTHONY		Block MED1				Previous Balance		0.00
Initial Entry	03/07/2005	13:59	B#56	116	D		27.13		27.13
Karen Robertson	03/07/2005	14:00	B#57	118	D		50.00		77.13
Sales Transaction	03/07/2005	14:02	I#3		I	9.49			67.64
	Deposits		2 For \$				77.13		
	Withdrawals		0 For \$				0.00		
	Invoices		1 For \$			9.49			

Run a ledger directly from the inmate screen



Edit Station

Station # 1 Drawer # 1 ▾

Description Station #1

Withdrawals		Deposits	
<input checked="" type="checkbox"/> Enter Checks	Print Check # <input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="checkbox"/> Individual Receipts	<input checked="" type="radio"/> Cash
<input type="checkbox"/> Enter Cash	<input type="checkbox"/> Allow user to change default	<input checked="" type="checkbox"/> Wide Receipts	<input type="radio"/> Check
<input type="checkbox"/> Assign Check # Manually	<input type="checkbox"/> Confirmation	<input checked="" type="checkbox"/> Print Ending Balance	<input type="radio"/> Money Order
<input checked="" type="checkbox"/> Withdrawal Receipts	<input checked="" type="checkbox"/> Wide Receipts	Receipt Copies: <input checked="" type="checkbox"/> Visitor <input checked="" type="checkbox"/> Resident <input type="checkbox"/> File	
Receipt Copies: <input checked="" type="checkbox"/> Resident <input type="checkbox"/> File			
<input checked="" type="checkbox"/> Enter Cards	<input checked="" type="checkbox"/> Use Card Reader		
Lock Amt for Release: <input type="checkbox"/> Check <input type="checkbox"/> Cash <input type="checkbox"/> Card			
Auto Release: <input checked="" type="checkbox"/> Check <input type="checkbox"/> Cash			
Amount for Second Signature	0.00		

Print Settings

Narrow Receipt Printer	HP LaserJet 1022n (Copy 1)	<input checked="" type="checkbox"/> Default
Wide Receipt Printer		<input checked="" type="checkbox"/> Default
Check Printer		<input checked="" type="checkbox"/> Default
Check Format File			
Report Printer		<input checked="" type="checkbox"/> Default <input checked="" type="checkbox"/> Dialog

Last Update 02/26/2013 09:21 Updated by CMADMIN

Each drawer easily customizable

Proposal for Inmate Commissary Services for the Oneida County Sheriff's Office

Make Bank Deposit

Total Summary							
System	10442.95	Physical	10442.95	Discrepancy	0.00	Deposit	10442.95

Selected Summary							
System	1454.00	Physical	1454.00	Discrepancy	0.00	Deposit	1454.00

Drawer #	Closing #	Date, Time ▲	System Amt	Physical Amt	Discrepancy	Deposit Amt	Sel	Description
3	8089	03/21/2013 09:47:24	230.00	230.00	0.00	230.00	<input checked="" type="checkbox"/>	
8	8090	03/21/2013 10:10:24	469.00	469.00	0.00	469.00	<input checked="" type="checkbox"/>	
3	8092	03/22/2013 10:28:19	140.00	140.00	0.00	140.00	<input checked="" type="checkbox"/>	
2	8093	03/22/2013 11:59:12	385.00	385.00	0.00	385.00	<input checked="" type="checkbox"/>	
3	8096	03/25/2013 10:27:23	230.00	230.00	0.00	230.00	<input checked="" type="checkbox"/>	
8	8097	03/25/2013 11:21:46	2652.00	2652.00	0.00	2652.00	<input type="checkbox"/>	
2	8098	03/25/2013 12:22:57	1187.00	1187.00	0.00	1187.00	<input type="checkbox"/>	
1	8099	03/25/2013 12:24:28	1.00	1.00	0.00	1.00	<input type="checkbox"/>	
1	8100	03/25/2013 12:31:38	515.95	515.95	0.00	515.95	<input type="checkbox"/>	
3	8102	03/26/2013 09:41:12	238.00	238.00	0.00	238.00	<input type="checkbox"/>	
7	8103	03/26/2013 12:02:30	4395.00	4395.00	0.00	4395.00	<input type="checkbox"/>	

Putting together a bank deposit is simple!

GL Account Group List

Group # ▲	Account Group Name
1000	Cash
1100	Accounts Receivable
1200	Inventory
1300	Prepaid Expenses
1400	Other Current Assets
1500	Fixed Assets
1550	Accumulated Depreciation
1600	Long Term Assets
2000	Accounts Payable
2100	Accrued Expenses
2200	Long Term Liabilities
2900	Equity
3000	Revenue
4000	Cost of Goods Sold

Search for _____ in Group # _____

Fully customizable chart of accounts



Bank Reconciliation <Checking Account>

-- Checks and Withdrawals --

Date	Check # ▲	Payee	Amount	CL ▲
03/04/2013		Debit Card Batch #78645	1475.29	<input type="checkbox"/>
03/04/2013		Debit Card Batch #78776	397.95	<input type="checkbox"/>
03/07/2013		Debit Card Batch #79092	78.00	<input type="checkbox"/>
03/08/2013		Debit Card Batch #79290	1146.91	<input type="checkbox"/>
03/11/2013		Debit Card Batch #79341	254.21	<input type="checkbox"/>
03/11/2013		Debit Card Batch #79470	147.49	<input type="checkbox"/>
2 Checks, Withdrawals			Total	0.00

Statement

Beginning Date 03/01/2013
Ending Date 03/15/2013
Opening Balance 121711.34
Ending Balance 0.00
Cleared Balance 0.00
Difference 121711.34

-- Deposits and Credits --

Date	Deposit # ▲	Description	Amount	CL ▲
03/01/2013	2750	Bank Deposit	12.00	<input type="checkbox"/>
03/01/2013	2751	Bank Deposit	3259.00	<input type="checkbox"/>
03/04/2013	2752	Bank Deposit	70.00	<input type="checkbox"/>
03/04/2013	2753	Bank Deposit	50.00	<input type="checkbox"/>
03/05/2013	2754	Bank Deposit	140.00	<input type="checkbox"/>
03/06/2013	2756	Bank Deposit	390.00	<input type="checkbox"/>
03/06/2013	2757	Bank Deposit	20434.45	<input type="checkbox"/>
03/07/2013	2758	Bank Deposit	12.00	<input type="checkbox"/>
03/08/2013	2759	Bank Deposit	90.00	<input type="checkbox"/>
03/12/2013	2760	Bank Deposit	165.00	<input type="checkbox"/>
0 Deposits, Credits			Total	0.00

Buttons: Clear All, Print, Un-Clear All, Bank Import, Clear Group, Postpone, Find, Finish, Detail, Cancel

Fully integrate bank reconciliation

CANTEEN MANAGER REPORTS

INMATE REPORTS

- Inmate List
- Account Adjust History
- Account Activity Ledger
- Bond Account Ledger
- Adjustment Batch Listing
- Inmate Analysis
- Inactive Accounts
- Expired Balance Listing
- Account Status Listing
- Inmate Summary
- Transaction Summary
- Discipline List
- On Hold Listing
- Negative Balance List
- Indigent List
- Inactive List
- Inmate Labels
- Multiple Release
- Print Checks
- Check Listing
- Deposit Receipts
- Deposit Listing
- Withdrawal Listing
- Electronic Deposit Listings
- Debit Card Receipt Listing
- Debit Release Card List

BANKING REPORTS

- Withdrawal Listing
- Deposit Listing
- Shift Closing
- Bank Deposit
- Electronic Deposit Listings
- Debit Card Bank Withdrawal
- Cleared Checks
- Un-cleared Checks

LEDGER ACCOUNT REPORTS

- Account List
- Account Ledger
- Check Listing
- Transaction List
- Register Batch Listing
- Balance Sheet
- Trial Balance
- Transaction List
- Cash Movement
- Journal Entry
- Check Reclaim
- Balance to Cash
- Bank Account Summary

DEBT REPORTS

- Debt Payment History
- Outstanding Debts
- Debt Aging
- Debt Type Summary
- Debt Statement
- Quick Debt
- Debt Write-Off

SALES REPORTS

- Sales & Use Tax
- Invoice List
- Sales Movement
- Sales Analysis
- Sales by Cell Block
- Sales by Day
- Sales by User

SYSTEM REPORTS

- Restriction Code List
- System Status
- Login Listing
- System Audit Listing
- Station List

BALANCE TO CASH REPORT

Bank Account: BANK, as of 11/30/2012
1/4/2013

Description	Amount
Bank Statement Balance	\$11,161.67
Uncleared (Outstanding) Checks	-\$721.37
Deposits in Transit	\$0.00

ID	Name	Trx #	Trx Date	Amount	Comments
13555	BLANKS, ALFONZO SHAVVAAR	0900	12/07/2012	\$0.00	imposed entry
0984	klask dep. ALFONZO SHAVVAAR BLANKS				
7348	12/16/2012			\$0.00	imposed entry
6718	12/19/2012			\$0.00	imposed entry
6400	klask dep. MICHAEL LANE BUFFKIN				
6724	12/19/2012			\$0.00	klask dep. MICHAEL LANE BUFFKIN
6726	12/19/2012			\$0.00	klask dep. MICHAEL LANE BUFFKIN
7405	12/27/2012			\$0.00	imposed entry
6408	12/17/2012			\$497.25	klask dep. TAMMY CARTRETTE
6583	12/18/2012			\$5,005.00	from TAMMY CARTRETTE
7355	12/27/2012			\$17.25	klask dep. TAMMY CARTRETTE
8140	12/15/2012			\$57.25	klask dep. MICHAEL YOUNG
7224	12/17/2012			\$57.25	klask dep. WILHELMINA FREEMAN
7104	12/24/2012			\$33.25	klask dep. JEMEL THOMPSON
7518	12/24/2012			\$42.25	klask dep. MELINDA SHAWNA ROGERS
7866	12/29/2012			\$19.25	klask dep. JEMEL THOMPSON
7668	12/17/2012				
7408	12/17/2012				
7730	12/17/2012				
6732	12/17/2012				

Inmate List Active Only

Thursday, January 3, 2013

ID #	Cell Block	Name	Date Booked	Property #	Indigent	Freec	Rest. Level	Total Balance
14092	HA 110A2	BUFFKIN, MICHAEL LANE	12/19/2012		N	N	0.31	
14094		FLOWERS, ANTHONY TYRONE	12/27/2012		N	N	0.00	
14136	HB - 140	HUGO						
14719	HB 110A1	CARTI						
15497	HA 112A2	FREEE						
15618	HA 112A2	DAVI						
15672	WILLI							
17418	HB 110A2	LITTL						
17966		ALDE						
18626	HB - 249	JONE						
41890	HB 110A2	JONE						
42295	HB 143A1	HICKI						

INVOICE LIST

01/01/2012 THROUGH 01/03/13

Group	Invoice #	Orig Inv #	SDS Inv #	ID #	Name	Cell Block	Date	User	Tax Inv Amt
Sales	976	0	0	77263	SCOTT, JAMES MANUEL	HA 112A1	01/01/2013	COMPASS	0.00 1.00
Sales	977	0	0	23478	BRACEY, NIGEL TASHHEM	HB 112A1	01/01/2013	COMPASS	0.00 5.00
Sales	978	0	0	75445	HOWARD, ERIC OMAR	HA 110A1	01/01/2013	COMPASS	0.00 1.00
Sales	979	0	0	75030	HARDIE, BRAXTON DERRREL	HA 112A1	01/01/2013	COMPASS	0.00 5.00
Sales	980	0	0	19056	SHAW, TONY LEE	HB - 237	01/01/2013	COMPASS	0.00 8.00
Sales	981	0	0	24367	HERNANDEZ, DIONEL CANDELAIRIO	HA 112A1	01/01/2013	COMPASS	0.00 5.00
Sales	982	0	0						
Sales	983	0	0						
Sales	984	0	0						
Sales	985	0	0						
Sales	986	0	0						
Sales	987	0	0						
Sales	988	0	0						
Sales	989	0	0						
Sales	990	0	0						
Sales	991	0	0						

GL Account List

As Of: 01/03/2013

Code	Description	Dr/Cr	Debit Balance	Credit Balance
BANK	Checking Account	Dr	18,951.18	0.00
BONINM	Inmate Bond	Cr	0.00	0.00
BROISD	Bank Rec Discrepancy	Cr	0.00	5,656.83
BRINT	Bank Rec Interest Earned	Cr	0.00	0.00
BRSRV	Bank Rec Service Charge	Dr	235.87	0.00
CAP	Canteen Corp A/P	Cr	0.00	465.56
CD1	Cash Drawer #1	Dr	4,023.46	0.00
FRV	Unreconciled Funds	Dr	0.00	0.00
	ard Bank Wdr. Discre	Cr	0.00	0.00
	Release Cards A/P	Cr	0.00	3,775.57
	A/P	Cr	0.00	3,940.66
	A/R	Dr	774.23	0.00
	mic Deposits A/R	Dr	3,310.65	0.00
	eposit Discrepancy	Cr	0.00	0.00
	e Inmates	Cr	0.00	0.00
	e A/P	Cr	0.00	11,115.77
	eposit Fee	Cr	0.00	0.00
	g Release	Cr	0.00	0.00
	g Balance	Cr	0.00	0.00
	g Balance	Dr	0.00	0.00
	Time	Cr	0.00	2,341.02
	Reimburs. Discrep	Cr	0.00	0.00
	med Checks	Cr	0.00	0.00
	ed Earnings	Cr	0.00	0.00
	Savings	Cr	0.00	0.00
	e Inmates (Transit)	Cr	0.00	0.00

Sales Analysis Report by Item

From: 01/01/2013 To: 01/03/2013
By Item Name

Item	UPC Code	Tax	Qty	Price
PHONE TIME	5438	N	489	\$489.00
HONEY BUN JUMBO	5438	Y	11.1	\$136.53
STAMPED ENVELOPE	6011	Y	106	\$59.96
RAMEN CHIU	1012	Y	89	\$75.65
RAMEN BEEF	1010	Y	72	\$61.20
RAMEN CHICKEN	1011	Y	64	\$54.40
MOON PIE BANANA	5308	Y	63	\$47.25
RAMEN PICANTE	1014	Y	63	\$53.55
CHEETOS CRUNCHY CHIP	5004	Y	49	\$54.88
HOT SAUCE PACKETS	45	N	45	\$9.00
DORITOS NACHO CHEESE	5006	Y	37	\$41.44
LAYS BBQ POTATO CHIP	5002	Y	37	\$41.44
VANILLA SANDWICH COO	5343	Y	30	\$32.10
BUN CINNAMON	5400	Y	28	\$32.20

HIGHLIGHTS	
• MULTIPLE OUTPUT OPTIONS	• COMPREHENSIVE ONE ON ONE TRAINING
• DATE OR DATE RANGE SPECIFIC	• DEDICATED SUPPORT TEAM
• EASE OF USE	• EMPLOYEE CERTIFICATION
• USERS MANUAL	





Sample Invoices from Canteen Manager

Inmate List
By ID
Active Only

ID #	Cell Block	Name	Date Booked	Property #	Indigent	Freeze	Rest. Level	Total Balance
000			05/19/2010		Y	N		200.00
0000			10/26/2011		Y	N		0.00
00214578			11/02/2011		Y	N		0.00
00222			11/02/2011		Y	N		0.00
0091823			09/22/2009		N	N		140.38
010101			11/09/2011		Y	N		0.45
0129233	H		10/07/2009		N	N		29.00
0233775	H		09/30/2009		N	N		20.00
100	I		09/23/2010	1	Y	N		0.00
1001226	H		09/15/2010		N	N		3,626.00
1001			09/28/2011		N	N		30.00
1002232			10/28/2009		N	N		250.00
1003			09/28/2011		N	N		30.00
1010227			11/04/2009		N	N		124.95
10122			10/31/2011		Y	N		0.00
10259			05/25/2010		N	N		145.99
11	J		07/24/2010	5a	N	N		6,672.00
1111			07/25/2010		Y	N		0.00
111112	D		07/25/2010	605-12	N	N		7,912.10
111222333	DORM-12-34		10/19/2011		Y	N		650.00
1122544			07/20/2010		Y	N		180.00
113839			05/25/2010		N	N		45.00
113845			05/25/2010		N	N		31.09
113846	H		12/01/2010		N	N		41.00
113848			12/01/2010		N	N		58.00
1199223	G		10/28/2009		Y	N		0.00
12			01/30/2012		N	N		2,011.12
12112			10/31/2011		N	N		36.00
121212			07/25/2010		N	N		68.00
12134	A34		04/09/2010		N	N		90.89
123			04/09/2010		N	N		2,104.50
1234			12/01/2011		N	N		2,100.00
12345			05/19/2010		N	N		338.00
12346			01/06/2012		Y	N		0.25
1237			07/03/2010		Y	N		0.00
124589			10/31/2011		N	N		115.00
1453			07/04/2010		N	N		999,654.40
1495	L		07/24/2010	95	N	N		10,010.00
17245			08/30/2010		Y	N		0.00
1775			07/04/2010		Y	N		0.00
187			08/01/2010		Y	N		0.00
1928273			10/28/2009		N	N		122.00
21	A1B2C3D4E5		12/23/2011		Y	N		0.00
22			09/22/2009		N	N	7	820.00
2212287	G		10/28/2009		N	N		62.25
222222	1234		11/29/2011	2241-662-3	N	N		5,061.00
2233226			09/22/2009		N	N		1,015.10
26	B		07/24/2010		N	N		191.00
2765341	G		10/28/2009		N	N		5.00
2929283			10/28/2009		N	N		4.75
345345			06/09/2010		Y	N		0.00
345626	CHARLIE		10/04/2011	1256	N	N		226.00
3554431	G		10/28/2009		N	N		46.00
4444	AKJSKAJS		09/03/2009		N	N		486.21
4545	H		07/24/2010	45	N	N		999,396.85
4747	B		07/24/2010	47	N	N		574.05
50010	A34		03/03/2010		N	N		411.80
50017	POD 15		10/29/2009	A14	N	N		550.55
5002	A3783		12/28/2011		N	N		523.50
50025			01/04/2012		Y	N		0.00
5006	S56		09/01/2009		N	N		699.64

Proposal for Inmate Commissary Services for the Oneida County Sheriff's Office

Invoice List

Detail, By ID, From: 01/31/2002 To: 01/31/2012

Group	Invoice #	Orig Inv #	SDS Inv #	ID #	Name	Cell Block	Date	User	Tax	Inv Amt
Credits	19	18	0	0000000001		A	11/16/2009	CMDEMO	0.00	-7.30
Credits	29	28	0	1001226		H	01/11/2010	CMADMIN	0.00	-2.50
Credits	46	45	0	1002232			06/09/2010	CMADMIN	0.00	-9.15
Credits	67	66	0	11		J	08/04/2010	JAILDEMO	0.00	-30.45
Credits	100	3	0	12			11/25/2011	CMADMIN	0.00	-5.00
Credits	2	1	0	123			03/13/2009	CMADMIN	0.00	-2.50
Credits	24	20	0	123345		A34	12/28/2009	CMADMIN	0.00	-2.50
Credits	26	22	0	123345		A34	12/28/2009	CMADMIN	0.00	-0.95
Credits	27	21	0	123345		A34	12/28/2009	CMADMIN	0.00	-2.50
Credits	6	5	0	12345			08/17/2009	RGC	0.00	-20.00
Credits	17	13	0	12345			10/08/2009	CMADMIN	0.00	-0.95
Credits	25	13	0	12345			12/28/2009	CMADMIN	0.00	-0.95
Credits	10	9	0	123456		A1	09/25/2009	CMADMIN	0.00	-10.00
Credits	12	11	0	123456		A1	09/25/2009	CMADMIN	0.00	-6.00
Credits	65	64	0	187			08/01/2010	JAILDEMO	0.00	-59.60
Credits	82	78	0	26		B	10/11/2011	SWARD	0.00	-0.95
Credits	83	78	0	26		B	10/11/2011	SWARD	0.00	0.00
Credits	81	72	0	50010		A34	09/21/2011	CMADMIN	0.00	-5.95
Credits	77	76	0	50017		POD 15	08/26/2011	CMADMIN	0.00	-5.00
Credits	50	49	0	5004			06/09/2010	CMADMIN	0.00	-0.95
Credits	23	14	0	5005		D67H	12/28/2009	CMADMIN	0.00	-3.45
Sales	18	0	0	0000000001		A	11/09/2009	CMDEMO	0.00	7.30
Sales	39	0	0	00001			05/19/2010	JAILDEMO	0.00	2.50
Sales	28	0	0	1001226		H	01/11/2010	CMADMIN	0.00	2.50
Sales	30	0	0	1001226		H	01/11/2010	CMADMIN	0.00	5.00
Sales	31	0	0	1001226		H	01/11/2010	CMADMIN	0.00	-5.00
Sales	45	0	0	1002232			06/09/2010	CMADMIN	0.00	9.15
Sales	105	0	0	1010227			01/16/2012	CMADMIN	0.00	25.30
Sales	43	0	26	10259			05/25/2010	CMADMIN	0.90	11.80
Sales	66	0	0	11		J	08/04/2010	JAILDEMO	0.00	30.45
Sales	53	0	0	111112		D	07/24/2010	JAILDEMO	0.00	2.50
Sales	54	0	0	111112		D	07/24/2010	JAILDEMO	0.00	12.35
Sales	62	0	0	111112		D	07/25/2010	JAILDEMO	0.00	19.90
Sales	40	0	23	113845			05/25/2010	CMADMIN	0.54	7.14
Sales	42	0	25	113845			05/25/2010	CMADMIN	0.02	0.27
Sales	41	0	24	113846		H	05/25/2010	CMADMIN	0.93	12.24
Sales	44	0	27	113848			05/25/2010	CMADMIN	4.65	60.97
Sales	3	0	0	12			08/11/2009	RGC	0.00	5.00
Sales	4	0	0	12			08/11/2009	RGC	0.00	2.50
Sales	95	0	0	12			11/09/2011	CAPS#	0.00	1.00
Sales	97	0	0	12			11/10/2011	CAPS#	0.00	2.00
Sales	98	0	0	12			11/10/2011	CAPS#	0.00	3.00
Sales	101	0	0	12			12/06/2011	CAPS#	0.00	74.00
Sales	102	0	0	12			12/06/2011	CAPS#	0.00	75.00
Sales	103	0	0	12			12/06/2011	CAPS#	0.00	75.00
Sales	63	0	0	121212			07/25/2010	JAILDEMO	0.00	0.00
Sales	1	0	0	123			03/13/2009	CMADMIN	0.00	2.50
Sales	20	0	0	123345		A34	12/28/2009	CMADMIN	0.00	2.50
Sales	21	0	0	123345		A34	12/28/2009	CMADMIN	0.00	2.50
Sales	22	0	0	123345		A34	12/28/2009	CMADMIN	0.00	0.95
Sales	5	0	0	12345			08/11/2009	RGC	0.00	20.00
Sales	13	0	0	12345			10/01/2009	CMADMIN	0.00	5.65
Sales	33	0	0	12345			01/24/2010	CMADMIN	0.00	5.00
Sales	9	0	0	123456		A1	09/25/2009	CMADMIN	0.00	10.00
Sales	11	0	0	123456		A1	09/25/2009	CMADMIN	0.00	10.00
Sales	58	0	0	1495		L	07/24/2010	JAILDEMO	0.00	0.00
Sales	59	0	0	1495		L	07/24/2010	JAILDEMO	0.00	20.00
Sales	64	0	0	187			08/01/2010	JAILDEMO	0.00	59.60
Sales	68	0	0	187			08/10/2010	JAILDEMO	0.00	83.44
Sales	69	0	0	187			08/10/2010	JAILDEMO	0.00	100.00
Sales	70	0	0	187			08/10/2010	JAILDEMO	0.00	2.50
Sales	99	0	0	2222			11/10/2011	CAPS#	0.00	5.00
Sales	84	0	0	2233226			10/20/2011	SFDEMO	0.00	6.90



1-20 th 1-26-2012						
		SALES			CREDITS	
FRIDAY	1/20/12				6	-152.21
MONDAY	1/23/12	132	\$3,489.42		1	-\$42.98
TUESDAY	1/24/12	89	\$2,064.08		8	-\$115.66
WEDNESDAY	1/25/12	154	\$4,181.32		3	-\$9.75
THURSDAY	1/26/12	98	\$2,513.46		9	-\$224.98
		473	\$12,248.28		27	-\$545.58

# TRANSACTIONS	\$ SALES/CREDITS
500	\$11,702.70

PENDING APPROVAL FROM CASH	
discrepancy total	

INVOICE LIST
FROM: 01/20/2012 TO: 01/26/2012
INST: MARION
INVOICES: ALL

1:53:14 PM

Inv Date	ID	Name	Tax	Amount
01/23/2012 Total				
				\$3,489.42
01/23/2012 Count				
				132
01/24/2012 Total				
				\$2,064.08
01/24/2012 Count				
				89
01/25/2012 Total				
				\$4,181.32
01/25/2012 Count				
				154
01/26/2012 Total				
				\$2,513.46
01/26/2012 Count				
				98
Grand Total				12248.28
Grand Count				473
Count: 473				\$0.00
				\$12,248.28

Inv Date	ID	Name	Tax	Amount
01/20/2012 Total				
				(\$152.21)
01/20/2012 Count				
				6
01/23/2012 Total				
				(\$42.98)
01/23/2012 Count				
				1
01/24/2012 Total				
				(\$115.66)
01/24/2012 Count				
				8
01/25/2012 Total				
				(\$9.75)
01/25/2012 Count				
				3
01/26/2012 Total				
				(\$224.98)
01/26/2012 Count				
				9
Grand Total				-545.58
Grand Count				27
Count: 27				\$0.00
				(\$545.58)
Count: 500				\$0.00
				\$11,702.70

TRINITY SERVICES GROUP		Invoice Copy	
Bill To:	Ship To:	Invoice Number SI-	
	Same	Customer Number	956412
		Invoice Date.....	
		Order No.....	
		Reference.....	
		Terms.....	Net 7 Days
		Page.....	1

FROM SDS REPORTS - INVOICE
Item Description
ORDERS PROCESSED

Day	Date	Number of Orders	Price
FRIDAY	1/20/12		
MONDAY	1/23/12	132	\$3,489.42
TUESDAY	1/24/12	89	\$2,064.08
WEDNESDAY	1/25/12	154	\$4,181.32
THURSDAY	1/26/12	98	\$2,513.46
		473	\$12,248.28

CREDITS

Day	Date	Number of Orders	Price
FRIDAY	1/20/12	6	-\$152.21
MONDAY	1/23/12	1	-\$42.98
TUESDAY	1/24/12	8	-\$115.66
WEDNESDAY	1/25/12	3	-\$9.75
THURSDAY	1/26/12	9	-\$224.98
		27	-\$545.58

GRAND TOTAL	\$11,702.70
GRAND TOTAL ORDERS	500

Total Commissary Units Sold	8075
Less Postage/Stamped Envelopes	372

Amount Subject to Sales Tax Total	\$5,818.39	Subtotal: \$	11,702.70	
			Total: \$	11,702.70

Please make checks payable to: Trinity Services Group
Remit to address:

Proposal for Inmate Commissary Services for the Oneida County Sheriff's Office

TRINITY SERVICES GROUP

Invoice

Copy

Bill To:

Ship To:

Invoice Number SI-

Same

Customer Number

956412

Invoice Date.....

Order No.....

Reference.....

Terms.....

Net 7 Days

Page.....

1

FROM SDS REPORTS - INVOICE
Item Description
ORDERS PROCESSED

Day	Date	Number of Orders	Price
FRIDAY	1/20/12		
MONDAY	1/23/12	132	\$3,489.42
TUESDAY	1/24/12	89	\$2,064.08
WEDNESDAY	1/25/12	154	\$4,181.32
THURSDAY	1/26/12	98	\$2,513.46
		473	\$12,248.28
Day	Date	Number of Orders	Price
FRIDAY	1/20/12	6	-\$152.21
MONDAY	1/23/12	1	-\$42.98
TUESDAY	1/24/12	8	-\$115.66
WEDNESDAY	1/25/12	3	-\$9.75
THURSDAY	1/26/12	9	-\$224.98
		27	-\$545.58

CREDITS

GRAND TOTAL
GRAND TOTAL ORDERS

\$11,702.70
500

Total Commissary Units Sold
Less Postage/Stamped Envelopes

8075
372

Amount Subject to
Sales Tax
Total

\$5,818.39

Subtotal: \$ 11,702.70

Total: \$ 11,702.70

Please make checks payable to: **Trinity Services Group**
Remit to address:



1/23/2012

7:13:00AM

PICK LIST

Invoice: 149592

Name

Id: 1000852

Module: 4T

Serial #:

Qty	Item	Code #	Price	Amount
1	SALTINES BOX	2022	\$2.36	\$2.36
2	NUTTY BAR BOX	5906	\$2.22	\$4.44
2	ASPIRIN 2 PK	6295	\$0.23	\$0.46
3	IBUPROFEN 2 PK	6298	\$0.28	\$0.84
==>	8			
1	JOLLY RANCHERS	4017	\$1.33	\$1.33
==>	1			
1	2 POCKET FOLDER	7081	\$0.62	\$0.62
==>	1			
1	10 OZ NACHO TORTILLA	2619	\$2.33	\$2.33
1	HOT CHEES NIBBLES 8	2647	\$2.25	\$2.25
==>	2			
1	HOT SAUCE	5703	\$1.28	\$1.28
==>	1			
2	SARDINES IN HOT SAUC	5161	\$1.53	\$3.06
3	PEANUT BUTTER SQUEEZ	5527	\$0.73	\$2.19
==>	5			
1	SOAP IRISH SPRING 3.	6611	\$1.28	\$1.28
==>	1			
2	COOKIES - CHOC CHP	2807	\$1.32	\$2.64
==>	2			

21

Previous Balance	\$25.17	Base Sale	\$25.08
New Balance	\$0.08	Debitek:	\$0.00
		Tax:	\$0.00
		Total:	\$25.08

Signature: _____

Contents must be checked before opening bag. Open bags receive no credit.

Proposal for Inmate Commissary Services for the Oneida County Sheriff's Office

TRINITY
 INVOICE LIST
 FROM: 01/20/2012 TO: 01/26/2012

1/26/2012
 1:53:14 PM

INVOICES: All

<u>Sales</u>						
Inv #	Inst #	Inv Date	ID	Name	Tax	Amount
		01/23/2012	Total			\$3,489.42
		01/23/2012	Count			132
		01/24/2012	Total			\$2,064.08
		01/24/2012	Count			89
		01/25/2012	Total			\$4,181.32
		01/25/2012	Count			154
		01/26/2012	Total			\$2,513.46
		01/26/2012	Count			98
			Grand Total			12248.28
			Grand Count			473
Total Sales			Count: 473		\$0.00	\$12,248.28
<u>Credits</u>						
Inv #	Inst #	Inv Date	ID	Name	Tax	Amount
		01/20/2012	Total			(\$152.21)
		01/20/2012	Count			6
		01/23/2012	Total			(\$42.98)
		01/23/2012	Count			1
		01/24/2012	Total			(\$115.66)
		01/24/2012	Count			8
		01/25/2012	Total			(\$9.75)
		01/25/2012	Count			3
		01/26/2012	Total			(\$224.98)
		01/26/2012	Count			9
			Grand Total			-545.58
			Grand Count			27
Total Credits			Count: 27		\$0.00	(\$545.58)
Indigents Count:				0		
Grand Total:			Count: 500		\$0.00	\$11,702.70



Sample Reports from Canteen Manager

The following are samples of reports run from the Canteen Manager inmate banking application. All reports can be printed to screen, printer, text, or exported to Excel.

SALES ANALYSIS/ITEM REPORT					1/26/2012
FROM: 01/20/2012 TO: 01/26/2012					1:54:48 PM
Invoices: All					
Item	In Code	Tax	Qty	Price	
1.5 OZ RANCH DRESSING	5411	Y	141	\$84.60	
10 OZ NACHO TORTILLA CHIP	2619	Y	203	\$472.99	
10 OZ TORTILLA CHIPS	2634	Y	35	\$79.80	
100 GRAND 1.5 OZ.	4262	Y	1	\$1.15	
12 OZ BBQ CORN CHIPS	2643	Y	132	\$384.12	
2 POCKET FOLDER	7081	Y	8	\$4.96	
3 MUSKETEERS 2.13 OZ.	4266	Y	14	\$17.50	
3 OZ JALAPINTO TORTILLA C	2604	Y	20	\$33.80	
3 OZ SALSITAS TORTILLA CH	2641	Y	30	\$50.70	
3 OZ SPAM	5025	Y	4	\$10.40	
4.8 OZ VIENNA SAUSAGE	5026	Y	6	\$21.00	
5-FLAVOR CANDY ROLL	4030	Y	7	\$5.46	
5OZ BBQ CHIPS	2606	Y	168	\$349.44	
7 OZ CHEESE PUFFS	2512	Y	59	\$122.72	
8 OZ CHEESE NIBBLES	2511	Y	63	\$131.04	
AAA BATTERIES 4 PK	9511	N	53	\$138.86	
ACNE LOTION	6250	Y	1	\$2.53	
ADVIL 2 PK	6293	Y	9	\$9.27	
ALMOND JOY	4267	Y	5	\$6.25	
ANTACID TABLETS 2 PK	6321	Y	17	\$4.76	
ANTI FUNGAL CREAM	6263	Y	9	\$18.27	
APPLE PIE	3000	N	46	\$51.98	
ASPIRIN 2 PK	6295	Y	55	\$12.65	
ATOMIC FIRE BALLS	4001	Y	25	\$28.25	
BABY OIL	6571	Y	13	\$23.14	
BABY POWDER	6579	Y	38	\$58.14	
BABY RUTH 2.1 OZ.	4268	Y	7	\$8.75	
BANANA NUT MUFFIN	3001	N	9	\$14.67	
BBQ CHIPS	2605	N	8	\$7.84	
BBQ PORK SKINS	2589	N	26	\$21.06	
BEEF AND CHEESE STICK 1.1	5011	N	50	\$40.50	
BEEF JERKY	5003	N	12	\$21.36	
BIRTHDAY CARD	7040	N	11	\$16.17	
BLISTEX	6550	Y	2	\$4.72	
BLUE MAGIC HAIR AND SCALP	6650	Y	5	\$12.95	
BLUEBERRY MUFFIN	3004	N	4	\$6.52	
BODY LOTION ALOE	6553	Y	34	\$60.52	
BOTTLED WATER 20 OZ	5802	N	35	\$46.20	
BOXER SHORTS - 2XL	8005	Y	1	\$3.65	
BOXER SHORTS - 3XL	8009	Y	1	\$4.12	
BOXER SHORTS - LARGE	8003	Y	0	\$0.00	
BOXER SHORTS - MEDIUM	8002	Y	2	\$7.30	
BOXER SHORTS - SM	8001	Y	2	\$7.06	
BOXER SHORTS - XL	8004	Y	6	\$21.90	
BREATH MINT PEPPERMT	4034	Y	2	\$1.56	
BREATH MINT WINTERGREEN O	4036	Y	2	\$1.56	
BROWNIE	3009	N	23	\$19.78	
BUTTERFINGER 2.1 OZ.	4269	Y	23	\$28.75	
BUTTERSCOTH DISC	4008	Y	52	\$50.96	
CARAMEL CREAMS	4009	Y	3	\$2.88	
CARD HISPANIC BIRTHDAY	7028	N	1	\$1.47	
CASHEWS	2101	N	4	\$10.48	
CERTS	4010	Y	4	\$3.64	
CHAPSTICK	6551	Y	14	\$17.92	
CHEDDAR CHEESE	5201	N	4	\$3.12	
CHEDDAR FRIES	2503	N	35	\$20.65	
CHEDDER CHEESE-TUB	5206	Y	24	\$51.60	

Proposal for Inmate Commissary Services for the Oneida County Sheriff's Office

GL Account List				
As Of: 01/31/2012				
Code	Description	Dr/Cr	Debit Balance	Credit Balance
BANK	Checking Account	Dr	2,097,306.64	0.00
BNKHUB	Checking /Huber/	Dr	255.00	0.00
BOND	Bond Account A/P	Cr	295.00	0.00
BONINM	Inmate Bond	Cr	0.00	9,731.74
BRDISC	Bank Rec Discrepancy	Cr	0.00	30,702.93
BRINT	Bank Rec Interest Earned	Cr	45.00	0.00
BRSRV	Bank Rec Service Charge	Dr	0.00	558.00
CAN	Canteen Services of Michigan	Cr	10,114.50	0.00
CAP	Canteen Corp A/P	Cr	0.00	250.66
CD1	Safe (Deposits)	Dr	0.00	283.00
CD2	Withdrawals	Dr	490.00	0.00
CD3	Cash Drawer #3	Dr	208.00	0.00
CD4	Cash Drawer #4	Dr	0.00	754.21
CD5	Cash Drawer # 5	Dr	40.00	0.00
CDC	Undeposited Funds	Dr	6,159.20	0.00
DCDISC	Debit Card Bank Wdr. Discrep.	Cr	0.00	0.00
DCRDAP	Debit Release Cards A/P	Cr	0.00	178.26
DEBTAP	Debt A/P	Cr	0.00	9,286.55
DEBTAR	Debt A/R	Dr	15,602.69	0.00
DIVAP	Diversion A/P	Cr	0.00	0.00
DIVAR	Diversion A/R	Dr	0.00	0.00
EDPAR	Electronic Deposits A/R	Dr	448.78	0.00
EDPDSC	Elec. Deposit Discrepancy	Cr	0.00	2,372.00
INM	Inmate A/P	Cr	0.00	2,046,475.13
KSKFEE	Kiosk Deposit Fee	Cr	0.00	7,825.25
MEDAP	Medical A/P	Cr	0.00	17,238.56
MEDAR	Medical A/R	Dr	0.00	100.00
MRELS	Multiple Release	Cr	0.00	0.00
OPNBAL	Opening Balance	Cr	0.00	0.00
PAYRLL	Payroll	Dr	0.00	0.00
PDAP	Property Damage A/P	Cr	0.00	14,021.60
PHTIME	Phone Time	Cr	0.00	250.00
PRLDSC	Payroll Reimburs. Discrep	Cr	50.00	0.00
RBAP	Room & Board A/P	Cr	0.00	109.79
RBAR	Room & Board /A/R/	Dr	6.00	0.00
RECL	Reclaimed Checks	Cr	0.00	40.00
RTER	Retained Earnings	Cr	10,267.00	0.00
SAP	Securus phone Company	Cr	0.00	0.00
SAVINM	Inmate Savings /Huber/	Cr	0.00	1,515.13
WREXP	Work Release Expense	Dr	405.00	0.00



Sales Analysis Report by Item
From: 01/31/2002 To: 01/31/2012
By Item Name

Item	UPC Code	Tax	Qty	Cost	Price	Total Invoices
ALMOND JOY (1.61 OZ)	1634	Y	10	0.0000	8.70000000	89
BABYRUTH (2.1)	1602	Y	3	0.0000	2.61000000	89
BAG O RICE	1108	Y	5	0.0000	5.00000000	89
BATTERIES C	1931	Y	2	0.0000	2.90000000	89
BIG HUNK (2 OZ)	1643	Y	3	0.0000	3.00000000	89
BOX OATMEAL CREME PI	1562	Y	8	0.0000	11.12000000	89
CALLING CARD	123456	N	79	0.0000	7,682.25000000	89
CAPPUCCINO (5.12 OZ)	1210	Y	1	0.0000	2.65000000	89
CHEETOS	567	N	10	0.0000	9.50000000	89
CHERRY DRINK MIX 6 O	1227	Y	2	0.0000	3.20000000	89
COCA COLA 20 OZ	1221	Y	1	0.0000	0.75000000	89
CUP OF NOODLE BEEF	1154	Y	8	0.0000	6.00000000	89
FRITOS	123	N	31	0.0000	29.45000000	89
GIFT CERT	GC1	N	1	0.0000	-1.00000000	89
GRAPE JELLY	1146	Y	14	0.0000	39.20000000	89
JUICY FRUIT 5PK	1652	Y	1	0.0000	0.25000000	89
PHONE SALES	2000	N	3	0.0000	15.00000000	89
PHONE TIME	9000	N	250	0.0000	250.00000000	89
SNICKERS BAR	12345	N	42	0.0000	65.29000000	89
SOCKS	1234	N	48	0.0000	120.00000000	89

CSUI - Customer Service User Interface

Our unique secure website gives you the ability to view and manage information in new ways – regardless of the data source. The new “CSUI” application is a web-based reporting and customer service tool that uses data from our services to run reports and perform various customer service functions. Web deposits, MyCarePack purchases and kiosk activities are some of the sources that can be reported on in a variety of ways in real-time. All reports can be exported to Excel for additional functionality. The CSUI has proven extremely popular with financial personnel and those charged with the responsibility of tracking or accounting for fiduciary activity.

Deposit List Remittance Report Breakout Report	
<ul style="list-style-type: none"> Deposits Orders Transfers File Maintenance Analysis Support Tools 	<h3>Deposit List</h3> <p>Deposit List allows you to view all deposit transactions entered through different deposit methods</p> <p>Report Options</p> <p>Institution: Butte County <input type="button" value=">>"/> Alameda County <input type="button" value="<<"/></p> <p>Date Range: From <input type="text" value="8/15/2009"/> <input type="checkbox"/> Time <input type="text" value="00"/> : <input type="text" value="00"/> : <input type="text" value="00"/> (Eastern) To <input type="text" value="8/22/2009"/> <input type="checkbox"/> Time <input type="text" value="23"/> : <input type="text" value="59"/> : <input type="text" value="59"/></p> <p>Inmate ID: <input type="text"/></p> <p>Inmate Last Name: <input type="text"/></p> <p>Remittance Batch #: <input type="text"/></p> <p>Confirmation #: <input type="text"/></p> <p>Device Close Batch #: <input type="text"/></p> <p>Pay Type: All <input type="button" value="v"/></p> <p>Sort By: DateTime <input type="button" value="v"/></p> <p>Source: All <input type="button" value="v"/></p> <p style="text-align: center;"> <input type="button" value="Cancel"/> <input type="button" value="Screen"/> <input type="button" value="Print"/> <input type="button" value="Export"/> </p>

Service and Support

Trinity Services Group has built a robust support network to deploy, support, and train on our systems. Dedicated project managers, network architects, computerized remedy systems and motivated trainers are key components to providing clients professional support to accompany all our systems. Add to that our tradition of personal attention and clients have a complete system they can depend on to meet their needs.

Trinity Services Group uses SonicWALL technology to establish secure remote VPN access into systems for support. We also use Bomgar systems for interactive remote training and support. All mission critical server hardware is covered under four hour response manufacturer's warranty.

All other hardware is covered by on-site or exchange warranties satisfactory to the client's needs. Backup hardware is available if there are any unexpected delays in warranty support. We have trained support personnel dedicated to supporting our systems. Trinity Services Group will provide detailed Standard Operating Procedures for our systems, including a backup system designed specifically for the environment.

Training on systems will be provided at no cost to your facility. On-site personnel, supported by training documentation, will train on all aspects of all systems installed. Video training, for ongoing training, is available for the Inmate Kiosk system.



Internet Ordering - MyCarePack

MyCarePack.com offers a unique resource to allow friends and family to order commissary through a web-based shopping cart. MyCarePack can enforce facility-specific purchase restrictions as well as spending limits. Advanced fraud filter technology and full PCI compliance ensures that the site stays reliable and secure. MyCarePack orders are packaged and shipped by Trinity using the same level of care and security that is used for every commissary order.

The MyCarePack site interacts with various external systems. Trinity is responsible for building and maintaining these interfaces. All costs as well as technical issues relating to interfaces with MyCarePack are managed by Trinity.

As a complement to MyCarePack, Trinity provides the CSUI web site, which is a reporting and querying tool for use by correctional facilities. Using the CSUI, Trinity and jail staff can select various reporting criteria, and see the transactions that have occurred on MyCarePack on a real-time basis.

Payment for MyCarePack purchases are received on MyCarePack. Trinity is responsible for the proper operation of the shopping cart software and all related functionality. This includes maintenance of PCI compliance standards, privacy policies, security policies and all other industry-standard criteria for proper operation of a public-facing ecommerce web site. Payments received through the MyCarePack web site are deposited into a merchant account.

MyCarePack has an excellent track record of reliability and performance. The goal of this support policy is to ensure the highest possible level of service and to allow Trinity and the correctional facility to take maximum advantage of this resource.

my shop...click...ship
care pack.com

your time is valuable.

your friends and family depend on you for support when they need it most

? So, what is MyCarePack.com?

MyCarePack.com is a free service that enables you to purchase Commissary Care Packages for your friends and family.

Care Packages offered by MyCarePack range in size and content...and we're sure that **we've got the perfect care package** ready for you!

Visit the site...place your order...sit back and relax while **we take care of all the details.** No more sitting in traffic only to wait in a line to make a deposit to a trust fund account. With MyCarePack.com **you don't have to leave your house** to show your friends and family that you care.

Shopping at MyCarePack.com is **safe, private and convenient.** Orders are received instantly at one of our fulfillment centers and delivery is always completed in less than one week (often in only a couple days).

Visit www.mycarepack.com to place your first order today!

www.MyCarePack.com

on the road so you don't have to be

24 hours a day. 7 days a week.




Convenient. Safe. Reliable.

We're always open for you.

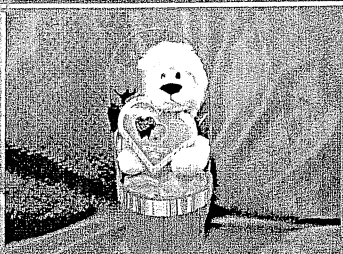



HAPPY BIRTHDAY

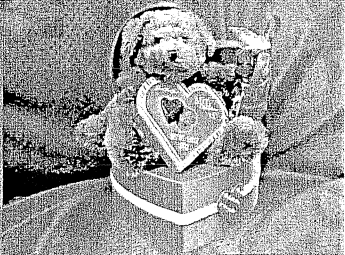


Order a gift, sent to someone you care about today.
Order on your commissary order form from your approved visitors list, provide the address and let Trinity do the rest!

0994# Child Gift

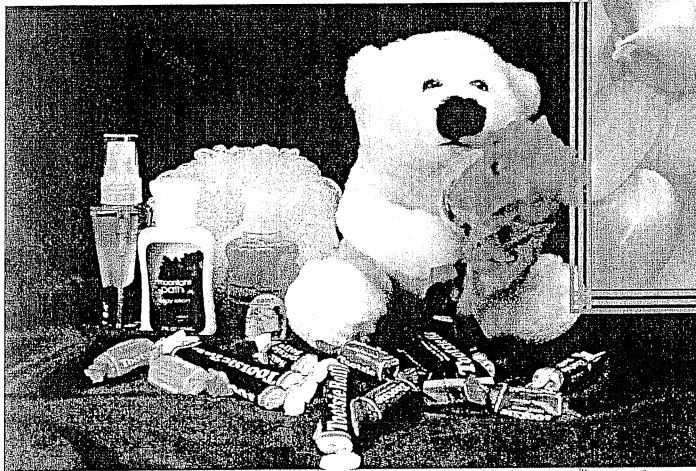


Gift Basket
995# Sm

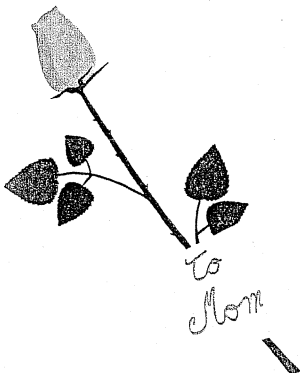


996# Gift Basket Med

Order a gift, sent to someone you care about today.
Order on your commissary order form from your approved visitors list, provide the address and let Trinity do the rest!



Mother's Day



0996# Gift Basket Med



Inmate Funds Management

We have developed a complete system that closes the loop on inmate financials, relieving the facility of the need to handle inmate monies. The key features to our inmate funds management package are:

1. Lobby kiosks that accept cash and credit card deposits for inmates from loved ones coming to the facility
2. Call centers and web deposits that accept deposits remotely for inmates
3. Booking kiosks that accept cash from inmates being booked into the facility
4. Card release systems that replace checks or cash payouts to released inmates and electronically transfer funds to the cards
5. Cash bond systems that accept cash bonds via cash or credit card on our lobby kiosks



We would like to introduce the new "Smart Deposit" system. Smart Deposit is a new way of placing inmate deposits. Smart Deposit is offered on the web, by phone and on our new lobby kiosk.

Smart Deposit / Kiosk - Key features

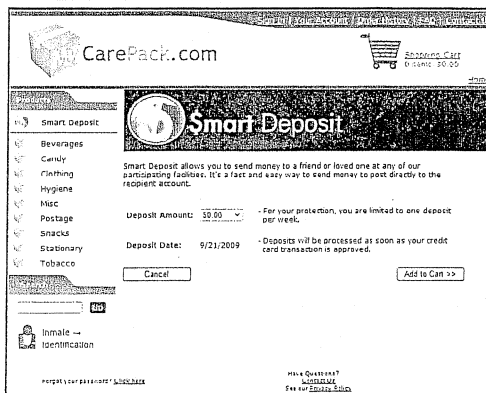
Smart Deposit/kiosk is a new kiosk design that stresses simplicity, speed and posting accuracy.

- FAST posting of funds to inmate account
- FAST search for newly booked inmates
- REAL TIME web reporting on all transactions
- Full-cycle tracking of funds within the same system – Lobby Kiosk, web reporting, Canteen Manager – never lose track of funds.
- Accepts cash, credit and debit
- Full PCI compliance
- Remote monitoring system alerts support staff if there is a service issue



Smart Deposit / Web – Key Features

Smart Deposit integrates into MyCarePack – a site friends and family already trust. MyCarePack.com is the only site offering the ability to place a commissary order and make a deposit during the same visit.



- Deposits are posted quickly – in 10 minutes, or less
- Easily add to an existing MyCarePack site
- Fast ACH transfer of funds to client's account
- Web-based reporting of remittances to the facility – no guesswork
- Full web-based reporting tool to instantly track all transactions

Deposit funds from Smart Deposit/kiosk or Smart Deposit/web. Either way, the deposit is Fast, Simple...Smart.

Smart Deposit — from Anywhere! *We're Always Open for You!*

Smart Deposit is the easiest way to deposit funds on behalf of an inmate. The Smart Deposit family includes web and phone deposits. Now you can go online to make a deposit, place an order, or both right from the comfort of your own home. www.MyCarePack.com —
What a great way to show them how much you care!

We know that your time is valuable, so visit MyCarePack.com today, and put together a gift pack or make a deposit, then sit back and relax while we take care of all the details!



*"Mom said I could buy my Dad
a gift package for his birthday
on MyCarePack.com!"*

How to Place a SMART DEPOSIT

www.MyCarePack.com

OR

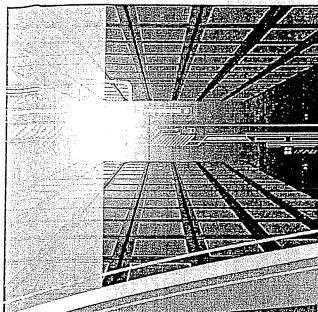
Toll Free (866-394-0490)

*It's a great way to show your family
and friends that they can depend
on you when they need it most!*

Visit www.mycarepack.com and place your order today!



TRINITY SERVICES
GROUP, INC.



Smart Deposit Technology Solutions

- ✓ Highly Secure
- ✓ Real Time Card Loading
- ✓ Replaceable if lost or stolen
- ✓ Worldwide Acceptance
- ✓ 24/7/365 Customer Service
- ✓ Fast, Simple... Smart

Put 15 years of inmate banking experience to work for you...

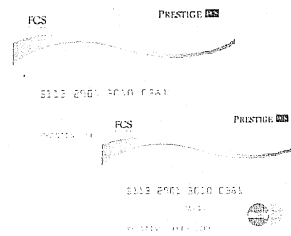


Debit Cards on Release

Today's correctional facilities demand quick and efficient solutions for inmate banking, including the distribution of inmate funds at release. Smart Deposit's Debit Cards on Release meet that challenge. This service is free to the facility and removes the burden of writing checks at release.

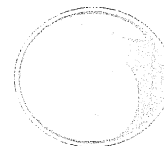
Key Features

- Fast, real-time "loading" with Canteen Manager (or your inmate banking system)
- Immediate activation and funds availability
- 24/7 Customer Service
- Accepted at over 900,000 ATMs worldwide
- Use for purchases at millions of merchants that accept Visa and MasterCard
- Replaceable if lost or stolen
 - Released inmate calls toll free number for card replacement



Facility Benefits

- No cost to facility - low activation and ATM fees paid by card holder
- Simplifies the release process
- Reduces check writing
- Reduces bank account reconciliation time
- Overall reduced staff labor equals cost savings



Smart Deposit Booking Kiosk

The Smart Deposit Booking Kiosk provides valuable features and benefits that only Smart Deposit can provide:

- Minimize staff cash handling and repeated counts – saving time
- Counter top kiosk – uses less space in the booking area
- Easy to use bilingual touch screen
- No cost to the correctional facility
- Accepts Cash
- Accepts Visa and MasterCard credit and check cards
- Real-time interface with our inmate financial fiduciary program
- Prints two receipts – one for inmate property file and one for jail records
- Can be used to apply funds to:
 - Commissary account
 - Post bond
 - Pay booking fees



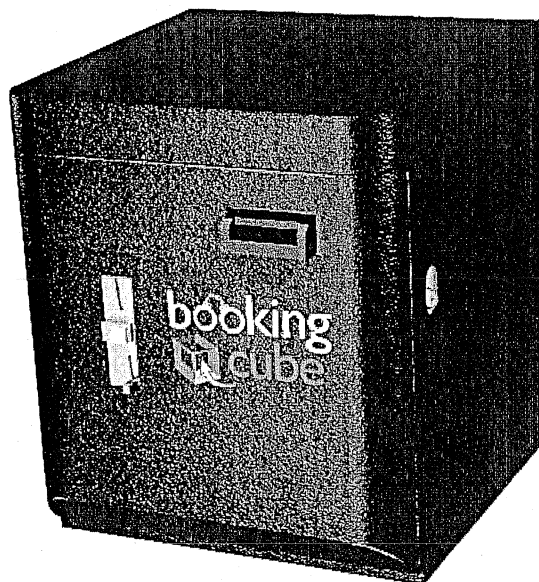
Smart Deposit Booking Cube

The Smart Deposit Booking Cube is Trinity's new approach to the traditional booking kiosk. The Booking Cube was designed by Trinity's financial and technology experts specifically to ease, in a secure and easy manner, your booking officer's task of receiving inmates' incoming monies.

The Booking Cube provides correctional facilities with a small-footprint alternative to large Booking Kiosks. By integrating functions with our Canteen Manager inmate banking system, the Cube automates the money handling process in an easy-to-use, secure alternative to manual processing. Received funds are automatically entered into an inmate's trust fund account and tracked in our Canteen Manager system.

The Booking Cube has all the features of a Booking Kiosk in much less space.

- No need for a new data line
- Connects via USB to an existing Canteen Manager workstation
- Prints from an existing printer
- Securely stores cash until picked up by an armored car service





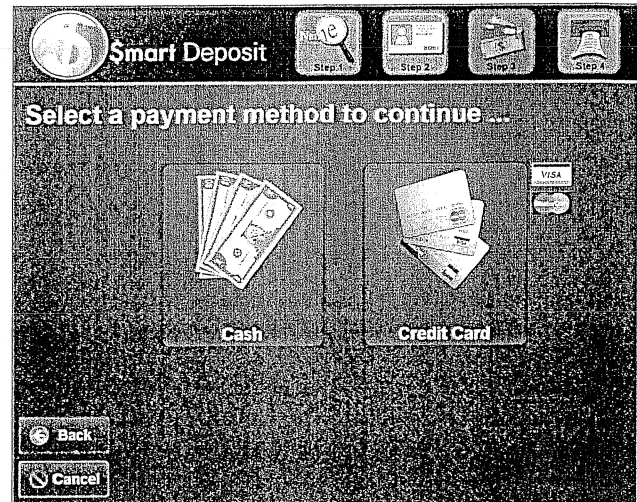
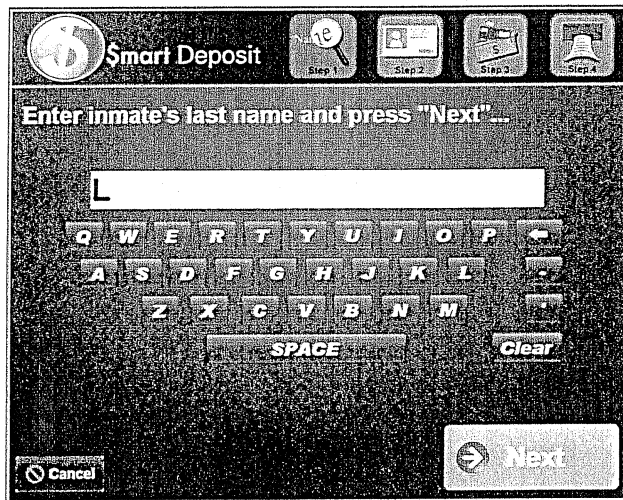
Smart Deposit Lobby Kiosks

The Smart Deposit Lobby Kiosk stresses simplicity, speed and posting accuracy... all demands of corrections today.

Key Features & Benefits

- Increase commissary sales – easier for friends and family to add funds to inmates account on visits
- Real-time posting to the inmate account with our inmate financial fiduciary program
- Real-time search of newly booked inmates
- Accepts Cash, MasterCard and Visa credit and check cards
- Web based reporting tool for easy tracking of deposits
- Full PCI Compliance
- No setup, hardware or maintenance costs to facility...costs are paid by fees to users

Simple Touch Screen Menus - Bilingual in English and Spanish. User follows easy step-by-step menu options to select inmate and payment type. Swipe a card or insert cash and in moments the inmate account is credited real time.



Inmate Mail

Trinity Services Group's proprietary inmate mail system is Smart Mail. The system attacks a major problem that exists in a lot of facilities, handling and processing traditional mailed letters to inmates, by eliminating them altogether.

Smart Mail allows friends and family to send mail messages to inmates. And, where our ASK Inmate Kiosk system is deployed, inmates can receive messages directly to the kiosk.

For security, Smart Mail calculates a score for each message, and each message is reviewed by an officer. Once mail is approved, inmates view their mail on the ASK inmate kiosk system. Mail may also be printed and delivered to the inmate for non-ASK facilities.

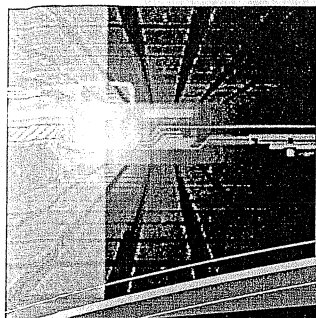
The screenshot displays the 'Review Mail Message' interface. On the left is a 'Category' sidebar with icons for Deposits, Orders, Mail, File Maint, Analysis, Support, and Tools. The main area has tabs for 'Manage email' and 'Reports'. The message details are as follows:

From:	To:	Score	99
Sent:	Friday, February 25 th 2011 13:02:08		
Subject:	It seems like a long time since our last visit		

The message preview text reads: "There is a new book out by Tom Clancy. I hear that it is pretty good, but there is a lot of violence. It is set in Afghanistan and describes scenes of torture by the Taliban. It describes how they make bombs and plan to attack Nato troops. It is too strong for my taste, but you may like it."

At the bottom, there are buttons for 'End', 'Print', 'Delete', 'Approve', 'Message Log', and 'Reject'. The approval and delivery status are shown below:

Approval Status	Approved	By	Sgt. Walker	2/13/2011 13:03:33
Delivery Status	Printed	By	Sgt. Moore	2/13/2011 13:07:20



A New Approach to Inmate Mail

There's a better way – Smart Mail

Inmate mail delivery just got better using Smart Mail...

Smart Mail Saves officer's time and increases security by allowing messages to arrive through the web rather than through the mail. Nothing is delivered to the inmate until an officer says so, creating a simple, secure procedure for processing electronic messages. A unique scoring system automatically analyses mail content.

REMOTE TECHNOLOGY

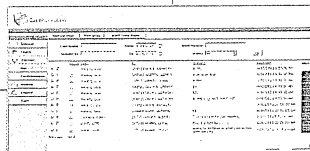
SmartDeposit.com is a new web site that combines inmate mail, inmate deposits as well as **Bind** in a single convenient location. Friends and family have the convenience of a single source while correctional facilities have the confidence of knowing that transactions are secure and reliable. And, each transaction integrates seamlessly with your inmate banking, and inmate banking program, and the ASK inmate kiosk system. Feature rich, and fully integrated make Smart Mail an easy choice.

IT'S ALL ABOUT SECURITY

- ✓ Fully web-based
- ✓ No new hardware
- ✓ You control each message



Friends & Family enter message



Officer – Approve/Reject

Facility



View on kiosk

or



Print & deliver

- Quick and convenient for friends and family to create a message for an inmate
- Fully paperless system – display message on ASK inmate kiosk, or print onto your printer
- Prevents contraband associated with incoming and outgoing mail
- Mail is checked for content, and only delivered after it is approved by an officer
- Designed for the most demanding corrections environment – yours!

WHY IS "Smart Mail" A GOOD CHOICE?

Technology is all about saving time. But in the world of corrections, security must be maintained. Smart Mail accomplishes both, with no cost to the correctional facility. Smart Mail makes it simple for friends & family to create a message, then the message is automatically "scored" based on a custom word search. Officers can review, search and filter messages using a simple on-line tool. If approved, messages are delivered to Trinity's ASK inmate kiosk system, or printed and delivered to the inmate. The jail maintains full control and a complete record of all messages that reach the inmate. As a result, staff hours required for handling outside mail is drastically reduced while increasing security by preventing contraband through mail. Allow technology to work for you while maintaining the level of security you require.

TRUSTED AUTOMATION

The One thing that makes Trinity different is experience. Trinity is a pioneer in the corrections industry. Using refined development and testing methods, the entire family of Trinity technology products can be implemented with confidence. Industry-leading technology combined with industry-leading customer service makes Trinity stand apart.

TRINITY SERVICES GROUP, INC.



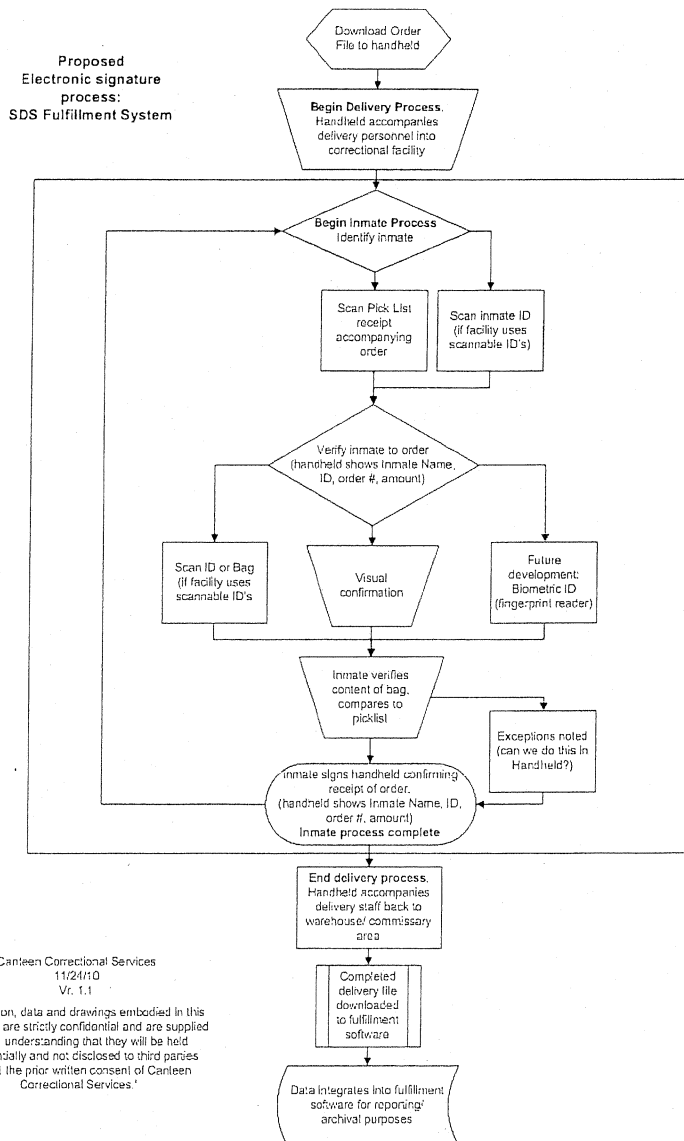
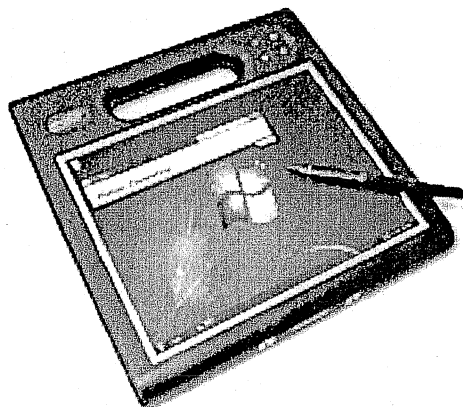
Smart Delivery - Signature Capture

Taking the Paper Out of Commissary Deliveries

Traditional delivery methods center around paper receipts. Inmates sign receipts for orders and the "paper" becomes the document of record.

Smart Delivery will:

- Streamline commissary deliveries
- Create Paperless transactions
- Process credits on-the-spot
- Create BIG SAVINGS by easing research of past orders
- Will Integrate into existing software systems



Canteen Correctional Services
 11/24/10
 Vr. 1.1
 Information, data and drawings embodied in this document are strictly confidential and are supplied on the understanding that they will be held confidentially and not disclosed to third parties without the prior written consent of Canteen Correctional Services.



Trinity TakeOut

Trinity Services Group is now offering Trinity Take-Out, a program for inmates that offer additional high quality fresh food items for purchase.

Trinity Take-Out serves as an incentive for positive inmate behavior and a staff morale booster while increasing the utilization of taxpayer assets.

Inmates who qualify with good behavior and have money in their account are eligible to purchase one of any number of food items. A portion of the proceeds, after costs and labor, go to a purpose or cause designated by your facility.

Secure Delivery

- Eligibility is determined each Friday
- Officers provide menus to inmates.
- Orders collected by 8 a.m. Saturday
- One item limit per week (inmates only)
- Prepared and delivered fresh
- Delivery between 12 & 1 p.m. Saturday
- ID badge needed to receive order

How it Works

- A monthly calendar is distributed, giving advance notice of available meals
- A full menu is presented to staff and inmates a week before delivery
- Eligible "Good Behavior" inmates are given the menu
- Orders are collected and funds are debited from an inmates account
- All items are approved by facility staff. Food is prepared and delivered fresh to your facility between 12 p.m. & 1 p.m. Saturday
- If an inmate receives disciplinary action between order and delivery and/or is unable to receive the order, money will not be refunded



*Freshly Prepared Food for
Staff & Inmate Populations*



Alternative Cart Service

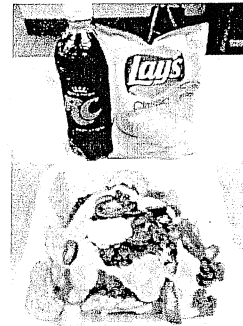
Trinity also offers a cart service that can travel to each housing unit and have products available for purchase. A pre-set menu can be distributed one day in advance with funds debited from an inmate's account prior to delivery. Offerings are typically standardized to ensure shorter turn around times.

Sample Offerings



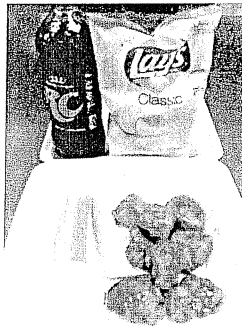
Black Angus Cheeseburger

1.5 oz. Bag of Chips
20 oz. Chilled Cola



Beef Nachos Grande

1.5 oz. Bag of Chips
20 oz. Chilled Cola



Boneless Buffalo Wings

1.5 oz. Bag of Chips
20 oz. Chilled Cola



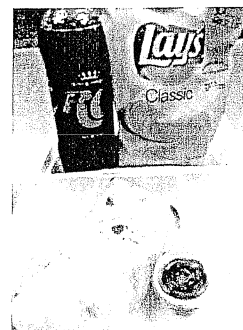
Chili Cheese Dog

1.5 oz. Bag of Chips
20 oz. Chilled Cola



8" Pepperoni Pizza

1.5 oz. Bag of Chips
20 oz. Chilled Cola



Jumbo Beef Burrito

1.5 oz. Bag of Chips
20 oz. Chilled Cola



So Many Possibilities!

SUPER BOWL SUBS



CINCO DE MAYO TACOS



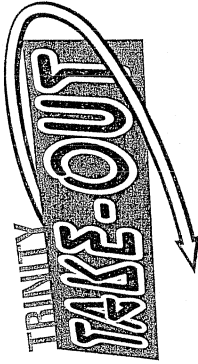
SUMMER WING DINGS



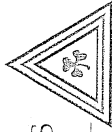
COOKIES!



MARCH MADNESS PIZZA



By
**TRINITY SERVICES
GROUP, INC.**



How it Works

Typically, a menu is presented a week before the delivery date, collected three days prior to delivery and processed to debit funds from the inmate's account.

A calendar is developed and updated monthly to let you know well in advance what items are going to be available and how much they will cost. The calendar also lets you know what day the money will be deducted from the inmate accounts.

The items will be varied and of the same quality and portions that are available from your favorite restaurants. Any and all items placed on the menu will first be approved by County staff. Trinity staff distributes meals to inmates who have verified orders.

Cart Service

Trinity also offers a cart service that can go to each housing unit and have products available for purchase with a short advanced order process. A pre-set menu would be distributed one day in advance with funds debited from the inmate's account prior to delivery. Offerings would be standard to accommodate the shorter turn around times.

Food service as an incentive for positive inmate behavior and a staff morale booster are two ways to increase utilization of taxpayer assets.

Inmates who qualify with good behavior (or whatever criteria you establish), and have money in their account are eligible to purchase one of any number of food items. These items can be prepared fresh in the kitchen or ordered from a favorite local restaurant. A portion of the proceeds, after costs and labor, go to a purpose designated by the county.

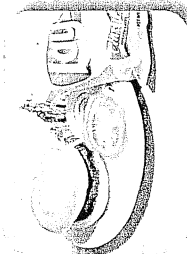
Staff also has the opportunity to purchase these quality selections for less than they would normally have to pay at a restaurant—a GREAT way to boost morale.

Getting Started

- Determine
 - Eligibility Requirements
 - Frequency of Delivery
 - Delivery Time
 - Order, Deduction and Delivery Days
 - Menu Selections
 - Pricing and Commission Levels
- Sample Products
- Establish an account for payment in the Jail Management System



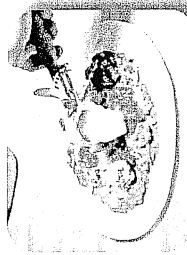
Sample Meals for Inmates and Staff!



BLACK ANGUS CHEESEBURGER
with 1.5 oz. potato chips and 20 oz. chilled soda



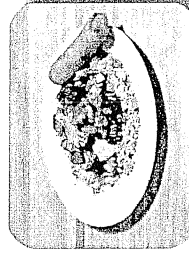
BEEF NACHOS GRANDE
with 20 oz. chilled cola



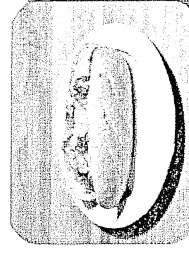
JUMBO CHICKEN BURRITO
with 20 oz. chilled cola



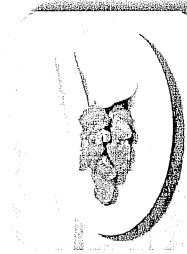
ULTIMATE CHEF SALAD
with 20 oz. chilled soda



SZECHWAN CHICKEN RICE BOWL
with EGGEROLL and 20 oz. chilled cola



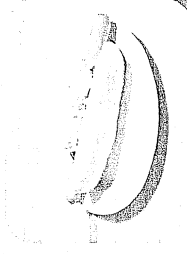
ITALIAN MEATBALL GRINDER
with 20 oz. chilled cola



BONELESS BUFFALO WINGS
with CELEBRY and 20 oz. chilled cola



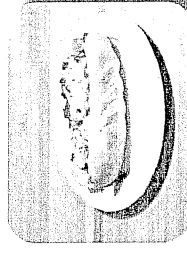
BEEF TERIYAKI RICE BOWL
with EGGEROLL and 20 oz. chilled cola



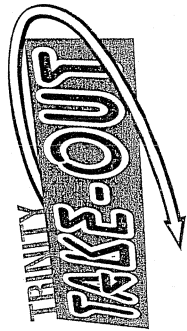
CHICAGO CHILI CHEESE DOG
with 20 oz. chilled soda



CLASSIC SUPREME PIZZA
with 20 oz. chilled cola



CHICKEN PARMESAN SANDWICH
with 20 oz. chilled cola



Sample Operating Plan

(Meal plans are fully customized for your facility)

- Every Friday the facility determines if an inmate is eligible to participate
- An officer will provide a menu to eligible inmates to place an order from Trinity Takeout
- The completed menus are collected by 8 a.m. Saturday
- Only 1 item can be ordered per week
- Orders are prepared fresh on Saturday and delivered between 12 p.m. and 1 p.m.
- ID badge must be presented at time of delivery to receive order
- If for any reason an inmate receives disciplinary action between the times the order is placed and delivered and is unable to receive their order, money will not be refunded
- All garbage must be disposed of appropriately and immediately

Call Trinity Services Group Today:
(855)-705-5538

Let us show you how to **BOOST MORALE** and increase your utilization of taxpayer assets!
www.TrinityServicesGroup.com



System Security

Trinity Services Group uses Industry-standard practices to protect and safeguard data and systems. A specific plan is tailored to the requirements and environment at each facility.

In general, the following are standard procedures and practices:

1. All servers are protected via standard Microsoft password security, blocking access to unauthorized personnel, both locally and remotely. This includes server and SQL database access. Control and use of administrative passwords are very tightly controlled.
2. Remote access capabilities are carefully monitored and restricted to authorized, need-to-access personnel. Access policy and methodology are developed on a system-by-system basis predicated upon local or facility security policies.
3. Our warehouse software has sophisticated security protocols built around a password scheme that allows layered security access to the program. Program security is configurable to specific needs.
4. A password scheme involving scheduled password renewal and review of those granted access is developed for every system.
5. Our standard for virus protection and intrusion software, Symantec Corporate End Point, is installed and configured on every Trinity Services Group computer and server. Definition updates and system scans are configured to occur on a daily and/or as-needed basis.
6. Regularly scheduled data backups are configured into all systems to protect critical data in case of equipment failure. Backups are to either removable media or external devices, depending on environment. Procedures for control and protection of media are developed on a system-by-system basis predicated upon local or facility security policies.
7. Our preferred method of data communication is via secure VPN, protecting data during the transmission process. Our manufacturer of choice is SonicWall, however, we have access to other hardware if the situation requires it. Trinity Services Group works with local personnel to develop a secure communications channel for every system.
8. Support personnel routinely review system logs and other data storage records to ensure integrity of data.
9. Trinity Services Group works with local staff and/or IT personnel to develop policies and procedures for securing on-site hardware.

Cost Proposal

2.6.2 - Commissions due to the County shall remain in the control of the County at all times and shall be paid to the County on Adjusted Gross Sales (sales less noncommissionable items as determined by the County). Commissions shall be paid on gross sales less postage and any items sold to the inmates by the County. Commission will be 30% fixed rate.

ONEIDA COUNTY CORRECTIONAL FACILITY


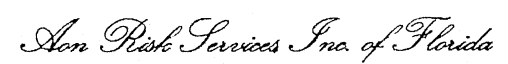
INMATE CANTEEN SELECTIONS (option 1)

BEVERAGES		SNACKS		CANDY	
2101	COFFEE TASTERS CHOICE SINGLE SERVE 1.5g	\$0.40	9202	GRANOLA-OAT & HONEY Nature Valley 1.5oz	\$0.80
2121	COFFEE REG BOLD 3 OZ	\$5.40	2032	WHEAT THINS 1.75oz	\$0.80
2100	HOT COCOA-SGL Nestle .73oz	\$0.30	5039	POPCORN SMART FOOD 1oz	\$0.75
9130	10 PK SWEETENER (10 Packets 1g ec)	\$0.60	1618	HMO PRETZELS Snyder's 2.25oz	\$0.99
9162	10 CT SUGAR (10 Packets 1oz)	\$0.65	1629	CHEF MIX BOLD 1.75oz	\$0.80
9105	10 CT CREAMER (10 Packets 2.5g ec)	\$0.65	0124	TWIN BEEF STICKS O'Brien's 1.125oz	\$0.80
4015	ORANGE BREAKFAST DRINK 12OZ Food Exp	\$2.55	9136	BEFF&CHEESE STICK O'Brien's 1.125oz	\$0.99
2109	ORANGE DRINK MIX SS .77oz	\$0.35	6122	RICE KRISPIE TREATS Kelloggs 2.13oz	\$0.99
2110	CHERRY DRINK MIX SS .77oz	\$0.35	9135	SUMMER SAUSAGE 5OZ	\$2.75
2111	PUNCH DRINK MIX SS .77oz	\$0.35	5024	SUN FLOWER KERNELS LSS 2oz	\$0.95
2112	LEMON DRINK MIX SS .77oz	\$0.35	5030	BEEF JERKY 9 OZ	\$1.90
2113	ICEA TEA DRINK MIX SS .77oz	\$0.35	5012	MACKEREL POUCH 3.53oz	\$1.90
6132	GRAPE DRINK MIX SS .77oz	\$0.35	6604	CHEESE ON CHEESE CRACKERS Austin 6pk	\$0.65
2106	BLACK CHERRY SUGAR FREE 1.4g	\$0.30	9210	SLICED PEPPERONI 3.5oz	\$2.40
2119	ORANGE SUGAR FREE 1.4g	\$0.30	1669	HOT AND SPICY BEEF STICK 5OZ	\$2.75
2116	PUNCH SUGAR FREE 1.4g	\$0.30	9203	GRANOLA BAR - PEANUT Nature Valley 1.2oz	\$0.75
2115	ICED TEA SUGAR FREE 1.4g	\$0.30	1667	ALL ENERGY TRAIL MIX Kar Nut 2oz	\$0.75
2114	LEMON SUGAR FREE 1.4g	\$0.30	9111	PEANUT BUTTER JAR 18 OZ	\$4.99
TRINITY SERVICES		CHIPS		CANDY	
GROCE/INC.		6620	CHEEZ-IT 1.5 OZ	0106	YORK PEP. MINT 1.43oz
1630	DANISH CHERRY Clover Hill 4.25oz	\$1.10	5005	BBQ CORN CHIPS HSS Herr's 1.5oz	\$1.05
6108	HONEY BUN Mrs Freshleys 5oz	\$1.15	5033	BBQ POTATO CHIPS Herr's 1.5oz	\$0.89
6110	DONUTS Mrs. Freshleys 3oz	\$1.05	5034	JALAPENO CHIPS Herr's 1.25oz	\$0.89
5302	CINNAMON CRUMB CAKE Clover Hill 4oz	\$1.05	1635	CHEETOS frito Lay 2oz	\$0.89
1634	POPCART STRAWBERRY Kelloggs 3.6oz	\$1.05	5500	PARTY MIX Keystone 1.5oz	\$0.89
1633	POPCART BS CINN Kelloggs 3.52oz	\$1.05	1616	NACHITOS Herr's 1oz	\$0.89
6106	TEXAS CINN ROLL Mrs Freshleys 4oz	\$1.10	1606	HOT FRIES Andy Capp .85oz	\$0.55
1621	BLUEBERRY MUFFIN Otk Spunkmeyer 4oz	\$1.35	5040	HERRS BITE SIZE PRETZELS 2.75oz	\$0.89
0277	SWISS ROLL 12PK Little Debbie 13oz	\$3.89	5035	HERRS REGULAR CHIPS Herr's 1.5oz	\$0.89
2790	NUTTY BAR 6PK Little Debbie 12oz	\$3.89	1615	FRITOS Lay 2oz	\$0.89
0278	FUDGE BROWNIE 12PK 13oz	\$3.89	1685	COMBOS REGULAR 1.8oz	\$0.89
6109	APPLE PIE Mrs Freshleys 4.5oz	\$1.20	2007	JALAPENO CHEETOS LSS Frito Lay 2oz	\$0.89
1631	CHEESE DANISH Clover Hill 4 oz	\$1.00	1677	SOUR CRM & ONION CHIPS Herr's 1.5oz	\$0.89
7335	CHOCOLATE CUPCAKES Tastycake 3.25oz	\$1.05	3055	HOT CHEESE POPCORN LRG BAG Herr's 2.5oz	\$1.80
6631	FIG NEWTON Nabisco 2oz	\$0.99	3054	CHEDDAR CHEESE POPCORN Herr's 2.125oz	\$1.80
PREPARED FOODS		CHIPS		CANDY	
5028	HOT REFRIG BEANS RICE 4.4oz	\$2.25	6620	CHEEZ-IT 1.5 OZ	\$0.85
9107	RICE CHILI 2oz	\$1.15	5005	BBQ CORN CHIPS HSS Herr's 1.5oz	\$0.89
9138	RICE SPANISH 2oz	\$1.15	5033	BBQ POTATO CHIPS Herr's 1.5oz	\$0.89
1638	SOUP PICANTE BEEF RAMEN 3oz	\$0.80	5034	JALAPENO CHIPS Herr's 1.25oz	\$0.89
9123	SOUP CHICKEN RAMEN 3oz	\$0.80	1635	CHEETOS frito Lay 2oz	\$0.89
9127	SOUP BEEF RAMEN 3oz	\$0.80	5500	PARTY MIX Keystone 1.5oz	\$0.89
9125	SOUP SHRIMP RAMEN 3oz	\$0.80	1616	NACHITOS Herr's 1oz	\$0.89
9124	SOUP ORIENTAL RAMEN 3oz	\$0.80	1606	HOT FRIES Andy Capp .85oz	\$0.55
3080	SOUP SPICY CHILI RAMEN 3oz	\$0.80	5040	HERRS BITE SIZE PRETZELS 2.75oz	\$0.89
3840	MW BTR POPCORN 2.75oz	\$0.99	5035	HERRS REGULAR CHIPS Herr's 1.5oz	\$0.89
9214	Kitcup Packets 10ct (7g each)	\$1.30	1615	FRITOS Lay 2oz	\$0.89
3390	Maxo Packets 10ct (9g ec)	\$1.99	1685	COMBOS REGULAR 1.8oz	\$0.89
0006	DILL PICKLE 109g	\$1.50	2007	JALAPENO CHEETOS LSS Frito Lay 2oz	\$0.89
0006	HOT DILL PICKLE 109g	\$1.50	1677	SOUR CRM & ONION CHIPS Herr's 1.5oz	\$0.89
			3055	HOT CHEESE POPCORN LRG BAG Herr's 2.5oz	\$1.80
			3054	CHEDDAR CHEESE POPCORN Herr's 2.125oz	\$1.80
			9121	TUNA 6oz	\$3.65
			5046	CHICKEN 3oz Sweet Sue	\$3.25
			5018	SARDINES 3.53oz	\$3.75
			0013	HONEY PEPPER TURKEY STICK 5OZ	\$3.45
			3071	CHEDDAR CHEESE BLOCK 4oz	\$3.89
			3070	HOT PEPPER CHEESE BLOCK 4oz	\$3.89
			0011	QUICK OATS Lrg Container 18oz	\$3.55
			2006	TORTILLA FLOUR 8 CT 17oz	\$4.35
			9153	CHILI HOT WITH BEANS 8oz	\$3.10
			9116	LOUISIANA HOT SAUCE PACKET 1/2 oz	\$3.95
			0010	LOUISIANA HOT SAUCE PACKET 1/2 oz	\$0.15
			0008	SOY SAUCE PACKET 9g	\$0.10
			1668	COMBO PACK (MAYO, 4MUST.,4KET.)	\$1.75
			0009	PICANTE SAUCE PACKET	\$0.15

Trinity Services Group takes great pride in offering fresh, quality, name brand products. The majority of these products do not come in clear resealable bags. To overcome this we offer a wide variety of different items to comply with detention facility concerns. All of our products are approved secure products by correctional facilities.

G. Insurance Certification

Sample Standard Insurance Certificate

		<h3>CERTIFICATE OF LIABILITY INSURANCE</h3>		DATE(MM/DD/YYYY) 04/05/2013			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA			CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390 E-MAIL ADDRESS:				
			INSURER(S) AFFORDING COVERAGE		NAIC #		
INSURED Trinity Services Group, Inc. 477 Commerce Boulevard Oldsmar FL 34677 USA			INSURER A: Zurich American Ins Co		16535		
			INSURER B: Commerce & Industry Ins Co		19410		
			INSURER C: Lexington Insurance Company		19437		
			INSURER D:				
			INSURER E:				
			INSURER F:				
COVERAGES		CERTIFICATE NUMBER: 570049556247		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			065463557 SIR applies per policy terms & conditions	03/29/2013	03/29/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Phy Damage			BAP 3878536-01	03/29/2013	03/29/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			BE011502398 SIR applies per policy terms & conditions	03/29/2013	03/29/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 Deductible or Retent \$10,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A WC STATUTORY LIMITS OTH-ER
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							
CERTIFICATE HOLDER Trinity Services Group, Inc. Trinity Services I, LLC A&S Commissary Services, LLC 477 Commerce Boulevard Oldsmar FL 34677 USA				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

Holder Identifier :

Certificate No : 570049556247



H. Exceptions Taken to the Standard Oneida County Contract

The termination provision stated in the RFP is inconsistent with the termination provision stated in the Standard Oneida County Contract, Appendix A. Please modify II of the Standard Oneida County Contract, Appendix A, page 31 to require ninety (90) days prior written notice for termination.

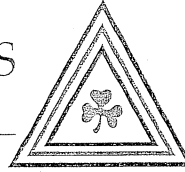
Please add:

Information Technology Security In connection with the services to be provided, Trinity Services may need to operate certain information technology systems not owned by the County ("Non-County Systems"), which may need to interface with or connect to County's networks, internet access, or information technology systems ("County Systems"). Trinity Services shall be responsible for all Non-County Systems, and County shall be solely responsible for County Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Trinity Services serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Trinity Services will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-County Systems interface with or connect to County Systems, then County agrees to implement forthwith upon request from Contractor, at its own expense, the changes to the County Systems that Trinity Services reasonably requests and believes are necessary or prudent to ensure Contractor' compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section.

Systems Integration Trinity Services will pay the cost of the initial integration with the software systems identified in the RFP but will not have any liability to pay for future maintenance. In the event any additional third party vendor requests or is required to integrate with Trinity Services systems, the initial integration and all future support and maintenance costs associated with the third party's integration will be borne by the third party vendor and neither Trinity Services or the Client will be required to contribute to those costs.

I. Certification

TRINITY SERVICES
GROUP, INC.



November 5, 2013

Gabrielle Liddy, Chief Deputy of Corrections
Oneida County Sheriff's Office
6075 Judd Road
Oriskany, NY 13424

Dear Chief Liddy:

Trinity Services Group is pleased to submit the enclosed proposal in response to the Oneida County Sheriff's Office RFP for Inmate Commissary.

We would like to thank Oneida County Sheriff's Office for allowing Trinity Services Group to submit a proposal for the management of your commissary service.

As you are aware, Canteen Correctional Services merged with Trinity Services Group on March 30, 2012. While the people, systems, procurement and programs are the same, we now have a much sharper focus on our core business: Operating in the corrections market, which allows us to concentrate on those resources that are most applicable to you. Each of our clients is unique and has its own special needs. Our strength is our ability to react and customize our proposal to fit your specific situation.

While we trust that our proposal is clear and concise and addresses all of the issues in the Request for Proposal, should you or the members of the selection committee have any questions or need clarification, please contact Sean Cavanaugh, Regional Sales Director, at (724) 322-2396 at your convenience.

We look forward to partnering with Oneida County Sheriff's Office to manage your commissary service.

Submission of this letter shall serve as representation that I am willing and able to commit Trinity Services Group, Inc. to perform the commitments contained in the proposal. I am acknowledging statements on the following page and the questions and answers provided to the vendors, attached. I am certifying the accuracy of information enclosed and guarantee the prices proposed. We thank you for your careful consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read "Larry G. Vaughn". The signature is fluid and cursive.

Larry G. Vaughn
President

B. Each person signing the proposal certifies that:

1. He/she is the person in the Vendor's organization responsible within that organization for the decision as to prices being offered in the proposal and that he/she has not participated and will not participate in any action contrary to A (1) and (2) above;
2. He/she is not the person in the Vendor's organization responsible within that organization for the decision as to prices being offered in the proposal but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to A (1) and (2) above, and that as their agent, does hereby so certify; and that he/she has not participated, and will not participate in any action contrary to A (1) and (2) above.

The Vendor must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by the County must be borne by the Vendors. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Vendor.



1. What is the current commission rate for the Commissary and who is your current vendor?

25% / Keefe

2. How much is each inmate allowed to spend per week?

\$55 Food/Hygeine with additional \$25 for walkman radio and clothing twice per week. Trustee Inmates have an increased amount of \$65

3. What is your current Jail Management Software (JMS) to interface with commissary orders.

Black Creek

4. Please provide the current menu with prices and sizes?

Attached, also medical diets as requested by the Dr.

5. What were the net sales for 2012 excluding, phone time/phone cards and indigent welfare kit sales? Can you provide a breakdown of each? And what are the current sales up to September 30th.

Commissary sales for 2012 were \$427,109.23/ \$356,816.59 to Sept 30

6. What is the current commissary ordering process? Ex. Phone, Scanned orders, Kiosk?

Inmates in the 9 podular housing units utilize kiosk's, linear jail, 5 housing units orders via scanned scantron order sheets

7. What is the average order \$ amount, excluding phone?

Approx \$30.00

8. How many orders are distributed each week excluding indigent kits?

Average 182/ Total for 2012 : 17,465 processed and delivered

9. Is there currently a Lobby Kiosks in place? Does the commissary vendor or the phone company provide the lobby kiosks?

Yes, Commissary Vendor

10. What is the average deposit amount per inmate and # of deposits/month?

\$50.00 approx 200 deposits between, booking, front lobby kiosks and mail.

11. Does your commissary vendor provide you indigent and/or admission kits? If so, what are the contents and sizes of the items in each of the kits? How many of each kit are sold annually?

No

12. Does the Facility reimburse the vendor for the Indigent packages?

No

13. What is the current packing and distribution schedule?

Inmates order twice a week on Tuesday and Friday. Deliveries arrive Monday for orders processed on Friday and orders arrive Wednesday for orders processed on Tuesday. Delivery starts as soon as the officer gets the delivery off the dock and sorted

14. Can the Commissary orders be packed off site or is it required onsite?

Orders are currently packed offsite and delivered specific to each unit. Warehouse delivers commissary in boxes packed by unit.

**15. Is inmate labor used by the current commissary vendor? If so, what are their jobs within the commissary and how many inmates work their? No
Are there County positions in Oneida County that work for the Commissary?**

Yes

One officer and one clerk



SECOND SET OF QUESTIONS ACQUIRED FROM DANIELLE

ANSWERED BY LT. ZUREK

1. What is the Facility's preferred method of exchanging inmate and sales data (FTP, Web Services, etc.)?

scanner, web

2. Does the Offender Management System have the ability to provide inmate data on timed or real time basis?

Real time basis

3. Does the Offender Management System have the ability to accept sales data in order to charge the inmate accounts?

a. Can this be done in batches? yes

b. Can the OMS accept detail level sales data (ie: 4 Snickers, 2 Doritos)?

4. Will the Facility be responsible for software development and/or software development related costs for exporting inmate trust fund data from the inmate banking program?

No

Do you currently have any of the following technologies in place:

a. Inmate Kiosks (if so, what features?) Yes, commissary ordering, inmate facility requests, email, account information, and facility information

b. Lobby Kiosks: yes

c. Web deposits, : yes call center: yes

d. Internet ordering :no

e. Booking Kiosks: Yes

f. IVR (phone ordering): no

g. Release Cards: no

If an inmate does not have funds on their account to pay a fee, are the fees accrued on the inmate's account and deducted from future deposits?

Yes

5. What is the Facility's criteria for an inmate being deemed indigent?

a. Inmate must be money free for 3 weeks, commissary clerk manually keeps track.

b. Does your JMS program automatically track an inmate's indigent status? No

c. Can the inmate's indigent status be included in the electronic inmate list that the contractor receives? No

Can you please provide one (1) year of sales and revenue data by product in Excel (preferred) format. Can you provide the Sales Revenue with out tax?

Do prices include tax? No

What is the average deposit amount per inmate and # of deposits/month?

50.00/186

Is hot water available to the inmates?

yes, by microwave or jugs in linear

Do you have any new Construction planned? If so, how many new beds and when do you anticipate completion?

No

Our systems are designed to interface with any JMS and we would be happy to provide documentation of our ability to do so. The requirement to already interface may unfairly exclude qualified vendors from the bid process.

We currently have Black Creek as our security program. This is unable to be changed.

As long as we can interface with Black Creek Chief Liddy said this would not be a problem.- Sean Cavanaugh

13. All vendors have different features they offer in their technology package. The RFP addresses technology options that are specific to one vendor. Restricting responses may unfairly exclude qualified vendors from the bid process. Can we submit a proposal with our technology options which have similar but different features required in the RFP?

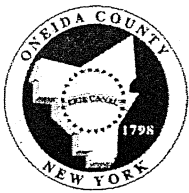
We currently have Blackcreek as our security program. This is unable to be changed.

14. Do you currently have inmate kiosks? yes Is how many? 9 Do you want additional kiosks and how many?

15. Will the vendor be responsible for the wiring and electrical drops or are they already in place? Yes

16. Term of commissary contract? 3 years

17. Mandatory fixed commission? YES 30 % fixed



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ fax (315) 798-5603

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

GREGORY J. AMOROSO
COUNTY ATTORNEY

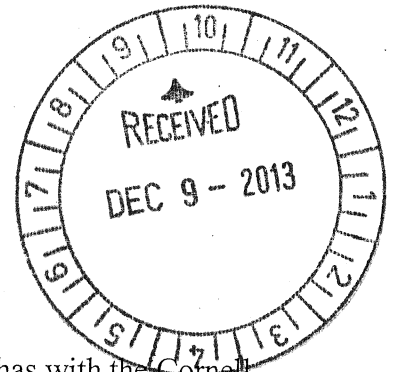
FN 20 13-430

December 5, 2013

**ECONOMIC DEVELOPMENT
& TOURISM**

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

WAYS & MEANS



Dear County Executive Picente;

The enclosed documents will amend the existing agreement Oneida County has with the Cornell Cooperative Extension Association of Oneida County. The purpose of this amendment is to add a sum of Three Thousand Dollars and no cents (\$3,000.00) to provide funding for the purpose of supporting the Farmland Protection Plan.

There are no other changes to the agreement. If you agree with this amendment, please forward to the Board of Legislators for approval at their next meeting.

Very truly yours,

Harris J. Samuels, Esq.
Assistant County Attorney

Encl.

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

Anthony J. Picente, Jr.
County Executive

Date 12/10/13

Oneida Co. Department: County Attorney

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Grant/Revenue _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Cornell Cooperative Extension Association
Of Oneida County
121 Second Street
Oriskany, New York 13424

Title of Activity or Service: Amendment to Original Contract – Additional funds

Proposed Dates of Operation: January 1, 2013 to December 31, 2013

Client Population/Number to be Served: Oneida County Residents

Summary Statements

1) Narrative Description of Proposed Services

Additional funds in the amount of Three Thousand (\$3,000.00) dollars are being added to the current contract (#013613) for the Farm Land Protection Plan.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

Total Funding Requested: \$596,465.00 **Account #**A8752.495

Oneida County Dept. Funding Recommendation: \$596,465.00 (to include \$3,000)

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

MEMORANDUM OF AGREEMENT
for the
Payment of County Appropriations

AMENDMENT

This Amendment made the ____ day of _____, 2013, by and between **COUNTY OF ONEIDA**, a New York municipal corporation, with offices at 800 Park Avenue, Utica, New York, 13501 (hereinafter referred to as the "County"), and **CORNELL COOPERATIVE EXTENSION ASSOCIATION OF ONEIDA COUNTY**, with offices located at 121 Second Street, Oriskany, New York 13424 (hereinafter referred to as the "Provider")

WITNESSETH

WHEREAS, the County and the Provider have entered into an agreement by which the Provider operates and maintains an agricultural and educational program in Oneida County, with a term from January 1, 2013 through December 31, 2013 (the "Original Agreement"), and

WHEREAS, the parties are desirous of entering into an Amendment to the Original Agreement in regards to the following provisions,

NOW THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree as follows:

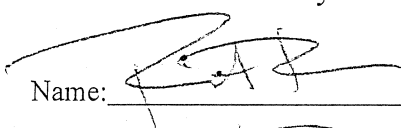
1. The amount of funds to be provided by the County to the Provider for the term of the Original Agreement shall be amended to be **Five Hundred Ninety-Six Thousand, Four Hundred Sixty Five dollars (\$596,465.00)**, which represents an increase of Three Thousand (\$3,000.00) dollars.
2. The purpose of these additional funds is to support activities for a "Farm Land Protection Plan."
3. All other terms of the Original Agreement remain in effect without change or alteration.

IN WITNESS WHEREOF the County and the Provider have signed this Amendment on the day and year first above written.

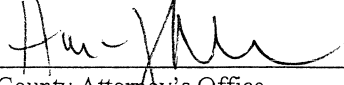
County of Oneida County

Cornell Cooperative Extension Association
of Oneida County

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

Name:  _____
Title: Executive Director

Approved as to Form only



County Attorney's Office

MEMORANDUM OF AGREEMENT
for the
Payment of County Appropriations

AMENDMENT

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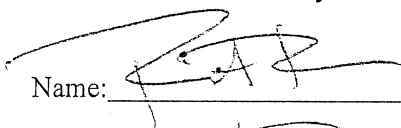
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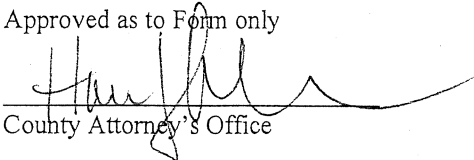
County of Oneida County

Cornell Cooperative Extension Association
of Oneida County

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

Name: 
Title: Executive Director

Approved as to Form only


County Attorney's Office



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

December 9, 2013

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

FN 20 13-431

**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

Honorable Members,

The Commissioner of Planning has notified me that Oneida County via administration by his Department has been awarded a grant from the Federal Transit Administration which awards funding for capital projects for mass transit services. The total project is for \$360,000 with the federal grant picking up 80%, New York State picking up 10% and local share at 10%. The local share is going to be paid for by Birnie Bus Tours, which is the mass transit beneficiary.

This Capital Project will provide Birnie Bus Tours with three (3) Type IV buses with an extended chassis to accommodate the needs of the anticipated clientele. This Capital Project will have no County Cost.


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

- A.) Establishment of **Capital Project H-494 – Planning Transit Busses 2011-12**, and
- B.) Funding for Capital Project H – 494 as follows:

H – 494 - Federal Aid.....	\$	288,000.
H – 494 - State Aid.....	\$	36,000.
H – 494- Other (Birnie Bus Tours)	\$	<u>36,000.</u>
TOTAL.....	\$	360,000.

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

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive

CC:

- Commissioner of Planning
- Comptroller
- County Attorney
- Budget

Oneida County
Office of Traffic Safety / STOP-DWI Program



Anthony J. Picente Jr.
Oneida County Executive

Thomas A. Giruzzi
Stop-DWI Coordinator



FN 20 13-432

December 3, 2013

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

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

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

PUBLIC SAFETY

WAYS & MEANS

Date 12/9/13

Dear County Executive Picente:

Attached, please find an agreement that requires both Board of Legislators action and your signature between the Oneida County Stop-DWI Program and the following Agencies; **New Hartford PD, Utica PD, Whitesboro PD, and Whitestown PD.**

I am respectfully requesting that this Contract for the Whitestown Police Department be approved for all listed Police Agency Contracts, which are all of the same content, with the exception of agency name, locality and dollar amount.

The total amounts to \$19,000.00

The Police Agencies are:

New Hartford Police Department, 32 Kellogg Road, New Hartford NY 13313 -	\$6,000.00
City of Utica Police Department, 413 Oriskany St W; Utica NY 13502	\$6,000.00
Whitesboro Police Department, 46 Roosevelt Drive; Whitesboro NY 13492	\$4,000.00
Whitestown Police Department, 8539 Clark Mills Road; Whitesboro NY 13492	\$3,000.00

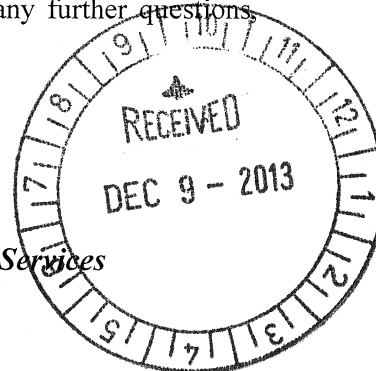
This agreement provides funding for the Agencies within Oneida County to conduct DWI selective enforcement patrols. This funding is 100% reimbursable to Oneida County from a grant received from the New York State STOP DWI foundation. **No County Dollars in this contract.**

Thank you for your personal attention to this matter. Should you have any further questions please contact my office.

Sincerely,

Kevin W. Revere

Kevin W. Revere, Director Emergency Services



Oneida County Department: STOP-DWI Program

Competing Proposal _____
Only Respondent _____
Sole Source X

CONTRACT SUMMARY

Name of Proposing Organization: Town of Whitestown, Through its Police Department

Title of Activity or Service: DWI Holiday Crackdown Patrols

Proposed Dates of Operation: October 1, 2013 – September 30, 2014

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

SUMMARY STATEMENT

1.) Narrative description of Proposed Services – *Agency will provide special holiday patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI Selective Road Enforcement.*

2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*

3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

Total Funding Requested: \$ 3,000.00

Oneida County Dept. Funding Recommendation: \$3000.00

Proposed Funding Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from the New York State STOP DWI Foundation Crack Down grant.*

Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

Oneida County Department Staff Comments:

**ONEIDA COUNTY STOP-DWI PROGRAM
AGREEMENT**

THIS AGREEMENT made this 1st day of October 2013, by and between the **Town of Whitestown through its Police Department**, having offices at 8539 Clark Mills Road, Whitesboro, NY 13492, hereinafter referred to as the “**POLICE AGENCY**,” and the **COUNTY OF ONEIDA, STOP-DWI PROGRAM**, hereinafter referred to as the “**COUNTY**”.

WHEREAS, the **COUNTY** operates and conducts a program entitled “**STOP-DWI**,” and has been the recipient of a special grant from NYS STOP DWI Foundation to support a program entitled “Crack Down Patrols”, and

WHEREAS, the **POLICE AGENCY** desires to participate in New York State STOP – DWI Holiday Enforcement Crackdowns.

NOW, THEREFORE, the parties agree as follows:

1. The **POLICE AGENCY** shall provide Crackdown Patrols on targeted holiday dates, which have been set by the New York State DWI Foundation, as outlined in Appendix A attached hereto and made a part hereof, these services and activities shall be related to the mission of the **STOP-DWI PROGRAM**, that being, the County-wide reduction of alcohol related traffic injuries and fatalities.

2. The **COUNTY** shall reimburse the **POLICE AGENCY** up to the sum of **3000.00** dollars, for the above. Payments shall be made upon receipt from the Department of a properly completed County voucher and related New State STOP- DWI Foundation activity forms, which will itemize and set forth in detail the costs incurred and/or services performed. Said voucher and forms must be submitted with-in thirty (30) days of said crackdown

3. All activities associated with this agreement shall be governed by the official published “Standard Operating Procedures of the Oneida County Stop-DWI Program,” as same may be amended.

4. The **POLICE AGENCY** warrants and represents that the program to be conducted by it and specified on Appendix A does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

5. The **POLICE AGENCY** agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as same may from time to time be amended pursuant to law.

Page 2, TOWN OF WHITESTOWN, AGREEMENT

6. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix B, are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of the within Agreement.

7. This **AGREEMENT** shall be effective from: October 1, 2013 – September 30, 2014.

8. The **COUNTY** reserves the right to cancel this **AGREEMENT**, upon 30 days written notice to the **POLICE AGENCY**. In the event of cancellation, the **County** will have no further obligation to the Vendor other than payment for costs or services actually incurred prior to termination. In no event will the **County** be responsible for any actual or consequential damages as a result of termination.

9. This **AGREEMENT** may not be assigned by the **POLICE AGENCY** without the prior written consent of the **COUNTY**.

BY: Town of Whitestown

Charles R. Mills II

11/22/13

DATE

Title: Town Supervisor

Kevin W. Revere

11/20/13

DATE

BY: Kevin W. Revere
Title: Emergency Services Director

BY: Anthony J. Picente, Jr.
Title: Oneida County Executive

DATE

Approved as to form – Oneida County Attorney's Office

APPENDIX "A"

1. In accordance with the **AGREEMENT** between the **ONEIDA COUNTY STOP-DWI PROGRAM**, and **the Town Of Whitestown**, through its Police Department shall receive the following: **\$3000.00** for conducting DWI Holiday Crackdown Selective Enforcement Patrols on targeted dates as outlined by the New York State STOP- DWI Foundation. Police Officers hours worked will be reimbursed up to **\$3000.00..**

2. The Town of Whitestown, through its Police Department shall notify the STOP-DWI Coordinator of **any** traffic fatalities occurring within its jurisdiction, upon completion of the crash investigation. Such notification shall be a photocopy of the **final** MV-104A and MV-104D Police Reports.

3. **Pre-Approval** from the **STOP-DWI Coordinator** of all expenditures is required.

4. **The TOTAL COST OF THIS AGREEMENT: \$3000.00**



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

December 2, 2013

FN 20 13433

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

PUBLIC SAFETY

Honorable Members:

WAYS & MEANS

The Director of STOP DWI, Thomas Giruzzi, has informed me his department has been awarded a grant from the NYS STOP DWI Foundation for \$25,600. These funds are to be used to support local policing agencies for additional Crack Down DWI patrols during the upcoming holidays throughout September 30,2014

These extra patrols will help to ensure a safe and happy holiday season for all motorist in Oneida County.

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

TO:

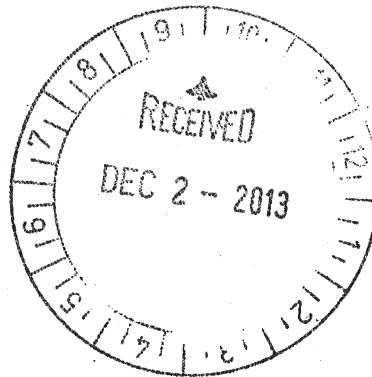
AA# A3313.109 - Stop DWI, Salaries Other.....	\$ 5,000.
AA# A3313.495 - Stop DWI, Other Expenses.....	<u>20,600.</u>
Total:	\$ 25,600.

This supplemental appropriation will be fully supported by:

RA# A3313.1531 Stop DWI, Contributions	\$ 25,600.
--	------------

Respectfully submitted,

Anthony J. Picente, Jr.
Oneida County Executive



CC: County Attorney
Comptroller
Budget Director
Sheriff Dept

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

DENNIS S. DAVIS
COMMISSIONER



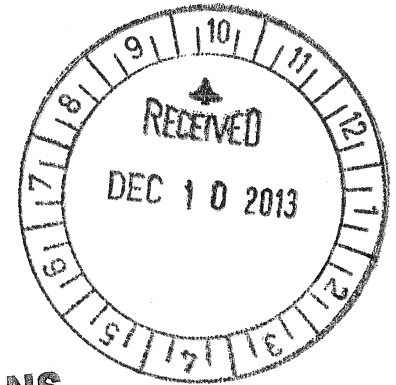
DIVISIONS:
BUILDINGS & GROUNDS
ENGINEERING
HIGHWAYS, BRIDGES & STRUCTURES
REFORESTATION

6000 Airport Road, Oriskany, New York 13424
Phone: (315) 793-6213 Fax: (315) 768-6299

December 4, 2013

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

FN 20 13-434
PUBLIC WORKS



Dear County Executive Picente,

WAYS & MEANS

Chapter 686 of the Laws of 1996 of the State of New York was enacted to invest the State of New York with the fiscal responsibility of managing the interior cleaning of Court Facilities and the performance of minor repairs therein.

The enclosed agreement between the New York State Unified Court System and the County of Oneida will allow the State of New York to reimburse Oneida County eligible expenditures as defined by Chapter 686 of the Laws of 1996. The term begins April 1, 2013 and ends March 31, 2018 with an annual reimbursement of approximately \$550,000.00.

If acceptable please forward the enclosed agreement to the Oneida County Board of Legislators for their 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 12/10/13

cc: Mark E. Laramie, PE, Deputy Commissioner

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: New York State Unified Court System
25 Beaver Street
New York, NY 10004

Title of Activity or Service: Court Facilities Reimbursement

Proposed Dates of Operation: N/A

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Chapter 686 of the Laws of 1996 of the State of New York was enacted to invest the State of New York with the fiscal responsibility of managing the interior cleaning of Court Facilities and the performance of minor repairs therein.

The enclosed agreement between the New York State Unified Court System and the County of Oneida will allow the State of New York to reimburse Oneida County eligible expenditures as defined by Chapter 686 of the Laws of 1996. The term begins April 1, 2013 and ends March 31, 2018 with an annual reimbursement of approximately \$550,000.00.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

Total Funding Requested: \$2,750,000.00 Revenue Account #: A3022

Oneida County Dept. Funding Recommendation: \$2,750,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$2,750,000.00 County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

**AGREEMENT BETWEEN THE
NEW YORK STATE UNIFIED COURT SYSTEM
AND
ONEIDA COUNTY**

This Agreement, between the New York State Unified Court System ("UCS"), with an address at 25 Beaver Street, New York, New York 10004, and the:

Oneida County
Division of Buildings and Grounds
6000 Airport Road
Oriskany, NY 13424

("Municipality"), is for the purpose of obtaining cleaning services for the interior of the
Oneida County ("Court Facilities") as well as minor and
emergency repairs, and preventive building and property maintenance services for that facility.

WHEREAS, counties and cities are required by law to furnish and maintain
adequate court facilities for use by trial courts of the State of New York; and

WHEREAS, Chapter 686 of the Laws of 1996 was enacted to invest the State of New
York with the fiscal responsibility of managing the interior cleaning of COURT FACILITIES
and the performance of minor repairs therein, and with the ability to cover the costs thereof; and

WHEREAS, Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor and emergency repairs thereof, and

WHEREAS, MUNICIPALITY is responsible for furnishing and maintaining COURT FACILITIES;

NOW, THEREFORE, in consideration of the promises herein contained, the parties agree as follows:

I. TERM

A. When signed by the parties and approved by all necessary government agencies, the Agreement shall be effective beginning **April 1, 2013** for a maximum of five (5) years through **March 31, 2018**, unless terminated earlier or extended pursuant to its terms. This term shall consist of parts or Periods (hereinafter "Period"), each of which shall have its own maximum amount of monetary reimbursement by UCS to MUNICIPALITY for that Period.

B. The initial Period of this maximum five-year term shall commence on **April 1, 2013** and terminate on **March 31, 2014**.

C. The parties agree that a change in the dates of each subsequent Period, as well as the maximum compensation and budget for that Period and any revised scope of services for that Period, shall be established by the mutual written agreement of the parties, and shall be subject to

approval by the Comptroller of the State of New York in cases where the annual budget increase over the prior Period exceeds four (4) percent. The budget, scope of services and maximum compensation for each Period will be attached to and incorporated into the agreement as Appendix B for the applicable Period. Appendix B for the initial Period is attached hereto and incorporated herein.

D. Upon completion of the five-year contract, UCS will submit to the Office of the State Comptroller (OSC) a cumulative reconciliation identifying approved contract amounts and actual expenditures for each budget category listed in Appendix B. Upon OSC review and approval of the reconciliation, OSC will eliminate any remaining contract authority.

II. EXTENSION AND TERMINATION

A. This Agreement may be extended only by written agreement of the parties and approval by all necessary government agencies.

B. If at any time the Chief Administrator or her/his designee determines that MUNICIPALITY is not adequately providing services pursuant to this Agreement or that MUNICIPALITY is otherwise violating any material provision(s) of this Agreement, UCS may, upon approval by the Court Facilities Capital Review Board pursuant to section 39-b of the New York State Judiciary Law, implement an alternative plan for the cleaning of the interior of the COURT FACILITIES, including but not limited to, a plan pursuant to which MUNICIPALITY continues to perform some of the services described in Section III below, and UCS may contract with a third party to perform the remaining services described in Section III below.

III. SCOPE OF SERVICES

A. MUNICIPALITY shall, in accordance with the provisions of 22 NYCRR Parts 34.1 and 34.2 provide for the cleaning of the interior of COURT FACILITIES including all facilities used for the transaction of business by state-paid courts and court-related agencies of UCS and by judicial and nonjudicial personnel thereof, including rooms and accommodations for the courts and court-related agencies of UCS, the judges, justices and the clerical, administrative and other personnel thereof. Specific tasks to be performed and the cost associated with those tasks shall be as delineated in the Appendix B for the applicable Period.

B. MUNICIPALITY shall be responsible for the performance of all minor repairs to the interior of COURT FACILITIES as are required to replace a part, to put together what is torn or broken, or to restore a surface or finish, where such repairs are needed to preserve and/or to restore the COURT FACILITIES to full functionality.

C. MUNICIPALITY shall be responsible for the performance of emergency repairs to the interior of the COURT FACILITIES necessitated by a sudden and unexpected failure or by some accident or external force, resulting in a situation that adversely affects the suitability and sufficiency of the COURT FACILITIES for the dignified transaction of the business of the courts.

D. MUNICIPALITY's performance of the building and property maintenance work specified in the Appendix B for the applicable Period is included within the scope of this Agreement.

E. MUNICIPALITY shall maintain and operate the COURT FACILITIES in accordance with 22 NYCRR Parts 34.1 and 34.2.

IV. INSPECTION OF COURT FACILITIES

UCS shall cause an inspection of the COURT FACILITIES to ensure that MUNICIPALITY is complying with 22 NYCRR Parts 34.1 and 34.2, at least quarterly during the initial Period of this Agreement and any subsequent Period thereof and at any such other times as UCS shall deem necessary. At the conclusion of each such inspection, UCS shall notify MUNICIPALITY in writing that the inspection was completed. If UCS finds that MUNICIPALITY is not in compliance with 22 NYCRR Parts 34.1 and 34.2, or has not performed specific tasks as set forth in Appendix B, such written notice shall specify the specific provisions of 22 NYCRR Parts 34.1, 34.2 and/or Appendix B with which MUNICIPALITY is not in compliance. MUNICIPALITY shall correct the deficiency within twenty-four (24) hours after receiving such written notice or within such other amount of time as is mutually agreed upon, in writing, by the parties. MUNICIPALITY shall notify UCS, in writing, when such deficiency is corrected.

V. MAINTENANCE OF EFFORT

A. Nothing in this Agreement alters or affects the obligations of MUNICIPALITY to provide goods and services to the COURT FACILITIES pursuant to section 39 of the New York State Judiciary Law.

B. MUNICIPALITY shall certify in each Claim for Payment submitted to UCS pursuant to Section VII below that it has complied with section 39 of the New York State Judiciary Law during the time covered by the Claim for Payment.

VI. MAXIMUM COMPENSATION

Except as provided in section VII (F) below, the maximum total compensation to MUNICIPALITY from UCS for the services provided pursuant to this Agreement for any Period shall not exceed the amount approved for reimbursement as set forth in the Appendix B applicable to the Period.

VII. REIMBURSEMENT AND PAYMENT

A. On or before May 1 of the initial Period of this Agreement, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized interim budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during the initial Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed scope of services and projected costs detailed in such proposed itemized interim budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts for the initial Period are appended to this Agreement as Appendix B.

B. On or before August 1 of the initial Period of this Agreement and each subsequent Period thereof, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during New York State fiscal year commencing April 1 next thereafter. MUNICIPALITY may include in such proposed itemized budget any unreimbursed balance remaining for services performed pursuant to Section III(C) above during the immediately preceding Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed services and projected costs detailed in such proposed itemized budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 for such next commencing fiscal year no later than the first day of March after the proposed itemized budget has been submitted, or as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts shall be appended to this Agreement as Appendix B for the applicable Period.

C. During the term of this Agreement, MUNICIPALITY shall be reimbursed for the costs actually expended in the provision of services pursuant to this Agreement in accordance with and not exceeding the amounts set forth in the Appendix B applicable to the Period. Subject to subdivisions E and F below, reimbursement shall be made upon approval by UCS of a Claim for Payment submitted to UCS by MUNICIPALITY as described in subdivision D below, in a format approved by UCS and the Office of the State Comptroller.

D. No later than thirty (30) days after the end of every quarter during which this Agreement is in effect, MUNICIPALITY shall submit a Claim for Payment to UCS, showing the actual expenses incurred by MUNICIPALITY during the immediately preceding quarter and the amount of reimbursement claimed. Such Claim for Payment shall include the certification referred to in Section V above and a certification that MUNICIPALITY is in compliance with the Maintenance and Operations standards set forth in 22 NYCRR Parts 34.1 and 34.2. Upon receipt and approval of the Claim for Payment, UCS shall certify said Claim for Payment to the State Comptroller for payment of the amount of reimbursement approved by UCS for payment to MUNICIPALITY. Nothing contained herein shall increase the maximum amount payable to MUNICIPALITY as set forth in Section VI above and in the Appendix B applicable to the Period.

E. Notwithstanding any other provision of this Agreement, MUNICIPALITY shall not be reimbursed for the costs of any services performed pursuant to this Agreement under the following circumstances:

(1) UCS has performed an inspection of the COURT FACILITIES pursuant to Section IV above, and MUNICIPALITY has failed to correct a violation within twenty-four (24) hours after receiving written notice thereof or within such other amount of time as was mutually agreed upon, in writing, by the parties; or,

(2) The need for the services performed pursuant to this Agreement is due to MUNICIPALITY's failure to follow the Maintenance and Operation Standards for Court Facilities set forth in 22 NYCRR Parts 34.1 and 34.2, as determined by UCS; or,

(3) The services performed pursuant to this Agreement will be undertaken in lieu of replacement of a building system that, in accordance with MUNICIPALITY's normal and usual policies, procedures and practice, should be replaced; or

(4) Except as provided in subdivision F of this section, the services performed were not approved for reimbursement pursuant to subdivision A or B of this Section during the New York State fiscal year for which the Claim for Payment is submitted; or

(5) Pursuant to the New York State laws, rules and regulations to which MUNICIPALITY is subject, and to MUNICIPALITY's own normal and usual policies, procedures and practices, the services to be performed pursuant to this Agreement are being or could be bonded;

F. Notwithstanding that such cost was not approved in advance by UCS pursuant to subdivision A or B of this section, MUNICIPALITY may be reimbursed for the cost of services performed pursuant to Section III (C) of this Agreement up to the amount of \$15,000 during each Period of this Agreement.

MUNICIPALITY shall submit a request for reimbursement of the cost of such services on a standard Claim for Payment to UCS showing an itemized account of the services performed and the costs thereof. Upon receipt and approval of the Claim for Payment UCS shall certify said Claim for Payment to the State Comptroller for payment thereof to MUNICIPALITY.

VIII. AUDITING OF BOOKS

A. The Comptroller of the State of New York and UCS shall have the right to perform both pre and post-audits of the books of account of MUNICIPALITY with respect to the expenditures made or expenses incurred pursuant to this Agreement. Such books of account shall be open to inspection by the Comptroller of the State of New York and UCS at any mutually convenient time or times. Financial records of MUNICIPALITY pertaining to this Agreement shall be retained by MUNICIPALITY for a minimum of six (6) years after the expiration of this Agreement.

B. The UCS shall be entitled to recover any amounts paid to MUNICIPALITY, which are subsequently disallowed pursuant to a final audit.

IX. NOTICES

All notices to be given under this Agreement shall be made in writing and delivered either personally or by regular mail to MUNICIPALITY at its address as set forth herein and to UCS, attention:

Michael A. Klein, District Executive
Unified Court System
Fifth District Administrative Office
600 S. State St., Room 300
Syracuse, NY 13202

or to such person or such address as each party may provide in writing from time to time. Any such notice shall be deemed to have been given when delivered, if by personal delivery, or when deposited with the US Postal Service, three (3) days after mailing.

X. MISCELLANEOUS PROVISIONS

A. Appendix A, containing standard terms for New York State contracts, is attached hereto and made a part hereof.

B. The terms and conditions of this Agreement, together with its appendices and any documents incorporated herein by reference, represent the full understanding of the parties with regard to the subject matter hereof. This Agreement may be amended only upon the mutual written agreement of the parties hereto. Any amendment is subject to the approval of OSC.

C. The headings used in this Agreement are for reference purposes only and shall in no way be deemed to define, limit or describe the scope or intent of this Agreement, or any provision thereof, or in any way affect this Agreement.

D. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken and the remaining provisions of this Agreement shall remain in full force and effect.

E. This Agreement and the performance of the obligations of each party hereunder shall be governed by and construed in accordance with the laws rules and regulations of the State of New York.

F. No failure by UCS to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach, shall constitute a waiver of any such breach or such covenant, term or condition. No covenant, term or condition of this Agreement to be performed or complied with by Contractor, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by UCS. No waiver of any breach shall affect or alter this Agreement but each and every covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

NYS Contract Number C300309

UCS Certification

UCS certifies that an original or photocopy of this signature page will be attached to every exact copy of this Agreement.

For: Municipality
Oneida County

For: NEW YORK STATE
UNIFIED COURT SYSTEM

Name: Anthony J. Picente, Jr.

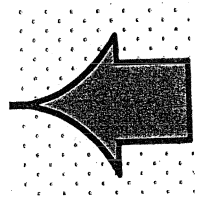
Title: County Executive

Dated: _____

Maureen McAlary, Director

Division of Financial Management

Dated: _____



May, 2013

New York State Unified Court System
Appendix A
Standard Clauses for all Contracts

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract 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, if this contract exceeds \$50,000.00, 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. 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. **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.** 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, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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 REQUIREMENT. 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 \$5,000.00, the Contractor agrees, as 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 or appeal (2 NYCRR 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. 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.
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. 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.
15. 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.
16. 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.
17. 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.
18. 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.

Unified Court System

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: 2013-2014

Name of County or City: Oneida County

Court Spaces to be Cleaned and Repaired Pursuant to this Budget

List Court Buildings:

Name and Address of Each Court Building (Including County Clerk Space)	Owned or Leased	Total Building Net Usable Square Feet	Net Usable Sq. Ft.	Court Related Aid Eligible Percentage
Rome County Office Building #1, 301 West Dominick St, (301W)	Owned	24,000	11,760	49%
Law Library, 235 Elizabeth St, (LawLib)	Owned	25,000	8,750	35%
Oneida County Office Building, 800 Park Ave, (OCOB)	Owned	256,243	10,250	4%
Rome Courthouse, 302 North James St, (RCH)	Owned	20,698	19,042	92%
Utica Courthouse, 200 Elizabeth St, (UCH)	Owned	143,208	140,344	98%
Combined		469,149	190,146	41%

Note: Divide Court SF by Total SF for percent

Anticipated Changes in Location or Space Utilization:
Name and Address of Affected Building(s)

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	Aid Eligible Percentage	Budget Request
1	NYS Industries of the Disabled	Janatorial & Grounds	301W	\$70,808	49%	\$34,696
2	NYS Industries of the Disabled	Janatorial & Grounds	LawLib	\$50,471	35%	\$17,665
3	NYS Industries of the Disabled	Janatorial & Grounds	OCOB	\$425,269	4%	\$17,011
4	NYS Industries of the Disabled	Janatorial & Grounds	RCH	\$41,047	92%	\$37,763
5	NYS Industries of the Disabled	Janatorial & Grounds	UCH	\$262,855	98%	\$257,598
6						
1(a) Subtotal:						\$364,733

1(b) Local Payroll

No. of Positions	Building	Annual Wages	Fringe Benefits	Personal Service Costs	Aid Eligible Percentage	Budget Request
7						
8						
9						
10						
11						
12						
1(b) Subtotal:						\$0

1(c) Supplies and Equipment

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
13 Chase Spray Scent & Dispenser	301W	1	\$132	49%	\$65
14 Vacuum, wet/dry	OCOB	1	\$249	4%	\$10
15 Mist and Dispenser	OCOB	1	\$58	4%	\$2
16 Chase Mango	OCOB	1	\$13	4%	\$1
17 Chase Mango	RCH	1	\$20	92%	\$18
18					
1(c) Subtotal:					\$96

1(d) - Total Cleaning Costs (1a+1b+1c): **\$364,828**

2 Trash Removal and Disposal
 2(a) Trash Removal

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
19	Oneida-Herkimer Solid Waste	OCOB	1	\$388	4%	\$16
20	City of Rome Treasurer	RCH	1	\$575	92%	\$529
21						
22						
23						
2(a) Total:						\$545

2(b) Trash Disposal

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
24						
25						
26						
27						
28						
2(b) Total:						\$0

2(c) - Total Trash Removal & Disposal (2a+2b): 2(c) \$545

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	Aid Eligible Percentage	Budget Request
29	Postler & Jaeckle	HVAC/Chiller Filters	UCH	\$0	98%	\$0
30	Postler & Jaeckle	HVAC/Chiller Filters	RCH	\$0	92%	\$0
31	Postler & Jaeckle	HVAC/Chiller Filters	OCOB	\$0	4%	\$0
32	Postler & Jaeckle	HVAC/Chiller Filters	301W	\$0	49%	\$0
33	Postler & Jaeckle	HVAC/Chiller Filters	LawLib	\$0	35%	\$0
34						

3(a) Subtotal:

\$0

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

No. of Positions	Building	Annual Wages	Fringe Benefits	Total		Aid Eligible Percentage	Budget Request
				Personal Service Costs	Costs		
35	1 UCH	\$1,515	\$750	\$2,265		98%	\$2,220
36	1 RCH	\$893	\$442	\$1,335		92%	\$1,228
37	1 OCOB	\$800	\$396	\$1,196		4%	\$48
38	1 301W	\$315	\$156	\$471		49%	\$231
39	1 Lawlib	\$945	\$468	\$1,413		35%	\$495
40							
3(b) Subtotal:							\$4,221

3(c) Filter Changing - Filters Only

No. of Positions	Type of Material	Building	Quantity/Unit	Costs		Aid Eligible Percentage	Budget Request
				Building	Costs		
41	Air Filter	OCO B	120	69		4%	\$331
42	PreFilter	OCO B	120	8		4%	\$38
43	20x16x2 APIV	UCH	12	3		98%	\$35
44	25x16x2 APIV	UCH	36	4		98%	\$141
45	20x20x2 APIV	UCH	12	4		98%	\$47
46	25x20x2 APIV	UCH	12	4		98%	\$47
47	17x26x2 PLTSP APIV 2"	Lawlib	12	14		35%	\$59
48	Freight	Lawlib	1	22		35%	\$8
49	Estimated Additional	Misc	360	22		41%	\$3,247
3(c) Subtotal:							\$3,954

3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c): 3(d)

\$8,175

4 GRAND TOTAL - ALL "CLEANING COSTS":

Grand Total Boxes 1d + 2c + 3d: 4

\$373,548

5 Proposed "Tenant" Work

Use the following codes:

- a - Flooring and Carpeting
- b - Painting
- c - Interior Ceilings
- d - Bathrooms
- e - Fixtures
- f - Minor Renovation
- g - Other (Identify)

Work to be Performed:

Code	Describe Work	Building	Wages	Fringe	Supplies	Total Costs	Aid Eligible Percentage	Budget Request	
50									
51									
52									
53									
54									
55									
56									
57									
58									
59									
60									
Total (5):									\$0

6 **TOTAL - 100% REIMBURSIBLE EXPENSES:**
 (Cleaning Costs & Tenant Work)

Total (4+5) 6: \$373,548

7 Building and Property Maintenance:

7(a) Service Contracts

Use Codes A-G:

- a - Pest Control
- b - Elevators
- c - HVAC
- d - Telephone Wiring
- e - Security & Alarm Systems
- f - Property Maintenance
- g - Other (Identify)

Code	Contractor	Type	Work Performed	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
61	a	F. J. Pugliese	Pest Control	301W	\$246	49%	\$121
62	b	CNY Elevator Inspections	Elevator Work	301W	\$492	49%	\$241
63	c	Modular Mechanical Serv	HVAC Service	301W	\$17,189	49%	\$8,423
64	c	Postler and Jaeckler Cor	HVAC Service	301W	\$1,784	49%	\$874
65	c	Rolaz Industrial Products	HVAC Service	301W	\$1,052	49%	\$516
66	d	Avaya Inc.	Telephone Wiring	301W	\$4,746	49%	\$2,325
67	a	All Pest	Pest Control	LawLib	\$410	35%	\$144
68	b	Otis Elevator	Elevator Work	LawLib	\$354	35%	\$124
69	c	Modular Mechanical Serv	HVAC Service	LawLib	\$1,128	35%	\$395
70	c	Rolaz Industrial Products	HVAC Service	LawLib	\$1,785	35%	\$625
71	f	REM Fire Systems	Property Maintenance	LawLib	\$180	35%	\$63
72	a	All Pest	Pest Control	OCOB	\$1,994	4%	\$80
73	b	Otis Elevator	Elevator Work	OCOB	\$283	4%	\$11
74	c	Johnstone Supply of Syc	HVAC Service	OCOB	\$472	4%	\$19
75	c	Postler and Jaeckler Cor	HVAC Service	OCOB	\$23,388	4%	\$936
76	c	Rolaz Industrial Products	HVAC Service	OCOB	\$3,239	4%	\$130
77	e	Central Security Systems	Security & Alarm Systems	OCOB	\$1,466	4%	\$59
78	f	Emerson Network Power	Property Maintenance	OCOB	\$12,706	4%	\$508
79	f	JM Overhead Door Co.	Property Maintenance	OCOB	\$789	4%	\$32
80	f	Johnson Controls, Inc.	Property Maintenance	OCOB	\$4,130	4%	\$165
81	f	Maurus Glass Company	Property Maintenance	OCOB	\$86	4%	\$3
82	a	F. J. Pugliese	Pest Control	RCH	\$369	92%	\$339
83	c	Modular Mechanical Serv	HVAC Service	RCH	\$1,128	92%	\$1,037
84	c	Postler and Jaeckler Cor	HVAC Service	RCH	\$5,141	92%	\$4,730
85	c	Rolaz Industrial Products	HVAC Service	RCH	\$1,052	92%	\$968
86	f	Central Security Systems	Property Maintenance	RCH	\$1,076	92%	\$990
87	a	All Pest	Pest Control	UCH	\$420	98%	\$412
88	b	Otis Elevator	Elevator Work	UCH	\$1,461	98%	\$1,432
89	c	PENN Power Systems	HVAC Service	UCH	\$615	98%	\$603
90	c	Postler and Jaeckler Cor	HVAC Service	UCH	\$2,921	98%	\$2,863

91	c	Rolaz Industrial Products	HVAC Service	UCh	\$1,271	98%	\$1,246	
92	e	Sentinel Security	Security & Alarm Systems	UCh	\$349	98%	\$342	
93								
94								
95								
96								
7(a) Subtotal:								\$30,753

7(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringes	Total Costs	Aid Eligible Percentage	Budget Request	
97	1	301W	\$33,038	\$16,357	\$49,396	49%	\$24,204	
98	0	LawLib	\$0	\$0	0	35%	\$0	
99	10	OCOB	\$393,615	\$194,879	\$588,494	4%	\$23,540	
100	1	RCH	\$27,820	\$13,774	\$41,594	92%	\$38,267	
101	3	UCH	\$107,740	\$53,342	\$161,081	98%	\$157,860	
102					0			
103					0			
104					0			
7(b) Subtotal:								\$243,870

7(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
105	Carpet, paint, plumbing,	301W	N/A	\$6,532	49%	\$3,200
106	electrical, wire, nuts, bolts, tools	LawLib	N/A	\$3,686	35%	\$1,290
107	Grass Seed, flowers, bulbs, ice	OCOB	N/A	\$88,855	4%	\$3,554
108	Melt, Salt, fertilizer, shovels,	RCH	N/A	\$11,329	92%	\$10,423
109	Snow thrower, weed eaters	UCH	N/A	\$13,427	98%	\$13,158
7(c) Subtotal:						\$31,626

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c)

7(d):

\$306,249

8 Total - Building and Property Maintenance Costs:

8

\$306,249

9 Total Cost Reimbursable @ 25% = (Box 8 x 25%)

9

\$76,562

10 Total Proposed Direct Costs (Item 6 + Item 9):

10

\$450,110

11 Overhead Costs (Item 10 x .05):

11

\$22,506

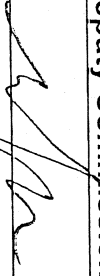
12 Total Proposed Contract Amount (Item 10 + Item 11):

12

\$472,616

13 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 Laramie
Title:	Deputy Commissioner
Signature:	
Date:	12/9/2013

County or City:	Oneida County
Address:	6000 Airport Rd Oriskany, NY 13424
Phone:	315.793.6236

ENDNOTES:

Use budget line numbers for reference and include remarks or explanations below.

Line No. Explanation:

Line No.	Explanation:



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

December 6, 2013

FN 20

13-435

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

PUBLIC WORKS

WAYS & MEANS

Dear Mr. Chairman:

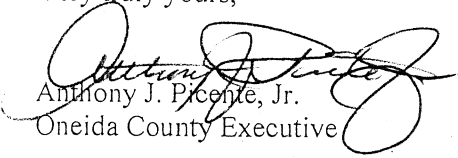
The enclosed agreement between Oneida County and the *Upper Mohawk Valley Memorial Auditorium Authority* will establish the terms for the disbursement of Oneida County funds in the amount of Five Hundred Thousand (\$500,000.00) dollars. These funds will be used for the design and construction of a parking lot between Whitesboro Street and Water Street in the City Of Utica to accommodate parking for approximately 250-300 cars for Auditorium events. To accomplish this project, the Authority will undertake the necessary steps to include surveying, SEQR review, design, and construction of the parking lot at the Upper Mohawk Valley Memorial Auditorium.

Pursuant to New York Public Authorities Law Section 1944, the County is authorized to appropriate sums of money for costs and expenses of the Authority. This project will be an important part of the ongoing improvements currently underway at the Memorial Auditorium and I feel confident that these funds will be an important investment by the County on behalf of the continued positive economic growth.

At this time, I respectfully request your approval to approve the enclosed Agreement between Oneida County and the Upper Mohawk Valley Memorial Auditorium Authority at the **December 11, 2013 meeting of the Board of Legislators.**

Thank you for your consideration and approval of this request.

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive

Enc.

CC: Director of UMVMAA
Comptroller
County Attorney
Budget Director

Oneida Co. Department: County Executive

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Upper Mohawk Valley Memorial Auditorium Authority
400 Oriskany Street W.
Utica, New York 13502

Title of Activity or Service: Parking Lot Improvement Project

Proposed Dates of Operation: December 1, 2013 until complete

Client Population/Number to be Served: Oneida County Residents

Summary Statements

1) Narrative Description of Proposed Services

These funds will be used for the design and construction of a parking lot between Whitesboro Street and Water Street in the City Of Utica to accommodate parking for approximately 250- 300 cars for Auditorium events. Such work will include surveying, SEQR review, design, and construction of the parking lot.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

Total Funding Requested: \$500,000.00

Account # A6412.495

Oneida County Dept. Funding Recommendation: \$500,000.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

AGREEMENT

THIS AGREEMENT, made this *17th* day of *December*, 2013 between the **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 in the City of Utica, County of Oneida, New York, hereinafter referred to as the "County", and the **UPPER MOHAWK VALLEY MEMORIAL AUDITORIUM AUTHORITY**, a public corporation organized under the laws of the State of New York, with its principal office located in the City of Utica, County of Oneida, New York, hereinafter referred to as the "Authority".

WHEREAS, the Authority is a public corporation, located within the County of Oneida, formed for the purpose, among others, of developing, constructing, operating, maintaining and managing the Utica Memorial Auditorium, said auditorium located in the City of Utica in the vicinity of Oriskany Street West and Charles Street (hereinafter the "Auditorium"), and

WHEREAS, the Authority has indicated its intention to create a new parking lot near the Auditorium (hereinafter the "Parking Lot Improvement"), and

WHEREAS, pursuant to New York Public Authorities Law Section 1944, the County is authorized to appropriate sums of money for costs and expenses of the Authority and is desirous of appropriating funds to the Authority to be used solely towards the costs of the Parking Lot Improvement,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. The County agrees to advance funds to the Authority to be used solely towards the costs of the Parking Lot Improvement, in the total amount of

five hundred thousand (\$500,000.00). The Authority shall use said funds solely towards the costs of the Parking Lot Improvement.

2. The Authority shall present the County with written proof of the need for each advancement of an increment of the funds, said proof in the form approved by, and to the satisfaction of, the County's Division of the Budget and the County Comptroller. Each advancement of funds shall be accomplished by the County as soon as reasonably practicable after receipt of review of the written proof.
3. The Authority agrees that, in performing the Parking Lot Improvements, the Authority, its employees, agents, contractors and subcontractors shall secure and maintain safe work sites, equipment and conditions in accordance with all requirements of state and federal law, and shall perform all work in a good and workmanlike manner.
4. The Authority covenants and agrees that its officers, agents, directors, employees, members, contractors and subcontractors, in accordance with the status of the Authority as an independent contractor, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the County, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the County, including but not limited to Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.

5. The Authority shall defend, indemnify and hold harmless the County, 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 the Authority, its officers, agents, directors, employees, members, contractors and subcontractors, in the performance of its duties under the terms of this Agreement, including but not limited to performance of the Parking Lot Improvements.
6. The Authority agrees to provide the County with certificates showing that the Authority and its contractors and subcontractors have obtained the required Worker's Compensation and Disability Benefits coverage, or to submit proof that the Authority and its contractors and subcontractors are not required by law to provide such coverage.
7. The Authority agrees that it will, at its own expense, at all times during the term of this agreement and during performance of the Parking Lot Improvement, procure and maintain in force policies of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for the performance of its duties under this Agreement, including but not limited to the performance of the Parking Lot Improvements by the Authority, its officers, agents, directors, employees, members, contractors and subcontractors. The Authority agrees to have the County and its directors, officers, employees, agents

and representatives named as additional insured and certificate holders on a primary and non-participatory basis to said policies, with full waiver of subrogation (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 26 11 85). The Authority agrees to provide the County with certificates from said insurance company or companies showing the above, and to provide that such coverage shall not be terminated without prior written notice to the County of at least fifteen (15) days prior to said termination.

Specific Insurance minimum requirements shall be as follows: Commercial General Liability Insurance providing both bodily injury (including death) and property damage insurance in a limit not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate and Five Million Dollars (\$5,000,000) umbrella

8. This Agreement shall take effect immediately and shall terminate upon disbursement of all funds by the County or upon the completion of the Parking Lot Improvements, whichever occurs later, except any obligations to defend, indemnify and hold harmless the County shall survive the termination of this Agreement.
9. No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated

subsequent waiver of that or any other provision, unless explicitly stated otherwise.

10. No assignment by any of the parties to this Agreement of any rights, including rights to monies due or to become due under this Agreement, or delegation of any duties under this Agreement, shall be binding upon the parties until their written consent has been obtained.
11. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all parties.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

By _____
ONEIDA COUNTY EXECUTIVE

**UPPER MOHAWK VALLEY MEMORIAL
AUDITORIUM AUTHORITY**

By  _____

Approved as to form
Oneida County Attorney



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

December 6, 2013

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

FN 20 13-436

**PUBLIC WORKS
WAYS & MEANS**



Dear Honorable Members:

The Utica Comets season is in full swing, however some problems have arisen. The success of the Comets has been very beneficial to downtown Utica. Businesses are seeing the benefit of the increased traffic on game nights. The Utica Memorial Auditorium has a seating capacity of 3,875 at hockey games and the Comets are averaging at a minimum of 3,100 each game. That means the Aud is 80% filled on an average night!

Unfortunately, the increased traffic flow has proved there is a lack of safe and legal parking located in a safe distance around the auditorium. In order to help alleviate this problem I would like to contribute to the Upper Mohawk Valley Memorial Auditorium Authority \$500,000 to help create a new parking lot near the auditorium.

I therefore request your Board's approval to increase the following 2013 budget item with the following 2013 supplemental appropriation for the General Fund:

TO:
AA# A6412.495 M.V. Economic Development District \$ 500,000.00

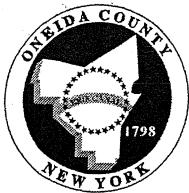
This supplemental appropriation will be fully supported by unanticipated revenue in:

RA# 599 - Fund Balance - Economic Development \$ 500,000.00

Respectfully submitted,

Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
Budget Director



**ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

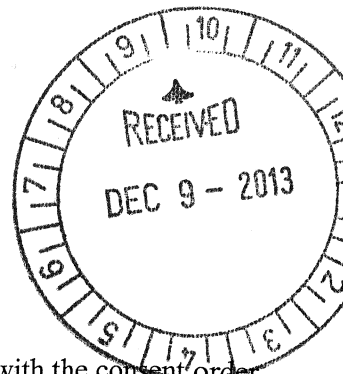
December 5, 2013

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

FN 20 13-437

**PUBLIC WORKS
WAYS & MEANS**

Re: Work Order 24, Amendment 1
WPCP Solids Handling Upgrades, Final Design and Bidding
Capital Project HG-482 CRWSF Project Number C6-6070-08-06
GHD Consulting Services, Inc.



Dear County Executive Picente:

On March 29, 2013 the Master Agreement to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant between Oneida County and Shumaker Consulting Engineering and Land Surveying, PC was assigned to GHD Consulting Services, Inc. The Master Agreement calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

GHD has submitted for consideration Work Order 24, Amendment 1 which would cover the final design and bidding of the expansion and upgrades for the solids handling and disposal systems at the Oneida County Water Pollution Control Plant. Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$1,848,000. Funding for this work order is provided by bonds through the NYS Environmental Facilities Corporation and tracked by capital project HG-482.

Timing of these upgrades is critical as NYSDEC regulations require them to be in place by March of 2016. **I would appreciate consideration of this work order by you and the Board of Legislators so that could be placed on the agenda of the December 26th Board meeting.**

I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely,

**THE ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.
Commissioner

Cc: Karl E. Schrantz, P.E. – O'Brien & Gere Engineering, Inc.
John J. LaGorga, P.E. – GHD Consulting Services, Inc.

Attachments: Six (6) copies of Work Order 24, Amendment 1
Contract Summary Sheet

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

Anthony J. Picente, Jr.
County Executive

Date 12/9/13

Oneida Co. Department: WQ&WPC

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Oneida County Sewer District

Title of Activity or Service: Work Order #24, Amendment 1
GHD Consulting Services, Inc.
Solids Handling Expansion and Upgrades
Final Design and Bidding

Proposed Dates of Operation: This work is planned to start ASAP in 2014

Client Population/Number to be Served: Oneida County Sewer District/
approximately 110,000 people.

Summary Statements

1) Narrative Description of Proposed Services: This work order covers the final design and bid phase services of solids handling expansion and upgrades for the Oneida County Water Pollution Control Plant as required by documents submitted under NYSDEC Consent Order #R620060823-67.

2) Program/Service Objectives and Outcomes: Develop the final design and provide bid phase services for solids handling expansion and upgrades to satisfy the requirements of the consent order.

3) Program Design and Staffing: GHD Consulting Services, Inc. and its engineering team will provide the services with over site from WQ&WPC

Total Funding Requested: \$1,848,000 **Account #:** HG482

Oneida County Dept. Funding Recommendation: Funding for this work order will be provided by bonds from NYS Environmental Facilities Corporation tracked with capital projects HG482.

Proposed Funding Sources (Federal \$/ State \$/County \$): New York State Environmental Facilities Corporation bonds.

Cost Per Client Served: \$16.80

Past Performance Data: N/A

O.C. Department Staff Comments: Work on this project needs to start ASAP as the expansion has to be completed by March 2016 as per NYSDEC Regulations.



December 5, 2013

Mr. Steven Devan, P.E.
Oneida County Department of Water Quality
& Water Pollution Control
51 Leland Avenue
Utica, NY 13502

Re: SPDES Permit Compliance and CSO/SSO Abatement Project
Work Order 24 – Amendment 1– WPCP Solids Handling Upgrades,
Final Design
AND
Work Order 33 – WPCP Upgrade and Expansion - Preliminary Design
CWSRF No. C6-6070-08-06 (future)

Dear Mr. Devan:

Enclosed for your review and consideration please find our proposed Work Order 24 Amendment 1– WPCP Solids Handling Upgrades, Final Design, and Work Order 33 – WPCP Upgrade and Expansion - Preliminary Design. These work elements are part of the planned upgrades to the Water Pollution Control Plant (WPCP) necessary to comply with regulatory and Consent Order requirements. Upgrades to the solids handling system at the WPCP are on a tight schedule due to amended regulations which require that upgrades to this part of the system be constructed and on-line by March 2016. To meet this deadline, it is important to continue the engineering process as soon as possible.

Funding for the overall improvements to the WPCP will be financed through the Clean Water State Revolving Fund which is administered by the New York State Environmental Facilities Corporation (NYSEFC). An engineering report has been submitted to NYSEFC and we are in the process of submitting our W/MBE Utilization Plan.

Because the process for closing on the financing package is time consuming and likely won't occur until early 2014, we discussed with you the option of temporarily borrowing the costs for preliminary design services from your existing fund balance, with those funds being replaced upon closing of the NYSEFC financing. If sufficient funds are available within your fund balance, a board resolution authorizing the inter-fund borrowing will be the required documentation by NYSEFC to reimburse your fund balance account.

Mr. Steve Devan, P.E.

March 29, 2013

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Our engineering team is prepared to begin work upon authorization from the County. In the meantime, please contact us if you have any questions or need additional information.

Very truly yours,

GHD CONSULTING SERVICES INC

A handwritten signature in black ink, appearing to read "John J. LaGorga". The signature is fluid and cursive, with a large initial "J" and "L".

John J. LaGorga, P.E., BCEE
Service Group Manager

Enclosure

ecc: Karl Schrantz, OBG



AMENDMENT NO. 1 TO WORK ORDER 24

WATER POLLUTION CONTROL PLANT UPGRADE AND EXPANSION SOLIDS HANDLING UPGRADES – FINAL DESIGN AND BIDDING

CWSRF Project No. C6-6070-08-06

I. PROJECT UNDERSTANDING

A detailed engineering evaluation of the Water Pollution Control Plant (WPCP) and the Sauquoit Creek Pump Station (SCPS) was submitted by Oneida County to the New York State Department of Environmental Conservation (NYSDEC) on August 27, 2012. This was done in response to the requirements of the Consent Order (No. R620060823-67) between NYSDEC and Oneida County due to sanitary sewer overflows (SSO) at the SCPS. The evaluation, which was prepared as Work Order No. 12, expanded upon the preliminary capacity assessment of the WPCP that was performed under Work Order No. 5 in 2007. The timeline included with the evaluation identified upgrades to the solids handling facilities as an early phase/critical path element of work to be completed. The WPCP evaluation was approved by the NYSDEC in November 2012.

A preliminary design was prepared for the expansion of the solids handling and disposal systems at the WPCP to accept additional flows and loads resulting from SSO mitigation in the SCPS basin, as well as ongoing combined sewer overflow (CSO) mitigation in the City of Utica. The preliminary design was prepared as Work Order No. 24. Additionally under Work Order 24, the preliminary design for upgrades to portions of the existing solids handling and disposal systems which have exceeded their design life was to be provided. Work Order 24 developed the solids handling upgrades to approximately the 30% design phase. Under this Work Order, engineering services will be provided to:

- Advance the preliminary solids handling upgrades design from 30% to 100% biddable documents; and
- Publically bid the project.

The overall vision for the solids handling upgrades includes the refurbishment of the existing thickeners, the replacement of various existing sludge pumps, the replacement of the existing dewatering system, and the installation of new anaerobic digesters. The existing incinerators are expected to remain in service until they have reached the end of their useful life. Once the anaerobic digestion facilities are constructed, the incinerators will be used to burn digested, dewatered sludge. Once the incinerators have reached the end of their useful service life, they will be abandoned and digested sludge will be hauled offsite to a landfill.

II. SCOPE OF SERVICES

A. Final Design Phase Services

1. Provide a final design for the following improvements to the existing gravity thickeners and the sludge dewatering systems:
 - a) The four (4) existing gravity thickeners will be refurbished. The internal operating mechanisms, weirs, baffle plates, walkways, supports, etc. will be

- replaced in all four (4) tanks. Thickener No. 4, which has been out of service for an extended period of time, will be returned to service and will operate in parallel with Thickener Nos. 1 through 3.
- b) Multiple existing sludge pumps will be replaced. The design conditions (pump type, flowrate, and head) of the new pumps was determined during the preliminary design. The pumps to be replaced include the six (6) existing return activated sludge pumps, the two (2) existing mixed sludge pumps, and the eight (8) existing thickened sludge pumps. The thickened sludge pumps will include new grinders. Primary sludge pumps will not be replaced under this project.
 - c) The existing dewatering facilities will be replaced. Six (6) existing belt filter presses and associated belt filter press feed pumps and incinerator feed pumps will be replaced. New dewatering equipment may include new belt filter presses or new centrifuges. The type, quantity, and size of new dewatering units was determined during the preliminary design. New piston type dewatered sludge pumps will be provided, similar to the existing “Schwing” pumps at the WPCP. Consideration will be given to reusing the existing Schwing pumps. The pumps will be designed to discharge to the new post-lime stabilization facility, a new truck loading area, or the incinerators.
 - d) The existing sludge conditioning system (bulk polymer storage, polymer blending, polymer feed pumps, etc.) will be modified or replaced as necessary to accommodate the new dewatering system.
 - e) The existing sludge conditioning tank will be modified or replaced as necessary to accommodate the new dewatering system. The type and size of the tank will be determined during the final design.
 - f) Primary sludge pumps, primary scum pumps, and primary sludge grit removal facilities will not be upgraded as part of this project. Primary sludge pumping and grit removal is not included in this scope of services. These WPCP components will be upgraded in a future project which will involve replacement of the existing primary settling tanks.
2. Provide a final design for a new standby post-lime stabilization system:
 - a) A standby post-lime stabilization system will be installed. The system will include lime storage, conveyors, pug mills, pumps, and provisions to discharge stabilized sludge to a new truck loading area. The system will be designed to produce “Class B” biosolids. A single storage silo will be provided. Mechanical components (mixers, pumps, etc.) will have redundancy. The post-lime stabilization system will be designed for use when either incinerators or digesters are out of service.
 3. Provide a final design for improvements to the existing incinerators:
 - a) The existing incinerators will be modified only to the extent necessary to replace equipment which is at or end of its useful service life. The incinerators will not be upgrades for long-term operation, as the anaerobic digesters will eventually replace the incinerators.
 4. Provide a design approach, preliminary, and final design for a new anaerobic digester facility:

- a) Design Approach Workshop
- (i) A meeting will be held to discuss and finalize the concept design approach. This discussion will address, at a minimum, the following subject areas:
 - Review of the concept design and any updates to the findings based on the updated information.
 - Design and operational requirements for the proposed facility at initial and final design capacity include flow and loads.
 - Digestion process selection for different potential modes of operation.
 - Digester vessel configuration.
 - Digester equipment alternatives (covers, mixing, heating)
 - Digester gas utilization alternatives including electrical production and utility interconnection.
 - Other subjects as relevant to the implementation of the proposed project approach.
 - (ii) The project team will confirm the proposed project design criteria and discuss the project approach with District staff, including any suggested alternative approaches.
 - (iii) At the completion of this step, the consultant shall issue a memorandum describing the results of the meeting for County review and approval. The memo shall include the results of the consultant's review of the previous bio-solids report, final facility design and operational requirements, project schedule for design and permitting activities, and the steps taken to implement the consultant's proposed Project Approach.
- b) Preliminary Design
- (i) Design Development Report (DDR) – A DDR will be prepared to document the final design approach. The DDR will be an update to the concept design. The will DDR include,
 - (ii) A discussion of existing solids handling facilities and project intent to upgrade and expand these facilities
 - (iii) A narrative discussion of bio-solids treatment goals, disposal options, and the treatment alternatives considered
 - (iv) A cost comparison of the alternatives considered using present-worth analysis considering both capital and O&M costs
 - (v) A discussion of the selected treatment methods, including the advantages and disadvantages versus the other alternatives considered
 - (vi) A discussion of the selected gas utilization methods, including the advantages and disadvantages versus the other alternatives considered
 - (vii) A preliminary site layout, drawn to scale, indicating the locations of unit processes, measurement, sampling, pumping, and chemical feed locations
 - (viii) A discussion of the type of wastewater flows treated, including facility sludge production over time, and the design capacity of individual unit processes and the bio-solids handling facility as a whole

- (ix) A process flow schematic and mass balance for liquids, solids and sludge
 - (x) A description of process control and target process control parameters
 - (xi) A discussion of facility redundancy, operational flexibility, by-pass capabilities, emergency power, thermal (heat) and freeze protection
 - (xii) Proposed odor control strategies
 - (xiii) Identification of candidate digester gas treatment and cogeneration technologies in the size ranges suitable for this application.
 - (xiv) Review of operational and cost benefits associated with a natural gas blending system for cogeneration technologies.
 - (xv) Update the electrical distribution system costs associated with the digester gas production range and cogeneration electrical inter-connection
 - (xvi) Evaluate use of excess heat as beneficial use to building and /or process heating. This activity will include the following:
 - Evaluate and quantify amount of waste heat available for each month
 - Evaluate and quantify current and future plant heating requirement
 - Perform economic evaluation to determine potential annual cost savings and subsequent life cycle costs of new chiller equipment.
- c) Provide the final design of the anaerobic digestion facility, which will eventually replace the incinerators. The anaerobic digestion facility is anticipated to include:
- (i) Primary and secondary digester tanks. The size and quantity of tanks was determined during the preliminary design.
 - (ii) Digested sludge pumps to feed the refurbished dewatering facilities. The size, quantity, and type of digested sludge pumps will be determined during the final design.
 - (iii) Sludge recirculation pumps and heat exchangers. The size, quantity, and type of recirculation pumps and heat exchangers will be determined during the final design.
 - (iv) Internal digester sludge mixers. The size, quantity, and type of mixers will be determined during the final design.
 - (v) Digester covers. Fixed covers will likely be provided on the primary digester(s), and floating gasholding or dual membrane gasholding covers will likely be provided on the secondary digester(s).
 - (vi) A digester gas collection and treatment system.
 - (vii) A co-generation facility to produce power from treated digester gas. The system will be a reciprocating engine co-gen system, or a microturbine. For either system, heat exchangers will be utilized to the extent possible to recover exhaust heat. Electricity produced by the co-generation facility will be returned to the plant's electric grid to reduce net energy consumption. The size and quantity of co-gen units or microturbines will be determined during the final design.
 - (viii) A new septage receiving facility will be constructed to accept waste from outside sludge haulers. The facility will include provisions for screening hauled sludge or leachate. Sludge received at the facility will be pumped to the thickeners or anaerobic digesters.

- (ix) A new dewatered sludge truck loading area will be constructed. Sludge from the new dewatering facilities or the new post-lime stabilization system will be conveyed to the new truck loading area.
 - (x) A new WPCP entrance will be constructed, as the new anaerobic digestion facilities may interfere with the existing plant entrance. The new entrance will include fencing and site lighting.
5. Included with each of Scope Items A.1 through A.4 above, the following tasks will be performed by the Engineering Team:
- a) Meet with Oneida County at approximately monthly intervals to review progress toward the final design. Comments and input from the County will be incorporated into the plans and specifications.
 - b) Structural and architectural improvements as necessary to existing facilities, and structural and architectural design for new facilities.
 - c) Electrical and instrumentation design for all modified or new facilities.
 - d) Plumbing design for all modified or new facilities.
 - e) Heating and ventilating design for the new anaerobic digestion facility. Heating and ventilating improvements to the existing facilities is not included in this scope of services, and will be provided in a future project.
 - f) Progress all components of the preliminary design (prepared during Work Order No. 24) to 100% design. There may be up to four (4) construction contracts:
 - (i) Thickener and Dewatering Improvements
 - (ii) Post Lime Stabilization Installation
 - (iii) Miscellaneous Incinerator Improvements
 - (iv) Anaerobic Digester Construction
- Each of the above four (4) contracts could contain multiple prime contracts. Prime contracts will be consistent with Wick's Law as applicable (i.e. General, Electrical, HVAC, and Plumbing). Consideration will be given to combining the above project components into less than four (4) contracts.
- g) Provide two (2) interim submittals (plans and specifications) to the Oneida County Sewer District (District) at the 60% and 90% stages for review and comment by the District.
 - (i) 60% documents will include outline specifications and detailed drawings depicting approved comments from the preliminary design.
 - (ii) 90% documents will include detailed general and technical specifications, and construction drawings including specific construction details.

- h) Finalized 100% documents will be submitted to the NYSDEC for review, comment, and approval.
- i) Coordinate and facilitate meetings with the NYSDEC. Incorporate NYSDEC comments as necessary.

B. Bid Phase Services

1. Provide 30 sets of bidding documents per contract, and assist the County with uploading project information to their procurement website.
2. Attend and facilitate one (1) pre-bid meeting per contract.
3. Prepare and issue necessary addenda based upon regulatory agency or contractor questions or comments.
4. Attend one (1) bid opening per contract.
5. For each contract, review bids, prepare a tabulation of bids, and provide the Oneida County Sewer District with a recommendation of award to the lowest responsible bidder.

C. Peer Review

1. Although GHD will be the Lead Engineer for this Work Order, the Engineering Team recognizes the importance of an independent peer review to the overall quality management of the project.
2. Senior design personnel from Brown and Caldwell and/or O'Brien and Gere will review the project at the 50% design stage (approximate). The personnel utilized for the peer review will not be involved in the day-to-day design or management of the project, to provide an independent "fresh look" at the plans and specifications.
3. In addition to the peer review at the 50% design stage (approximate), a "constructability review" will be conducted at the 90% design stage (approximate). Similar to the peer review, the constructability review will be conducted by personnel from GHD and/or O'Brien and Gere including senior personnel with extensive construction experience. The constructability review will focus on reviewing the project from a contractor's perspective to identify potential issues with staging, phasing/scheduling, maintaining SCPS/WPCP operations during construction, coordination with other contractors and the Owner during construction, etc.
4. Comments from the 50% design peer review and the 90% design constructability review will be shared with Oneida County and incorporated into the Contract Documents as applicable.

D. Project Management

1. This task allows for the routine management, administration, and coordination of the work efforts for the preliminary design activities. Included in this task is the appropriate

coordination with Oneida County and engineering team members, management of the project, monitoring of budget and schedule, cost control, and administrative assistance to the Commissioner on an as needed basis. Karl Schrantz, P.E. from O'Brien and Gere Inc will be the Project Manager and will be responsible for project administration. John LaGorga, P.E will be Project Manager from GHD Consulting Services Inc. and will be responsible for overall technical/engineering coordination.

III. SCHEDULE

Our team will complete the work outlined above within eighteen (18) months from the date of County signature. The following general schedule is anticipated:

Task	Anticipated Completion
A.5.g	90% documents within 12 months from date of County signature
A.5.h through A.5.i	100% submittal to NYSDEC within 16 months from date of County signature
B.1 through B.5	Bidding packets completed within 18 months from the date of County signature, and remaining bid services per schedule established by County

IV. COMPENSATION

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services outlined in Section II is estimated to be \$1,848,000 as indicated in Table 1.
- B. Payments for the work will be due monthly on the basis of statements submitted by GHD Consulting Services Inc. for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

V. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Amendment No. 1 to Work Order No. 24 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

VI. NEW YORK CLEAN WATER STATE REVOLVING FUND CONTRACTING REQUIREMENTS

GHD Consulting Services Inc. will comply with the applicable provisions of "Required Terms for Project Contracts and Subcontracts" as defined in the NY State Revolving Fund Bid Packet for Non-construction Contracts and Service Providers (effective date October 1, 2012), as prepared by the New York State Environmental Facilities Corporation. Refer to Attachment B.

This work order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

Consultant

Client

GHD CONSULTING SERVICES INC.

COUNTY OF ONEIDA

By: Howard B. LaFever, P.E.

By: Anthony J. Picente, Jr.

Title: Principal

Title: County Executive

Signature: Howard B. LaFever

Signature: _____

Date: December 5, 2013

Date: _____

12/5/13

Fee Estimate

TABLE 1

Description	Task A-1 Thickener/ Design Final Design	Task A-2 Line Stabilization Final Design	Task A-3 Incinerator Upgrades Final Design	Task A-4 Anaerobic Digester Final Design	Task B Bidding	Task C-1 Peer Review (Operability Review)	Task C-2 Constructability Review	Task D Project Management	Total Hrs	Billing Rate	Total Cost	Subtotals
O'Brien and Gere												
Project Officer						8	8		16	\$228.00	\$3,654.00	
Project Engineer 2									0	\$198.00	\$0.00	
Project Manager 1					40		60	100	20	\$174.00	\$3,480.00	
Construction Project Manager 2							24		24	\$158.00	\$3,816.00	
Architect/Engineer/Scientist 3									0	\$142.00	\$0.00	
Architect/Engineer/Scientist 1				200	40				0	\$54.00	\$2,580.00	
Architect/Engineer/Scientist 2									0	\$100.00	\$0.00	
Engineering Technician 2									0	\$76.00	\$0.00	
Engineering Technician 1						24	8		32	\$142.00	\$4,544.00	
Plant Operations Manager 1						16	8		24	\$87.00	\$2,088.00	
Plant Operator 3									0	\$74.00	\$0.00	
Plant Operator 2									0	\$62.00	\$0.00	
Plant Operator 1									0	\$40.00	\$0.00	
Administrative Assistant						4	8		12	\$75.00	\$900.00	\$7,172.00
GHD Consulting Engineers												
Vice President/Technical Advisor	52	28	56	52	25				213	\$232.00	\$49,416.00	
Associate	108	184	152	448	8				900	\$180.00	\$162,000.00	
Senior Project Manager	80	80	80	20	20		50		230	\$162.00	\$37,260.00	
Project Engineer	768	32	68	160	138				476	\$155.00	\$73,780.00	
Project Engineer	768	256	220	680					1318	\$116.00	\$152,848.00	
Project Engineer	704	72	67	688					2080	\$103.00	\$214,240.00	
Architect					72				0	\$112.00	\$0.00	
Managing Designer	56	184	92	1220	24				1576	\$141.00	\$222,216.00	
Senior Designer									0	\$112.00	\$0.00	
Senior Drafter	788				24				810	\$101.00	\$81,810.00	
Drafter									0	\$72.00	\$0.00	
Technician									0	\$67.00	\$0.00	
Construction Project Representative									0	\$60.00	\$0.00	
Field Technician									0	\$57.00	\$0.00	
Secretarial/Wood Processing	88	88	88		24				376	\$72.00	\$27,072.00	\$1,322,444.00
Brown and Caldwell Associates												
Vice President/Tech Advisor				100		24			124	\$214.00	\$26,536.00	
Associate/Managing Engineer				100		16			116	\$192.00	\$22,272.00	
Supervising Engineer				250		40			290	\$172.00	\$49,880.00	
Principal Engineer				120					120	\$158.00	\$18,960.00	
Senior Engineer/Scientist				225					225	\$130.00	\$29,250.00	
Senior Engineer/Scientist II									0	\$108.00	\$0.00	
Engineer/Scientist I									0	\$91.00	\$0.00	
Senior Drafter									0	\$86.00	\$0.00	
Drafter									0	\$76.00	\$0.00	
Office Support				40					40	\$68.00	\$2,720.00	\$144,788.00
LynStarr Engineering, P.C.												
Project Manager	150	104	56	80					390	\$194.00	\$76,860.00	
Senior Project Engineer	220	60	40	264					584	\$126.00	\$73,584.00	
Project Engineer	120	60	40	164					384	\$84.00	\$32,256.00	
Senior Technician/CADD	220	60	40	264					584	\$77.00	\$44,968.00	\$226,468.00
Subtotal Labor Direct Expenses	\$500,566.00	\$179,076.00	\$146,366.00	\$818,016.00	\$55,968.00	\$22,020.00	\$26,560.00	\$17,300.00	19433		\$1,765,872.00	
Travel	\$760.40	\$1,437.20	\$804.40	\$1,868.40	\$293.80	\$271.20	\$66.10	\$0.00			\$5,501.50	
Reproduction/Plotting	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00			\$30,000.00	
Office Expenses	\$13,480.00	\$4,112.00	\$3,532.00	\$23,050.50	\$1,332.00	\$520.00	\$400.00	\$200.00			\$46,026.50	
Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
Subtotal Disbursements	\$14,240.40	\$5,549.20	\$4,336.40	\$24,918.90	\$31,625.80	\$791.20	\$466.10	\$200.00			\$82,126.00	
PROJECT TOTAL	\$514,806.40	\$184,625.20	\$150,702.40	\$842,934.90	\$87,593.80	\$22,811.20	\$27,026.10	\$17,500.00			\$1,848,000.00	
ESTIMATED COMPENSATION											\$1,848,000.00	

**ATTACHMENT A
RATE SCHEDULE**

1.0 O'BRIEN & GERE ENGINEERS, INC.

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2014:

Labor Category	Hourly Rate
Project Officer	\$229.00
Project Manager 2	\$198.00
Project Manager 1	\$173.00
Construction Project Manager 2	\$178.00
Construction Project Manager 1	\$159.00
Architect/Engineer/Scientist 3	\$142.00
Architect/Engineer/Scientist 2	\$112.00
Architect/Engineer/Scientist 1	\$94.00
Engineering Technician 3	\$100.00
Engineering Technician 2	\$82.00
Engineering Technician 1	\$70.00
Plant Operations Manager 1	\$142.00
Plant Operator 3	\$87.00
Plant Operator 2	\$74.00
Plant Operator 1	\$62.00
Const Mgt Prof/Estimator 3	\$126.00
Const Mgt Prof/Estimator 2	\$101.00
Const Mgt Prof/Estimator 1	\$87.00
Intern	\$40.00
Administrative Assistant	\$75.00

1.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2014:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

**ATTACHMENT A
RATE SCHEDULE**

1.0 LYNSTAAR ENGINEERING, PC.

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Project Manager	\$194.00
Senior Project Engineer	\$126.00
Project Engineer	\$84.00
Senior Technician/CADD	\$77.00

1.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Note used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

**ATTACHMENT A
RATE SCHEDULE**

1.0 GHD CONSULTING SERVICES, INC.

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Vice President/Technical Advisor	\$232.00
Associate	\$180.00
Senior Project Manager	\$162.00
Senior Engineer	\$155.00
Project Manager	\$146.00
Project Engineer	\$118.00
Engineer or Scientist	\$103.00
Architect	\$112.00
Managing Designer	\$141.00
Senior Designer	\$112.00
Designer	\$101.00
Senior Drafter	\$82.00
Drafter	\$71.00
Technician	\$67.00
Construction Project Representative	\$90.00
Field Technician	\$57.00
Secretarial/Word Processing	\$72.00

1.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Project Consumables charge including long distance telephone, facsimile, IT support and CADD, and cell phone charges at \$4.00/hour applied to all billable hours;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

**ATTACHMENT A
RATE SCHEDULE**

1.0 BROWN AND CALDWELL ASSOCIATES

1.1 Hourly Rates

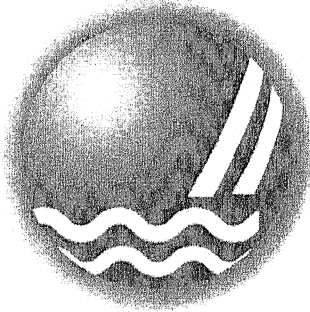
CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Vice President/Technical Advisor	\$214.00
Associate/Managing Engineer	\$192.00
Supervising Engineer	\$172.00
Principal Engineer	\$159.00
Managing Designer	\$150.00
Senior Engineer/Scientist	\$130.00
Project Engineer	\$120.00
Engineer/Scientist III	\$108.00
Engineer/Scientist II	\$98.00
Engineer/Scientist I	\$91.00
Designer	\$105.00
Senior Drafter	\$98.00
Drafter	\$76.00
Secretarial/Office Support	\$68.00

1.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not used.
- 1.2.5 Associated Project Cost (APC) at \$8.70/ hour applied to all billable hours to recover CONSULTANT's costs related to network infrastructure and IS support including CADD usage, local and long distance telephone charges, cell phone costs and postage and freight charges;
- 1.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.10 The actual cost of premiums paid on overtime worked.



**NY State Revolving Fund
MWBE / EEO
Bid Packet for**

Non-Construction Contracts

Effective October 1, 2013

**New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
(800) 882 9721
P: (518) 402-7396 F: (518) 402-7456
www.efc.ny.gov**

ATTACHMENT B

GUIDANCE FOR NON-CONSTRUCTION CONTRACTS

NEW YORK CLEAN WATER and DRINKING WATER STATE REVOLVING FUNDS
Administered by the New York State Environmental Facilities Corporation (EFC)

Contents of Bid Packet

- **PART 1: REQUIRED TERMS FOR PROJECT CONTRACTS AND SUBCONTRACTS**

The required contract language to be inserted into all non-construction contracts to satisfy Equal Employment Opportunity (EEO), Disadvantaged Business Enterprise (DBE) & Minority & Women Owned Business Enterprise (MWBE) and some other Clean/Drinking Water State Revolving Fund (SRF) Program requirements

- **PART 2: GUIDANCE MATERIALS**

Guidance 1: Equal Employment Opportunity and Minority & Women-Owned Business Enterprise Programs

A description of the EEO & MWBE requirements as they relate to non-construction contracts funded in whole or in part by the New York State Revolving Funds – all contracts and subcontracts

- **PART 3: REQUIRED FORMS**

A list and summary description of forms required for the MWBE and EEO programs.

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PART 1:

REQUIRED CONTRACT LANGUAGE

Required Terms for Project Contracts and Subcontracts

The following exhibit must be included in ALL non-construction contracts and subcontracts funded in whole or in part with SRF funds.

Check EFC's website (www.efc.ny.gov/mwbe) for updates.

Exhibit 1: EEO & MWBE Language & Goals and other program requirements

ATTACHMENT B

EXHIBIT 1 REQUIRED TERMS FOR PROJECT CONTRACTS AND SUBCONTRACTS

In accordance with the terms and conditions set forth in Section 5.1 of the Project Finance Agreement, Recipient agrees that the following language will be included in all contracts and subcontracts regarding the Project including but not limited to those relating to non-construction, engineering, architectural, legal and fiscal services, as required by federal and State laws, regulations, and executive orders applicable to this Project:

DEFINED TERMS:

The term "Bid Packets" means the New York State Revolving Fund (SRF) Bid Packet for Construction Contracts and Bid Packet for Non-Construction Contracts and Service Providers, available at www.efc.ny.gov/mwbe.

The term "contractor", as used in this contract or subcontract, means, and applies to, all prime contractors, consultants and service providers as hereinafter defined, unless specifically referred to otherwise.

The term "subcontractor", as used in this contract or subcontract, means, and applies to, any individual or business enterprise that has an agreement with a contractor.

The term "EEO policy statement" means a statement of the contractor and subcontractor setting forth at least the following:

- (i) A statement that the contractor will provide for and promote equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law, 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 and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be provided with equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.
- (iii) An agreement to 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 or harass on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

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The term "EFC" means the New York State Environmental Facilities Corporation.

The term "EPA" means the United States Environmental Protection Agency.

The term "ESD" means the Empire State Development Corporation - Division of Minority and Women's Business Development.

The term "Recipient" means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due hereunder are being paid in whole or in part.

The term "Service Providers" means professional services, such as legal, engineering, financial advisory or other professional services, supplies, commodities, equipment, materials, and travel.

The term "State" means the State of New York.

INTERPRETATION:

This contract is subject to Article 15-A of the Executive Law (Article 15-A) and 5 NYCRR 140-145 (the Regulations) and shall be considered a State Contract as defined therein. If any of the terms herein conflict with Article 15-A or the Regulations, such law and regulations shall supersede these requirements.

REPRESENTATIONS AND ACKNOWLEDGMENTS OF CONTRACTOR & SUBCONTRACTOR:

The contractor acknowledges that funds for the payment of amounts due under this contract are being provided in whole or in part subject to the terms and conditions of a grant agreement or a project finance agreement with EFC.

The contractor represents that it has submitted an EEO policy statement, an EEO Workforce Staffing Plan for Service Provider (Non-construction) Contracts (if applicable), and an MWBE Utilization Plan (prime contractors only), **prior to the execution of this contract.**

Suspension/Debarment - The contractor is not a debarred or suspended party under 2 CFR Part 180, 2 CFR Part 1532 and 40 CFR Part 32. Further, neither the contractor nor any of its subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.

EQUAL EMPLOYMENT OPPORTUNITY (EEO), AFFIRMATIVE ACTION, MWBE AND OTHER COVENANTS:

Contractor and subcontractor shall comply with all federal and State laws, regulations, and executive orders applicable to this Project, and shall provide such documentation, including periodic reports, as may be requested from time to time and as set forth in guidance documentation available at www.efc.ny.gov/mwbe, including but not limited to the Bid Packets.

With respect to this contract, the contractor and subcontractor shall undertake or continue existing programs of affirmative action and equal employment opportunity to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, color, national origin (including limited English proficiency), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ATTACHMENT B

MWBE

MWBE Goals - The contractor agrees to pursue MWBE goals in effect at the time of execution of this contract. The MWBE goals shall be applied to the total amount being funded pursuant to the grant agreement or project finance agreement with EFC.

10/1/2012 – Present	MWBE Combined Goal*
All counties	20%

*May be any combination of MBE and/or WBE participation

Contractors shall solicit participation of MWBE contractors (including subcontractors, consultants and service providers) for SRF-funded projects in accordance with the aforementioned goals. The contractor must submit sufficient documentation to demonstrate good faith efforts to provide opportunities for MWBE participation for work related to the SRF-funded project in the event respective goals are not achieved. Guidance pertaining to documentation of good faith efforts is set forth in the Bid Packet.

The contractor agrees that for purposes of providing meaningful participation by MWBEs on the contract and achieving the goals, contractor will reference the directory of New York State Certified MWBEs found at the following internet address: ny.newnycontracts.com.

Subcontractors who in turn subcontract work shall also comply with MWBE requirements for that contract.

MWBE Utilization Plan (MWBE Utilization Plan requirements apply to contractors and are submitted prior to execution of a contract.) – Each contractor shall prepare and submit to the Recipient for approval an MWBE Utilization Plan, and any revision or amendment thereto, that provides information describing MBEs and WBEs to be utilized at various times during the performance of this contract. The MWBE Utilization Plan shall identify the contractor's proposed MBE and WBE utilization for this contract and the MWBE participation goals for this contract as established by EFC. The MBEs and WBEs identified in the MWBE Utilization Plan must be certified by, or have applied for certification from ESD.

In the event that contractor's approved MWBE Utilization Plan does not propose achievement of the MWBE participation goals for this contract, contractor shall complete a waiver request as hereinafter referenced.

Submission – Within 30 days of execution of this contract, contractor shall submit to the Recipient copies of all signed subcontracts, agreements, and/or purchase orders referred to in the MWBE Utilization Plan.

Compliance – Contractor agrees to adhere to its approved MWBE Utilization Plan for the participation of MWBEs on this contract pursuant to their respective MWBE goals.

Waivers – If contractor's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals, prior to execution of a contract, the contractor shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the Recipient. Contractor is entitled to receive a written notice of acceptance or denial within 20 days of receipt. Upon receipt of a notice of deficiency from Recipient, Contractor shall respond with written remedy to such notice within 7 days. Such response may include a request for a total or partial waiver of the aforementioned goals.

Contractor shall comply with the requirements set forth in the Bid Packets regarding waivers.

Required Reports - MWBE Monthly Report – Contractor agrees to submit a report to the Recipient by the 3rd business day following each end of month over the term of this contract documenting the progress made towards achievement of the MWBE goals of this contract.

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EEO

EEO Workforce Staffing Plan – All Service Provider (non-construction) contractors and subcontractors shall submit an acceptable EEO Workforce Staffing Plan setting forth the anticipated work force to be utilized on such contract or, where required, information on the service provider's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Recipient. The EEO Workforce Staffing Plan is submitted prior to execution of a contract.

Required Reports - EEO Workforce Utilization Reports – Applies to Service Provider (Non-construction) Contracts and Subcontracts

During the term of this contract, the contractor and subcontractor shall update and provide notice to the Recipient of any changes to the previously submitted Staffing Plan in the form of an EEO Workforce Utilization Report. Contractor shall submit this information on a quarterly basis during the term of this contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information. In the event a Contractor and Subcontractor's workforce does not change within the Quarterly period, the Contractor shall notify the Recipient in writing.

Required Reports - EEO Workforce Utilization Reports – Applies to Non-construction Contracts and Subcontracts

During the term of this contract, the contractor and subcontractor shall submit to the Recipient EEO Workforce Utilization Reports. Contractor and subcontractor shall submit this information on a monthly basis to report the actual labor hours utilized in the performance of this contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information.

All EEO Workforce Utilization Reports submitted by the contractor and subcontractor shall reflect a separation of the workforce utilized in the performance of this contract from contractor or subcontractor's total workforce. Contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided relates to the actual workforce utilized on this contract. If contractor or subcontractor fails to separate the workforce to be utilized on this contract from the total workforce as determined by Recipient contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided is contractor or subcontractor's total workforce during the subject time frame, not limited to work specifically under this contract.

Disadvantaged Business Enterprises - The contractor and subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor and subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor and subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. Contractors and subcontractors shall comply with the requirements set forth in the Bid Packets regarding Disadvantaged Business Enterprises.

REMEDIES:

Upon a determination by the Recipient of contractor's non-responsiveness, non-responsibility or breach as a result of a failure to comply with the requirements of Article 15-A and the Regulations, Recipient may withhold funds under this contract or take such other actions, impose liquidated damages or commence enforcement proceedings as set forth herein or as otherwise allowed by law or in equity.

If contractor or subcontractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth in clauses (i), (ii), (iii) and (iv) of the definition thereof and within the timeframe required

ATTACHMENT B

therefor, Recipient may declare this contract to be null and void.

Contractor and subcontractor agree that a failure to submit and/or adhere to its EEO policy statement, EEO Workforce Staffing Plan for Service Provider (Non-construction) Contracts (if applicable), and an MWBE Utilization Plan (contractors only), and any other required periodic reports, shall constitute a material breach of the terms of this contract, entitling Recipient to any remedy provided herein, including but not limited to, a finding of contractor non-responsiveness.

Liquidated or Other Damages - If it has been determined by the Recipient or NYSEFC that the contractor is not in compliance with the requirements herein or refuses to comply with such requirements, or if contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, in accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under this contract.

In the event a determination has been made by the Recipient or EFC which requires the payment of liquidated damages and such identified sums have not been withheld, contractor shall pay such liquidated damages to Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, contractor has filed a complaint with ESD pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director of ESD renders a decision in favor of Recipient.

RESTRICTIONS ON LOBBYING:

Contractor and subcontractor executing a contract in excess of \$100,000 agree to provide to the Recipient an executed Certification For Contracts, Grants, Loans, and Cooperative Agreements 40 CFR 34, in the form attached hereto, consistent with the requirements of 40 CFR Part 34.

PART 2:

GUIDANCE MATERIALS

Equal Employment Opportunity (EEO) and Minority & Women-Owned Business Enterprise (MWBE) Programs

A description of the EEO & MWBE requirements as they relate to non-construction contracts funded in whole or in part by the New York State Revolving Funds:

Applicability:

This guidance applies to service provider (non-construction) contracts are written agreements where the SRF recipient (Recipient) commits to expend funds for services (including legal, engineering, financial advisory or other professional services, and labor); supplies; commodities; equipment; materials; and travel, or any combination thereof.

Purpose of Documents:

This guidance is designed to complement the required contract language as set forth in Part 1, by providing additional information intended to assist SRF Recipients and bidders in complying with EEO, MWBE, and other requirements of the SRF programs, including:

- New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development)
- 40 Code of Federal Regulations (CFR) Part 33 – “Participation by Disadvantaged Business Enterprises in US EPA Programs”
- Restrictions on Lobbying

Service Providers are required to engage in procurement practices that will provide opportunities for meaningful participation of minority and women-owned business enterprises (MWBE) in providing labor, travel, equipment, materials, supplies, services (including legal, financial, engineering or other professional services), or any combination of the above, and practices to encourage the employment of minorities and women in the workforce.

Failure to report on EEO participation or to meet all the requirements of MWBE & DBE regulations in a timely manner may result in withholding of disbursements of SRF funds or other remedies as cited in the SRF financing agreement. This may affect the Service Provider's payments. If this is a project with a not-for-profit entity, please contact EFC for appropriate guidance.

Reference the EFC website to ensure the most recent forms and language. (www.efc.ny.gov/mwbe)

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Guidance 1: EEO & MWBE Programs

The New York State Environmental Facilities Corporation (EFC) implements the New York State Revolving Fund (SRF) for both Clean Water and Drinking Water projects. This guidance outlines the activities that must be performed by each contractor on an SRF funded project in order to comply with federal and New York State laws and regulations.

I. EQUAL EMPLOYMENT OPPORTUNITY

A. WORKFORCE DIVERSITY

Service Providers are required to document their efforts to meet EEO goals for the employment of minorities and women on all SRF funded projects (EEO Workforce Utilization Report). The United States Department of Labor (DOL) has established EEO goals for employment of minority and women. The goals are available on EFC's website. (www.efc.ny.gov/mwbe - Refer to *Prime Contractor Folder*)

B. EEO POLICY STATEMENT

The EEO Policy Statement is documentation of a contractor's policy of non-discrimination in accordance with federal and State laws. The EEO Policy Statement must: be submitted to Recipient's MBO as part of any bid proposal; include language as defined above (see Required Terms for Project Contracts and Subcontracts – EEO Policy Statement definition); and be signed by each potential bidder.

The EEO Policy Statement can be found in the required forms section of this document and on EFC's website at www.efc.ny.gov/mwbe (Refer to *Prime Contractor & Subcontractor folder*).

C. EEO WORKFORCE STAFFING PLAN

With the Bid or when offering services, each Service Provider shall submit to the SRF Recipient an *EEO Workforce Staffing Plan* estimating the anticipated work force to be utilized on the project. The EEO Workforce Staffing Plan shall include information on the service provider's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories.

Blank EEO Workforce Staffing Plans are found in the Required Forms section of this document and on EFC's website at www.efc.ny.gov/mwbe.

D. EEO WORKFORCE UTILIZATION REPORTS

Upon the execution of the contract and monthly thereafter, the contractor shall submit to the Recipient's MBO an *EEO Workforce Utilization Report* of the actual labor hours worked by ALL contractor AND subcontractor employees during the prior month period, on activities related to the contract, broken down by specific ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Recipient.

The *EEO Workforce Utilization Report* is part of the MWBE Monthly Payment Reports. Both the EEO Workforce Utilization Report and MWBE Monthly Report are found on the EFC website. (www.efc.ny.gov/mwbe - Refer to *Prime Contractor folder*).

All EEO Workforce Utilization Reports submitted by the contractor and subcontractor must reflect a separation of the workforce utilized in the performance of this contract from contractor or subcontractor's total workforce. The EEO Workforce Utilization Report must indicate that the information provided relates to the actual workforce utilized. If the contractor or subcontractor fails to separate the workforce to be utilized on this contract

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from the total workforce as determined by Recipient, contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided is contractor or subcontractor's total workforce during the subject time frame, not limited to work specifically under a particular contract.

II. MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE (Prime Contracts Only)

A. MWBE REQUIREMENTS – Non-Construction Contracts

Recipients, contractors and subcontractors must comply with New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development).

Non-construction contracts executed after October 13, 2010 with a value greater than \$25,000 funded with SRF financial assistance are subject to MWBE requirements.

Non-construction contracts, for the purposes of SRF MWBE compliance, are written agreements between an SRF Recipient and a Service Provider (or subcontractor) whereby the SRF Recipient commits to expend funds for the services (i.e. legal, engineering, financial advisory or other professional services, and labor); supplies; commodities; equipment; materials; and travel, or combination thereof in support of an SRF financed project.

Amendments or change orders for such non-construction contracts with a value greater than \$25,000 may be subject to MWBE requirements as well. The Prime contractor is to seek additional MWBE participation for the additional value of the contract.

If contracts with a value of \$25,000 or less have subsequent change orders or amendments that bring the total contract value to greater than \$25,000, the full value of the contract will then be subject to MWBE requirements.

B. MWBE PARTICIPATION GOALS (FAIR SHARE OBJECTIVES)

Based on the report The State of Minority and Women-Owned Business Enterprise: Evidence of New York (April 29, 2010) (NYS Disparity Study), there is a demonstrated availability of MWBEs throughout New York State. Contractors are required to solicit participation of MWBE contractors (including subcontractors, consultants, and service providers) for SRF funded projects.

MWBE participation goals will be based on the execution date of each respective contract, unless MWBE participation goals have been otherwise specified in an executed SRF financial assistance agreement.

10/1/2012 – Present	MWBE Combined Goal*
All counties	20%

*May be any combination of MBE and/or WBE participation

10/1/2011 – 9/30/2012	MWBE Combined Goal*
All counties	10%

*May be any combination of MBE and/or WBE participation

10/13/2010 – 9/30/2011	MBE Goals	WBE Goals
All other counties non-NYC	8.8%	8.8%
New York City and Long Island Region (Bronx, Brooklyn, Manhattan, Queens, Staten Island, Nassau, Suffolk)	18.8%	20.5%

C. RECEIVING CREDIT UNDER THE EFC MWBE PROGRAM

To receive MWBE participation credit, contractors performing work that have been identified in an approved MWBE Utilization Plan (See Subsection D1 below for more information) must be certified as an MBE or WBE by the Division of Minority and

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Women's Business Development, Empire State Development Corporation (ESDC). Conditional credit will be given for firms that have applications pending with ESDC.

Prime contractors that are certified MWBE will receive credit for MWBE participation.

A list of firms certified in New York State can be found on the ESD website at ny.newnycontracts.com. Searches can be performed by the business name and commodity code or business description.

D. NON-CONSTRUCTION CONTRACTOR'S MWBE RESPONSIBILITIES

At the Time of Bid:

The completed forms listed below shall be part of the official bid submission by each competing contractor:

- **EPA Form 6100-3 "DBE Subcontractor Performance Form"** – Each potential bidder shall complete this form and submit it to the MBO for each MWBE firm contacted during the bid or proposal preparation process, and make reasonable efforts to obtain signatures from the MBEs and WBEs contacted.
- **EPA Form 6100-4 "DBE Subcontractor Utilization Form"** – This form shall be completed by each potential bidder and submitted to the MBO as part of the bid submission. On this form, each bidder offers their estimated plan for MBE and WBE utilization for their contract.

NOTE: The EEO Policy Statement should be completed and submitted at this time. See EEO section.

Prior to Award of the Contract:

- **EPA Form 6100-2 "DBE Subcontractor Participation Form"** - Distribute the form to MWBE Subcontractors who are listed on the 6100-4 form. Submit documented proof (e.g. email, letter, certified mail receipt) to the MBO that the 6100-2 form was sent to the MWBE Subcontractors. (See Required Forms)

NOTE: The EPA forms are not required for projects valued at \$250,000 or less in a year.

After Award of the Contract:

Each prime contractor is obligated to seek MWBE participation and document their good faith efforts to meet MWBE goals.

1. MWBE Utilization Plan

- a. **Due Date:** MWBE Utilization Plans and any revision or amendment thereto, are required to be submitted to the MBO no later than the date of execution of the contract.
- b. **Preparation:** Each contractor shall prepare an MWBE Utilization Plan that provides information describing MBEs and WBEs to be utilized during the term of the contract. The MWBE Utilization Plan will reflect the EFC MWBE goals that apply to the contract as well as the contractor's anticipated MWBE participation. The contractor will transmit the completed MWBE Utilization Plan form, with all pages filled out, to the MBO. Blank MWBE Utilization Plan forms are available on the EFC website. (www.efc.ny.gov/mwbe)

Utilization Plan revisions or amendments must be submitted to the MBO, preferably with the next monthly report.

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- c. **NYS Certified:** The MBEs and WBEs identified in the MWBE Utilization Plan must be certified by, or have applied for certification from:

Empire State Development Corporation
Division of Minority and Women's Business Development
625 Broadway
Albany, New York 12245
Phone: 1-800-782-8639
ny.newnycontracts.com

- d. **Supplier Credit:** Credit for MBE/WBE participation shall be granted for MWBE firms performing a commercially useful business function according to custom and practice in the industry.

"Commercially useful functions" normally include:

- i. Providing technical assistance to a purchaser prior to a purchase, during installation, and after the supplies or equipment are placed in service;
- ii. Manufacturing or being the first tier below the manufacturer of supplies or equipment; or
- iii. Providing functions other than merely accepting and referring requests for supplies or equipment to another party for direct shipment to a contractor.

MBE/WBE goal crediting:

- i. For MWBE suppliers who are manufacturers, fabricators, or official manufacturer's representatives who are warehousing such goods, up to 100% of the MBE/WBE objective may be credited.
 - ii. For non-manufacturer suppliers, up to 25% of the MBE/WBE objective may be credited.
 - iii. No credit will be granted for MBEs and/or WBEs acting merely as a passive conduit of funds from one firm to another.
- e. **Broker Credit:** Firms that are identified as brokers (on the ESD website or at EFC's discretion) may only be credited up to 25% of their full contract value.
- f. **Waiver Request:** If the contractor's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals or a specialty equipment/service waiver is requested, the contractor shall complete the waiver request portion of the MWBE Utilization Plan, attach appropriate documentation, and submit it to the MBO.
See Section F for more information.

- g. **MWBE Utilization Plan Acceptance vs. Notice of Deficiency:** The MBO will evaluate a completed MWBE Utilization Plan. Upon review and application of the requirements set forth in this guidance, if the MBO finds the UP acceptable, they will forward to EFC for review. If the MBO finds the UP insufficient, they will work with the contractor to address deficiencies before submitting to EFC for review. A written notice of acceptance or denial will be issued by EFC within 20 business days of receipt of the UP. Upon notice of deficiency to the contractor from either the MBO or EFC, the contractor shall respond with a written remedy to such notice within seven (7) business days.

In coordination with the MBO, EFC will accept a Utilization Plan upon consideration of many factors, including the following:

- i. The Utilization Plan indicates that the MWBE proposed goals for the project will be achieved;

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- ii. A prime contractor, who is a certified MBE or WBE, will be credited for up to 100% of the category of their certification. However, good faith efforts to seek participation in the other category are required;
 - iii. Adequate documentation to demonstrate good faith effort as described in Section D2.
- h. **UP Acceptance:** Within 10 days of the final acceptance of a MWBE Utilization Plan or Waiver Request, EFC will post the approved MWBE Utilization Plan or Waiver Request on the EFC website. www.efc.ny.gov/mwbe.
- i. **Conditional UP:** In coordination with the MBO, EFC may issue conditional acceptance of Utilization Plans pending submission of additional documentation that demonstrates there will be an increase in MWBE participation.
- j. **Revisions of the MWBE Utilization Plans:** If project conditions change such that the information submitted in the MWBE Utilization Plan is no longer valid, the contractor shall indicate the changes within the next monthly report to the MBO. At EFC's discretion, a completely revised MWBE Utilization Plan form and good faith effort documentation may be required to be submitted.
- k. **Projects co-Funded with other state/federal agencies:** In the event EFC is providing financial assistance to a project that is also financially supported by other state/federal agencies, EFC may defer to the MBE and WBE participation goals established for the project by those agencies.

2. Good Faith Effort Documentation

Prime contractors shall solicit participation of MWBE firms (including subcontractor, consultants and service providers) for SRF-funded projects in an effort to meet the appropriate goals. In the event respective goals are not achieved, the contractor must submit sufficient documentation to demonstrate good faith efforts have been made to provide opportunities to certified MWBE firms to participate in SRF-funded projects.

Examples of documentation of good faith efforts are set forth below:

- Information on the scope of work related to the contract and specific steps taken to reasonably structure the scope of work to break out tasks or equipment needs for the purpose of providing opportunities for subcontracting with or obtaining supplies or services from MBEs or WBEs.
- Printed screenshots of the directory of Certified Minority and Women Owned Businesses (MWBE directory) on ESD's website (ny.newnycontracts.com) on a statewide basis, if appropriate, for both MBEs and WBEs that provide the services or equipment necessary for the contract. Contact the MBO for assistance in performing a proper search including identifying a sufficient number of solicitations to show that good faith effort was made.
- Copies of timely solicitations and documentation that the contractor offered relevant plans, specifications, or other related materials to MBE and WBE firms on ESD's MWBE directory to participate in the work, with the responses.

The contractor is to offer sufficient advance notice proportional to the size and complexity of the contract to enable MBEs and WBEs to prepare an informed response to the solicitations for participation as a subcontractor or supplier. The solicitations and responses are required to be documented in a log to be submitted in the case where the goal is not met. The log should consist of the list of MBE and WBE firms solicited, their contact information, the type of work they were solicited to perform (or equipment to provide), how the solicitation was made (fax, phone, email)

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and the contact information, the contacts name and the outcome. If a bid was received, the bid price should also be included in the log. See a sample log entry below:

Date	MWBE Type	Company	Scope of work	Contact Name	Phone/ Email	Solicitation Format	MWBE Response	Negotiation Required?	Selected? If not, Explain

If no response was received to an initial solicitation, at least one follow-up solicitation should be made in a different format than the first, e.g. fax followed by phone call. Any bids received from non-MWBE firms should also be tracked on the log.

Submit the EPA 6100-3 and 6100-4 forms that are required as part of all bids or proposals. A properly completed EPA 6100-3 form is good indication of a contact to an MWBE and their response to the contact. If solicitations do not result in obtaining sufficient participation of MWBE firms due to non-responsiveness, please contact the MBO or EFC MWBE representative for support.

- Copies of any advertisements of sufficient duration to effectively seek participation of certified MBE and WBEs timely published in appropriate general circulation, trade and MWBE oriented publications, together with listing and dates of publication of such advertisements. A log should be kept of the responses to the ads, similar to the log for MWBE firm solicitation and should include the non-MWBE firms that responded and the bid prices. Any negotiations should be documented in the log.
 - Documents demonstrating that insufficient MBEs or WBEs are reasonably available to perform the work. Based on the NYS Disparity Study, there is a presumption of MBE and WBE statewide availability, unless information is submitted indicating otherwise.
 - A written demonstration that the contractor offered to make up any inability to meet the project MWBE participation goals in other contracts and/or agreements performed by the contractor on another SRF funded project.
 - The date of pre-bid, pre-award, or other meetings scheduled by the Recipient, if any, and the contact information of any MBEs and WBEs who attended and are capable of performing work on the project.
 - Any other information or documentation that demonstrates the contractor conducted good faith efforts to provide opportunities for MWBE participation in their work. For instance, prime contractors and MBOs should develop a list of MWBE firms that have expressed interest in working on SRF funded projects
 - The use of certified Disadvantaged Business Enterprises (DBE), Small Business Administration (SBA), and Veteran-Owned Small Businesses (VOSB) may be considered as a demonstration of Good Faith Efforts.
- 3. Subcontract Agreements** - The contractor shall submit copies of all legally signed subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution. These subcontracts and/or purchase orders must include the following information:
- a. Actual dollar amount of the subcontract;
 - b. A job description of the work to be performed by the subcontractor;
 - c. Signatures of both parties;
 - d. Date of execution;
 - e. MWBE language (included in this bid packet); and
 - f. A signed EEO Policy Statement Agreement (See Required Forms).

NOTE: Purchase orders must be sent with copies of both sides of cancelled checks.

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4. **Monthly Reports** - The contractor must submit monthly MWBE payment reports supplemented with proof of payment to the MBO. Blank monthly report forms are available at www.efc.ny.gov/mwbe or from the MBO. Monthly reports should be submitted to the MBO within 3 business days after the end of each month being reported.

As part of the Monthly Report, the contractor must provide documentation to the MBO that subcontractors have been paid within 30 days of receipt of payment from the Recipient.

The final monthly payment report must reflect all Utilization Plan revisions or amendments.

5. **Other Service Provider Responsibilities:**

- a. Continue good faith efforts to seek opportunities for MBE and WBE participation even if proposed goals have been achieved. In addition, any revisions to an MWBE Utilization Plan must be documented in the next monthly report to the MBO for approval.
- b. Provide written notification to the MBO and EFC of any termination of an MBE or WBE subcontractor. This should be reported as part of the revised MWBE Utilization Plan.
- c. The EEO poster shall be displayed at the project site in a visible location. The EEO poster is at <http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster/matrix.htm>
- d. Provide timely and complete responses to inquiries from either the MBO or EFC staff as requested.
- e. Make all MWBE & EEO documents and records available upon request to EFC staff, the MBO, or their authorized representatives.
- f. Manage the project in a manner that creates meaningful opportunities for participation by MBEs and WBEs.
- g. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination on the basis of race, color, national origin (including limited English provision), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.

Additional guidance and requirements pertaining to the preparation and submission of the MWBE Utilization Plans can be found in the Exhibit 1: Required Terms for Project Contracts and Subcontracts.

NOTE: Failure by the contractor to receive acceptance of the MWBE Utilization Plan by the Recipient or EFC may result in withholding of progress payments. Such withholding of progress payments shall not relieve the contractor of any contract requirements including the completion of the project within the specified contract time.

E. SUBCONTRACTOR'S MWBE RESPONSIBILITIES

Subcontractors are those individuals or business enterprises that contract directly with contractors. Subcontractors should:

1. Maintain their MWBE certifications, and notify the contractor and MBO of any change in their certification status.

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2. Respond promptly to solicitation requests by completing and submitting bid information in a timely manner.
3. Maintain business records that should include, but not be limited to, contracts/agreements, records of receipts, correspondence, purchase orders, and canceled checks.
4. Complete and submit the EPA Form 6100-3 "DBE Subcontractor Performance Form" to the contractor prior to submission of the bid. Provide a receipt of EPA Form 6100-2 "DBE Subcontractor Participation Form" to the contractor prior to award of contract.
5. Ensure that a required EEO Policy Statement is included in each subcontract. Additionally, signed versions of each subcontract should be sent to the MBO within 30 days of execution.
6. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination on the basis of race, color, national origin (including limited English provision), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.
7. Notify the MBO and EFC when contract problems arise, such as non-payment for services or when the subcontractor is not employed as described in the MWBE Utilization Plan.
8. Perform the subcontracted scope of work in a professional and timely manner.

F. WAIVER REQUESTS

1. Each contractor is required to create meaningful opportunities for certified MWBE participation and to offer the MWBE certified firms a fair share of their work. After making good faith efforts to create meaningful opportunities, a contractor may find that it is not possible to meet the MWBE goals. In that case, the contractor shall request for an MWBE waiver.
2. Even if an MWBE waiver is granted, EEO information must still be submitted. The EEO information is submitted as part of the Monthly Report.
3. **Preparation:** The contractor shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the MBO along with adequate good faith effort documentation.
4. **Waiver Review:** The MBO and EFC will review each waiver request based on the good faith effort criteria presented above and the documentation submitted with the waiver request. EFC will not issue any automatic waivers from MWBE responsibilities. A full or partial waiver from the MWBE goals can be requested.
5. **Specialty Equipment/Service Waiver:** A specialty equipment/service waiver may be granted in cases where:
 - a. equipment is made by only one manufacturer,
 - b. the contract specifications call for equipment that is not available through an MWBE supplier;
 - c. the equipment is constructed on site by specially trained non-MWBE labor;
 - d. the service is not available through an MWBE (such as work done by National Grid);
 - e. the service is proprietary in nature (such as use of certain computer software necessary for control systems); or
 - f. the service cannot be subcontracted (such as litigation services).

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If the contract includes specialty equipment or services, and documentation is submitted demonstrating that there are no MBE/WBE firms capable of completing this portion of the contract, the specialty amount of the contract may be deducted from the total contract amount and the goals would be applied to the MWBE Eligible Amount. This determination is made at the discretion of the MBO and EFC.

Example:

\$200,000	-	\$50,000	=	\$150,000
(Contract)		(Specialty equipment/service)		(MWBE Eligible Amount)

The MWBE goal is applied to the remaining balance.

A request for this specialty equipment/service deduction can be completed by filling out section two of the MWBE Utilization Plan and submitting it to the MBO. The request must include a copy of the page from the contract where the equipment/service is described and the cost of each item. Additional documentation may be requested by the MBO or EFC.

G. PROTESTS/COMPLAINTS

Subcontractors or contractors who have any concerns, issues, or complaints regarding the implementation of the SRF MWBE/EEO Program, or wish to protest should do so in writing to the project MBO and EFC. The MBO, in consultation with EFC, will review the circumstances described in the submission, investigate to develop additional information, if warranted, and determine whether action is required. If the subcontractor believes the issue has not been resolved to their satisfaction, they may appeal in writing to EFC for consideration.

H. WASTE, FRAUD AND ABUSE

Subcontractors, contractors, service providers, or Recipients who know of or suspect any instances of waste, fraud, or abuse within the MWBE & EEO Program should notify the project MBO and EFC immediately. Additionally, suspected fraud activity should be reported to the USEPA – Office of Inspector General Hotline at (888) 546-8740 or the New York State Office of Inspector General at (800) 367-4448.

I. REMEDIES

If a Recipient makes a determination that a contractor has been non-responsive, is non-responsible, or is in breach as a result of a failure to comply with the requirements of Article 15-A and the Regulations, Recipient may withhold funds under the contract or take such other actions, impose liquidated damages or commence enforcement proceedings.

If a contractor or subcontractor fails to submit to Recipient an EEO policy statement within the required timeframe, Recipient may declare the contract to be null and void.

A failure to submit and/or adhere to an EEO policy statement and an MWBE Utilization Plan, and any other required reports, shall constitute a material breach of the terms of the contract between contractor and Recipient, and justify a finding of contractor non-responsiveness.

Liquidated or Other Damages - If it has been determined by the Recipient or EFC that the contractor is not in compliance with the requirements herein or refuses to comply with such requirements, or if contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, in accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference

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between:

1. All sums identified for payment to MWBEs had the contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under this contract.

In the event a determination has been made by the Recipient or EFC which requires the payment of liquidated damages and such identified sums have not been withheld, contractor shall pay such liquidated damages to Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, contractor has filed a complaint with ESD pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director of ESD renders a decision in favor of Recipient.

J. RESTRICTIONS ON LOBBYING

Each contractor and subcontractor which has a contract with Recipient exceeding \$100,000 shall provide to the Recipient an executed certification on the form provided, that it will not expend appropriated federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress or any employee of any Member of Congress in accordance with the provisions of 40 CFR Part 34, and to maintain such certification for their own records.

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PART 3:

REQUIRED FORMS

FOR NON-CONSTRUCTION CONTRACTS

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All MWBE & EEO required forms can be found on the EFC website (www.efc.ny.gov/mwbe)

The following (Attached) SRF forms are required for the bidding process:

1. EPA Form 6100-2 "DBE Subcontractor Participation Form"
This form is to be distributed to all MWBE subcontractors and proof of distribution should be submitted to the MBO.
2. EPA Form 6100-3 "DBE Subcontractor Performance Form"
This form should be completed by each MWBE subcontractor contacted during the bid preparation process for non-construction contracts, maintained in the contractor's files, and submitted to the MBO with the bid.
3. EPA Form 6100-4 "DBE Subcontractor Utilization Form"
This form should be completed by the Service Provider as an estimate of which MWBE subcontractors will be used on the project, maintained in the contractor's files, and submitted to the MBO with the bid.
4. EEO Policy Statement
To be completed by all Service Providers and submitted to the MBO with the bid. This form may be included in the contract.
5. Lobbying Certification
To be completed by all Service Providers and subcontractors (over \$100,000) and submitted to the Recipient with the bid.

The following (Non-Attached) SRF forms are required subsequent to the bid award:

1. MWBE Utilization Plan and/or Waiver Request
These forms are completed by the Service Provider and submitted to the MBO *no later than date of execution of the contract*.
2. EEO Staffing Plan
This form is completed by the Service Provider and submitted with the Utilization Plan to the MBO. It summarizes the character of the work force related to the contract, including subcontracted staff.
3. EEO Workforce Utilization Report
This form is completed by the Service Provider and submitted on a Quarterly basis to the MBO. It summarizes the character of the actual work force related to the contract, including subcontracted staff.
4. MWBE Monthly Report Form
To be completed by the Service Provider and submitted to the MBO.

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OMB Control No: 2090-0030
 Approved: 05/01/2008



Environmental
 Protection Agency

EPA Form 6100-2

Disadvantaged Business Enterprise Program DBE Subcontractor Participation Form

NAME OF SUBCONTRACTOR ¹	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR
Subcontractor Signature _____		Title/Date _____

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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OMB Control No: 2090-0030

Approved: 05/01/2008



Environmental
Protection Agency

Disadvantaged Business Enterprise Program DBE Subcontractor Participation Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

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OMB Control No: 2090-0030
 Approved: 05/01/2008



Environmental
 Protection Agency

EPA Form 6100-3

Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR ¹		PROJECT NAME
ADDRESS		BID/PROPOSAL NO.
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
Currently certified as an MBE or WBE under EPA's DBE Program? <input type="checkbox"/> Yes <input type="checkbox"/> No Signature of Prime Contractor Date Print Name Title _____ _____ Signature of Subcontractor Date _____ _____ Print Name Title		

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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OMB Control No: 2090-0030
Approved: 05/01/2008



Environmental
Protection Agency

Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.

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OMB Control No: 2090-0030
Approved: 05/01/2008



Environmental
Protection Agency

EPA Form 6100-4
**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors ¹ will be used on this project:			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the foregoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature of Prime Contractor	Date
Print Name	Title

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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OMB Control No: 2090-0030

Approved: 05/01/2008



Environmental
Protection Agency

Disadvantaged Business Enterprise Program DBE Subcontractor Utilization Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

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AGREEMENT TO ABIDE BY EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT REQUIREMENTS NEW YORK STATE REVOLVING FUND (SRF)

I, _____, am the authorized representative of _____.
Name of Representative Name of Contractor/Service Provider
I hereby certify that _____ will abide by the equal employment
Name of Contractor/Service Provider
opportunity (EEO) policy statement provisions outlined below.

- (i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) An agreement to 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.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

Blank EEO Policy Statements are available at www.efc.ny.gov/mwbe, if needed.

If contractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth above in clauses (i), (ii), (iii) and (iv) and within the timeframe required thereof, Recipient may declare this contract to be null and void.

X

Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO

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**CERTIFICATION
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR 34**

SRF Project No.: _____

The undersigned each certify, to the best of his or her knowledge and belief, that:

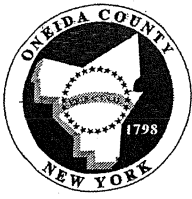
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (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 sub-contracts, sub-grants, and contracts under grant, 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.

By: _____
Name:
Title:
Date: _____

Contract ID: _____

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ONEIDA COUNTY DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL

51 Leland Ave, PO Box 442, Utica, NY 13503-0442 (315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr. County Executive

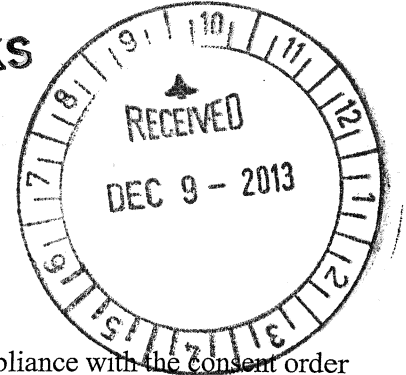
Steven P. Devan, P.E. Commissioner

December 5, 2013

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

FN 20 13-438

PUBLIC WORKS WAYS & MEANS



Re: Work Order #26, Amendment 1 Sauquoit Creek Pumping Station Upgrade, Final Design and Bidding Capital Project HG-449 CWSRF No. C6-6070-08-02 GHD Consulting Services, Inc.

Dear County Executive Picente:

On March 29, 2013 the Master Agreement to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant between Oneida County and Shumaker Consulting Engineering and Land Surveying, PC was assigned to GHD Consulting Services, Inc. The Master Agreement calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

GHD has submitted for consideration Work Order #26, Amendment 1 which would cover the final design and bid phase services for the upgrades at the Sauquoit Creek Pumping Station and the new forcemain between it and the Oneida County Water Pollution Control Plant. Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$1,246,000. Funding for this work order will be tracked by capital project HG-449.

I would appreciate consideration of this work order by you and the Board of Legislators so that could be placed on the agenda of the December 26th Board meeting.

I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely, THE ONEIDA COUNTY DEPARTMENT OF WATER QUALITY AND WATER POLLUTION CONTROL

[Handwritten signature of Steven P. Devan]

Steven P. Devan, P.E. Commissioner

Cc: Karl E. Schrantz, P.E. - O'Brien & Gere Engineering, Inc. John J., LaGorga, P.E. - GHD Consulting Services, Inc.

Attachments: Six (6) copies of Work Order #26, Amendment 1 Contract Summary Sheet

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

[Handwritten signature of Anthony J. Picente, Jr.] Anthony J. Picente, Jr. County Executive

Date 12/9/13

Oneida Co. Department: WQ&WPC

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Oneida County Sewer District

Title of Activity or Service: Work Order #26, Amendment 1
GHD Consulting Services, Inc.
Sauquoit Creek Pumping Station Upgrade
and New Forcemain
Final Design and Bidding

Proposed Dates of Operation: This work is planned to start in 2014

Client Population/Number to be Served: Oneida County Sewer District/
approximately 110,000 people.

Summary Statements

1) Narrative Description of Proposed Services: This work order covers the final design and bid phase services for the Sauquoit Creek Pumping Station upgrades and new forcemain between it and the Oneida County Water Pollution Control Plant.

2) Program/Service Objectives and Outcomes: The goal is to complete the final design and bid the project.

3) Program Design and Staffing: GHD Consulting Services, Inc. will provide the services with over site from WQ&WPC

Total Funding Requested: \$1,246,000 **Account #:** HG449

Oneida County Dept. Funding Recommendation: Funding for this work order will be provided by bonds from NYS Environmental Facilities Corporation tracked with capital projects HG449.

Proposed Funding Sources (Federal \$/ State \$/County \$): New York State Environmental Facilities Corporation bonds.

Cost Per Client Served: \$11.33

Past Performance Data: N/A

O.C. Department Staff Comments: The forcemain project is extremely complex due to its location. Work has to begin now to meet NYSDEC Consent Order deadlines.



December 5, 2013

Mr. Steven Devan, P.E., Commissioner
Oneida County Department of Water Quality
& Pollution Control
P.O. Box 442
Utica, NY 13503-0442

**Re: SPDES Permit Compliance and CSO/SSO Abatement Project
Work Order 26 Amendment 1– Sauquoit Creek Pumping Station Upgrade
and New Forcemain Final Design
CWSRF No. C6-6070-08-02**

Dear Mr. Devan:

GHD Consulting Services Inc. in conjunction with the engineering team is pleased to provide the following Work Order for services to be performed for the above referenced project:

Work Order 26 Amendment 1– Sauquoit Creek Pumping Station Upgrade and New Forcemain Final Design

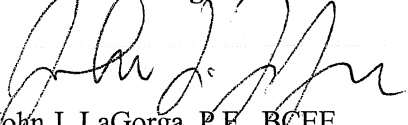
Work will be performed under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. SCE and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

Financing for this work will be funded through a new CWSRF low interest loan to be issued by the New York State Environmental Facilities Corporation. Oneida County is in the process of finalizing this financing package.

Should you have any questions or need additional information please do not hesitate to contact Karl Schrantz at (315) 956-6100 or myself at (315) 679-5776.

Very truly yours,

GHD Consulting Services Inc.



John J. LaGorga, P.E., BCEE
Service Group Manager – Infrastructure

Enclosure

ecc: Karl Schrantz, OBG



**AMENDMENT NO.1 TO
WORK ORDER 26
SAUQUOIT CREEK PUMPING STATION UPGRADE AND NEW FORCEMAIN
FINAL DESIGN & BIDDING**

CWSRF Project No. C6-6070-08-02

I. PROJECT UNDERSTANDING

A detailed engineering evaluation of the Water Pollution Control Plant (WPCP) and the Sauquoit Creek Pump Station (SCPS) was submitted by Oneida County to the New York State Department of Environmental Conservation (NYSDEC) on August 27, 2012. This was done in response to the requirements of the Consent Order (No. R620060823-67) between NYSDEC and Oneida County due to sanitary sewer overflows (SSO) at the SCPS. The evaluation expanded upon the conceptual assessment of the SCPS and forcemain that was performed under Work Order No. 2 in 2007 and updated in 2010. The WPCP and SCPS evaluation was approved by the NYSDEC in November 2012.

A preliminary design was prepared for the SCPS upgrades and second forcemain to allow the SCPS to pump up to 38 MGD to the WWTP. The preliminary design was prepared as Work Order 26. Under this Work Order, engineering services will be provided to:

- Advance the preliminary SCPS upgrades and forcemain design from 30% to 100% biddable documents; and
- Publically bid the project

The overall vision for the SCPS upgrades and second forcemain is to provide needed improvements to the SCPS and provide a second forcemain to increase the flow to 38 MGD to the WWTP. This will involve providing a new influent screening facility at the SCPS and a new standby generator. Also, required mechanical, electrical, control and HVAC modifications at the SCPS. A new second forcemain will be provided from the SCPS to the WWTP. In addition, several junction chambers will be constructed along the forcemain route to meter flow, provide a means for flow to enter the new forcemain from the Barnes Ave PS, and to provide a junction chamber for flow to enter the interceptor system if required. Also, a split flow chamber will be located at the WWTP. Initially, this chamber will take an additional 5 mgd of flow from the SCPS and route it directly to the secondary system during high flow periods. When the final upgrades are complete at the WWTP, this split flow chamber will be used to split flow either to the secondary system or to the high rate disinfection system.

I. SCOPE OF SERVICES

A. Final Design Phase Services

1. Provide a final design for the following influent screening improvements to the SCPS:
 - a) The existing climber type screen will be replaced with a new screen building which will house a new mechanical screen, rated for ultimate design capacity of the SCPS. A second mechanical screen in parallel with the first and equal in

capacity will also be included in the design. The mechanical screens will be on emergency power and therefore, operable under all power conditions. A screenings washer/compactor will also be included for each screen and screenings will be routed to a dumpster for screenings removal. The design of the new facility will be in accordance with the preliminary design report.

2. Provide a final design for a new outdoor standby electrical generator system:
 - a) A new outdoor emergency generator will be provided at the SCPS along with a new automatic transfer switch and associated conduit and wiring. The generator will be sized to power critical equipment during a power outage to allow the station to pump peak flows. In addition, electrical power upgrades will be provided to be compatible with proposed utility service upgrades and the generator output voltage.

3. Provide a final design for a new second forcemain and metering and control vaults for SCPS:
 - a) A new force main from SCPS to the WPCP, estimated to be 36 inches in diameter will be designed. The routing will be mostly parallel to the existing forcemain, within the existing easement. The forcemain routing will include crossing of a heavy rail line, major multi-lane roads, and within contaminated soils. Evaluation of the most appropriate trenchless construction technology for pipe installation in these areas will be as described in the preliminary design.
 - b) Along and through wetland areas parallel to the railroad easement and embankment, the new forcemain will be installed near or at the existing surface grade along the toe of the embankment, with fill used to cover the forcemain to a depth of several feet. This will require close coordination with CSX Transportation, Inc.
 - c) In the remaining areas of the forcemain alignment, traditional open-trench cut and fill construction will be used.
 - d) New metering and flow control vaults will be located outside the SCPS building. If it is not possible to obtain approval from CSX Transportation, Inc. to install a parallel forcemain that crosses under the railroad tracks, then the vaults will need to be constructed on the opposite side of the railroad tracks. The flow control vault will be designed with hydraulically actuated valves to control flow to the parallel forcemains and to the SCPS overflow until the upgrades to the WWTP are completed. A second, downstream vault will contain flow meters to provide flow monitoring. The flow meters will be used to regulate flow between the two forcemains via the automated valves and will be programmed to maintain sufficient scouring velocities between the two forcemains, isolating forcemains as required. User overrides will dictate which forcemain remains in operation. A remote control panel will provide to control the valves, indicate valve position, and provide flow readout.
 - e) A vault will also be designed along Leland Avenue upstream of the WPCP where the existing SCPS forcemain discharges into the Mohawk River

Interceptor. This vault will contain valves with automated actuators, which will allow discharge to the WWTP under normal conditions, or to the Mohawk interceptor should the forcemains to the WWTP require cleaning or repair.

- f) An additional vault will be designed for the connection of the Barnes Ave Pump Station forcemain into the new SCPS forcemain. This vault will contain automatic valves which will allow discharge into either the existing or new SCPS forcemain depending on the status of system operation. Valve status at the SCPS will automatically direct Barnes Ave flow to the appropriate forcemain.
- g) Special forcemain manholes will be designed along the new forcemain as required to house air relief and drain valves. The locations will be determined as described in the preliminary design.
- h) Provide a final design for split flow structure and required piping at WWTP:
 - i) A new flow split distribution structure will be designed at the effluent of the primary settling tanks to facilitate the future WPCP upgrades and split flow wet weather configuration. This structure will also improve distribution of sanitary flow to the three existing aeration basins. This new distribution structure will be used on an interim basis with the existing primary settling tanks and also in the future, after WPCP modifications are completed and new primary settling tanks are constructed. Until the upgrades to the WPCP are complete, the new distribution box will provide a termination point for the new SCPS forcemain which in turn will free up capacity in the existing primary settling tanks for additional flow from the Mohawk River Interceptor.

4. Flood Protection Berm and Roadway

Work will include the design of a flood protection berm around the Sauquoit Creek Pumping Station, including modified access road. Services will include:

- a) Meetings, field visits and site reconnaissance
- b) Coordination with regulatory agencies
- c) Supplemental geotechnical investigation
- d) Supplemental survey with stream cross sections between the Main Street and CSX bridges over Sauquoit Creek
- e) Supplemental wetland delineation and permitting in support of the berm construction.
- f) Engineering design of the stream bank protection, berm, access road, and appurtenances.
- g) Site access and facility layout/design.
- h) Grading and drainage evaluation
- i) Stormwater pump station design
- j) Erosion and sediment control design
- k) Hydraulic modeling of the affected section of Sauquoit Creek
- l) Submissions
 - i) 30% Preliminary Design Documents

- (ii) 60% Preliminary Design Documents
- (iii) Final Design Documents
- (iv) Final design drawings with Technical Specifications
- (v) Basis of Design Report
- (vi) Construction Budget Estimate

5. Hazardous Materials Survey

a) Asbestos Survey

- (i) The Engineering Team will perform the following work: Review documentation provided by the County pertaining to building/structure construction, renovations and/or repairs that have occurred, for references to asbestos-related materials. It is our understanding that construction documents and renovation documentation are available and will be provided. It is our assumption that scaled floor plans of the existing structures will be provided.
- (ii) Provide a two-person team of Asbestos Building Inspectors, certified by the New York State Department of Labor (NYSDOL), to perform a pre-renovation survey in accordance with 12 NYCRR 56-5. The team will conduct a visual inspection of the above referenced structures to identify and record the location, condition, homogeneous areas and approximate quantities of suspect asbestos-containing material (ACM). Bulk samples of suspect ACM will be collected for subsequent laboratory analysis.
- (iii) Analyze suspect ACM samples obtained during the survey, to establish whether asbestos is present. The analysis will be subcontracted to a New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP)-approved laboratory. Analysis will be performed using polarized light microscopy (PLM), in accordance with federal regulations (40 CFR 763, Subpart F, Appendix A). The NYSDOH requires that samples of “non-friable, organically bound” (NOB) materials (*e.g.*, floor tiles, roofing shingles, tar, construction adhesives, caulking), must undergo matrix reduction prior to PLM analysis. NOB samples that are determined to contain less than one percent asbestos by PLM analysis must be confirmed by transmission electron microscopy (TEM) analysis, in accordance with NYS requirements.
- (iv) Full depth samples of suspect roofing materials, not previously sampled or assessed, will be collected and analyzed. Roofing and other sample locations will be patched at the time of the survey. The inspectors do not guarantee or warranty temporary roofing repairs. It is recommended a roofing contractor be retained by the County to complete permanent roofing repairs; the Engineering Team will coordinate with the County roofing contractor, if requested.

For purposes of this proposal, we have assumed up to 30 samples of standard friable materials will require analysis by PLM, 75 NOB samples will require analysis by PLM and up to 75 NOB samples will require confirmation analysis

by TEM. Asbestos samples will be analyzed on a standard 5-day turn-around-time (TAT), subsequent to receipt of samples by the laboratory, unless otherwise requested. An accelerated TAT may be provided upon request; a laboratory surcharge of 50% and 100% is applicable to 48-hr and 24-hr TATs, respectively.

b) PCB and Lead Survey

- (i)** Conduct a visual inspection of the facility to identify potential PCB and lead-containing caulks and paint.

This survey will be conducted by Engineering Team personnel qualified and experienced in the identification of these materials, and will include the building interiors, and building exteriors that are accessible for a visual survey. It is our understanding there are no associated detached buildings, such as storage buildings or garages, within the scope of services. Utility vaults that are readily accessible will be included in the inspection; excavation will not be performed as part of the proposed scope of services.

- (ii)** The survey will include occupied, as well as unoccupied, areas such as basement areas and spaces above drop ceilings. Operating equipment or equipment requiring disassembly for inspection is excluded, but will be noted.
- (iii)** Samples of caulk and paint will be collected for analysis of PCB content in accordance with USEPA Method 8082 and lead content in accordance with USEPA Method 6010B/7000, by a NYSDOH ELAP-approved laboratory. For purposes of this proposal, we have assumed up to 20 samples of caulk and 20 samples of paint will be obtained and submitted for laboratory analysis for PCB and lead, respectively (40 total samples).
- (iv)** Caulk and paint chip samples will be analyzed on a standard 10-day TAT, subsequent to receipt of samples by the laboratory, unless otherwise requested. An accelerated TAT may be provided upon request; a laboratory surcharge of 50% and 100% is applicable to 1-week and 48-hr TATs, respectively.

c) Reporting

- (i)** The Engineering Team will provide the County with a letter report summarizing our findings, in accordance with 12 NYCRR 56, Subpart 5 (f)(3). The report will include the following:

- The building/structure name and address,
- The building/structure Owner's name and address,
- The name and address of the Owner's agent, if applicable,
- The names of the firm and personnel conducting the survey, with copies of their respective licenses and certifications,
- A tabulation of homogeneous areas of suspect ACM sampled during the survey,

- A tabulation of ACM identified during the survey, including approximate locations, types, estimated quantities, friability and condition for each ACM,
- Drawings for each building, based on base maps to be provided by the Client, depicting the locations of samples and identified ACM,
- A discussion of applicable regulations and requirements for handling and disposal of ACM prior to building renovation, and
- A tabulation of lead and PCB-containing materials, along with quantities, conditions, and locations, on a room-by-room basis; and a discussion of applicable regulations and requirements for handling and disposal prior to building renovation.

The report will meet the requirements for a pre-renovation asbestos survey, in accordance with state and federal regulations, and as required to obtain a renovation permit. Submission of the report to state and local governments, as required by 12 NYCRR 56, Subpart 5, is the responsibility of the Owner. If requested, the Engineering Team will assist the County in submitting the asbestos survey report to the appropriate regulators.

d) Remediation Design Support Services

In support of preparation of the Contract Documents, the Engineering Team will perform the following:

- (i) Review documentation provided by the County pertaining to building/structure construction, renovations and/or repairs that have occurred, and prior asbestos surveys and/or abatement activities for references to asbestos-related materials.
- (ii) Provide a New York State licensed professional engineer (PE) and a NYSDOH-certified Asbestos Project Designer to prepare up to two technical specification sections for asbestos and/or hazardous materials removal. The documents prepared by the Engineering Team, as described herein, will be prepared in accordance with applicable regulations, and will be provided in a format suitable for insertion into the project Contract Documents.
- (iii) Provide a computer-aided design and drafting (CADD) technician to prepare up to two drawings to support the specifications for asbestos removal. Drawings will be prepared in full-size Architectural Size D (24- by 36-inch) sheets, unless otherwise requested.
- (iv) Assist the County in the preparation of addenda, if required, for the asbestos/hazardous materials removal sections of the Contract Documents. One addendum is assumed for the purpose of this fee estimate. Assist the County in the project bidding process; including attending the on-Site pre-bid meeting and addressing Contractor inquiries regarding asbestos/hazardous materials removal. If desired, a copy of the project bid advertisement will be submitted to up to three experienced removal contractors.
- (v) Assist the County in reviewing selected asbestos/hazardous materials removal contractor qualifications and submittals.

e) Hazardous Materials Assumptions and Clarifications

In support of preparation of the Contract Documents, the Engineering Team will perform the following:

- The survey will include the building interior as well as exterior and roofing systems.
- With the exception of temporary roofing patch, repair of materials that may be damaged for the purposes of allowing access for inspection and/or collection of samples is not included.
- The survey will include occupied as well as unoccupied areas, excluding operating equipment or equipment that would require disassembly for inspection.
- It is assumed the County will provide access and/or an on-site representative to facilitate entry to locked/secured areas.
- Investigation below grade, requiring excavation for access, including but not limited to piping, drain lines, vapor barriers, and foundation sealers, is not included in this scope of services.
- It is assumed that remediation and disposal of asbestos will be included in the comprehensive building renovation contract documents.
- A petition for asbestos variance is not included in this scope of services. If required, the Engineering Team can assist with preparation and submittal of a variance, at an additional cost.

6. Included Work Items

- a) Included with each of Scope Items A.1 through A.5 above, the following tasks will be performed by the Engineering Team:
- b) Meet with Oneida County at approximately monthly intervals to review progress toward the final design. Comments and input from the County will be incorporated into the plans and specifications.
- c) Structural and architectural improvements as necessary to existing facilities, and structural and architectural design for new facilities.
- d) Electrical and instrumentation design for all modified or new facilities.
- e) Plumbing design for all modified or new facilities.
- f) Heating and ventilating design for the new facilities and existing SCPS.
- g) Progress all components of the preliminary design (prepared during Work Order No. 26) to 100% design. There will be one construction contract which may contain multiple prime contracts. Prime contracts will be consistent with Wick's Law as applicable (i.e. General, Electrical, HVAC, and Plumbing).

- h) Provide two (2) interim submittals (plans and specifications) to the Oneida County Sewer District (District) at the 60% and 90% stages for review and comment by the District.
 - (i) 60% documents will include outline specifications and detailed drawings depicting approved comments from the preliminary design.
 - (ii) 90% documents will include detailed general and technical specifications, and construction drawings including specific construction details.
- i) Finalized 100% documents will be submitted to the NYSDEC for review, comment, and approval.
- j) Coordinate and facilitate meetings with the NYSDEC. Incorporate NYSDEC comments as necessary.

B. Bid Phase Services

1. Provide 30 sets of bidding documents per contract, and assist the County with uploading project information to their procurement website.
2. Attend and facilitate one (1) pre-bid meeting per contract.
3. Prepare and issue necessary addenda based upon regulatory agency or contractor questions or comments.
4. Attend one (1) bid opening per contract.
5. For each contract, review bids, prepare a tabulation of bids, and provide the Oneida County Sewer District with a recommendation of award to the lowest responsible bidder.

C. Peer Review

1. Although Brown & Caldwell will be the Lead Engineer for this Work Order, the Engineering Team recognizes the importance of an independent peer review to the overall quality management of the project.
2. Senior design personnel from GHD and/or O'Brien and Gere will review the project at the 50% design stage (approximate). The personnel utilized for the peer review will not be involved in the day-to-day design or management of the project, to provide an independent "fresh look" at the plans and specifications.
3. In addition to the peer review at the 50% design stage (approximate), a "constructability review" will be conducted at the 90% design stage (approximate). Similar to the peer review, the constructability review will be conducted by personnel from GHD and/or O'Brien and Gere including senior personnel with extensive construction experience. The constructability review will focus on reviewing the project from a contractor's

perspective to identify potential issues with staging, phasing/scheduling, maintaining SCPS/WPCP operations during construction, coordination with other contractors and the Owner during construction, etc.

4. Comments from the 50% design peer review and the 90% design constructability review will be shared with Oneida County and incorporated into the Contract Documents as applicable.

D. Project Management

1. This task allows for the routine management, administration, and coordination of the work efforts for the preliminary design activities. Included in this task is the appropriate coordination with Oneida County and engineering team members, management of the project, monitoring of budget and schedule, cost control, and administrative assistance to the Commissioner on an as needed basis. Karl Schrantz, P.E. from O'Brien and Gere Inc will be the Project Manager and will be responsible for project administration. John LaGorga, P.E will be Project Manager from GHD Consulting Services Inc. and will be responsible for overall technical/engineering coordination. Bob Winn, P.E. will be the responsible for Project Management for BC.

II. SCHEDULE

Our team will complete the work outlined above within eighteen (18) months from the date of County signature. The following general schedule is anticipated:

Task	Anticipated Completion
A.6.g	90% documents within 12 months from date of County signature
A.6.h through A.6.i	100% submittal to NYSDEC within 16 months from date of County signature
B.1 through B.5	Bidding packets completed within 18 months from the date of County signature, and remaining bid services per schedule established by County

III. COMPENSATION

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services outlined in Section II is estimated to be \$1,246,000 as indicated in Table 1.
- B. Payments for the work will be due monthly on the basis of statements submitted by GHD Consulting Services Inc. for the work performed during the period.

C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

IV. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Amendment No. 1 to Work Order No. 24 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

V. NEW YORK CLEAN WATER STATE REVOLVING FUND CONTRACTING REQUIREMENTS

GHD Consulting Services Inc. will comply with the applicable provisions of "Required Terms for Project Contracts and Subcontracts" as defined in the NY State Revolving Fund Bid Packet for Non-construction Contracts and Service Providers (effective date October 1, 2012), as prepared by the New York State Environmental Facilities Corporation. Refer to Attachment B.

This work order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

Consultant

Client

GHD CONSULTING SERVICES INC.

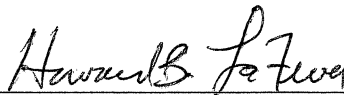
COUNTY OF ONEIDA

By: Howard B. LaFever, P.E.

By: Anthony J. Picente, Jr.

Title: Principal

Title: County Executive

Signature: 

Signature: _____

Date: December 5, 2013

Date: _____

12/5/13

FEE SUMMARY

November 4, 2013

Sauquoit Creek Pumping Station Upgrades and Foremain Final Design

Fee Estimate

TABLE 1

Description	Task A-1 Pump Station Upgrades and Screening Facility	Task A-2 Emergency Generator	Task A-3 Foremain Design/Function Structures	Task A-4 Station Flood Berm and Roadway	Task A-5 Hazardous Materials Survey and Design	Task B Bidding	Task C-1 Peer Review	Task C-2 Constructability Review	Task D Project Management	Total Hrs	Billing Rate	Total Cost	Subtotals
O'Brien and Gere													
Project Officer				12	4					16	\$229.00	\$3,664.00	
Project Manager 2				49						48	\$198.00	\$9,504.00	
Construction Project Manager 2				72	4	24	24	24	80	228	\$179.00	\$39,444.00	
Construction Project Manager 1										0	\$178.00	\$0.00	
Architect/Engineer/Scientist 3			40	318	8	40	8	16		16	\$159.00	\$2,544.00	
Architect/Engineer/Scientist 2				338	8			24		38	\$142.00	\$5,396.00	
Architect/Engineer/Scientist 1				324	80		12			416	\$172.00	\$71,392.00	
Engineering Technician 3										0	\$94.00	\$0.00	
Engineering Technician 2				150	48					238	\$92.00	\$21,916.00	
Engineering Technician 1										0	\$70.00	\$0.00	
Plant Operator 3										0	\$142.00	\$0.00	
Plant Operator 2							8			8	\$87.00	\$696.00	
Plant Operator 1										0	\$74.00	\$0.00	
Intern										0	\$92.00	\$0.00	
Administrative Assistant				8	4		2			16	\$75.00	\$1,200.00	\$216,620.00
GHD Consulting Engineers													
Vice President/Technical Advisor										0	\$232.00	\$0.00	
Senior Project Manager							16		40	56	\$180.00	\$10,080.00	
Senior Engineer										0	\$162.00	\$0.00	
Project Manager										0	\$155.00	\$0.00	
Project Engineer										0	\$148.00	\$0.00	
Construction Project Representative										0	\$80.00	\$0.00	
Field Technician										0	\$57.00	\$0.00	
Secretary/Word Processing										0	\$72.00	\$0.00	\$9,072.00
Brown and Caldwell Associates													
Vice President/Technical Advisor	80	30	92						8	210	\$214.00	\$44,940.00	
Associate/Managing Engineer	220	80	250	40		25			190	805	\$192.00	\$154,560.00	
Supervising Engineer	130		80							210	\$172.00	\$36,120.00	
Principal Engineer	140		212			25				457	\$159.00	\$72,663.00	
Senior Designer	235	100	220	40		130				738	\$150.00	\$110,700.00	
Senior Engineer/Scientist	232		80							512	\$136.00	\$69,632.00	
Project Engineer	32									172	\$72.00	\$12,480.00	
Engineer/Scientist III	136		244			80			40	490	\$109.00	\$53,400.00	
Engineer/Scientist II			16							0	\$81.00	\$0.00	
Engineer/Scientist I										0	\$105.00	\$0.00	
Designer	410		380							790	\$105.00	\$82,950.00	
Senior Drafter	210		196	30						436	\$98.00	\$42,728.00	
Drafter	380		290			25				685	\$76.00	\$52,040.00	
Office Support	134		96			30				260	\$68.00	\$17,680.00	\$748,449.00
LynStar Engineering, P.C.													
Project Manager	70	40				8				118	\$164.00	\$19,352.00	
Senior Project Engineer	289	340				20				649	\$176.00	\$114,224.00	
Project Engineer	300	120				20				440	\$84.00	\$36,960.00	
Senior Technician/CADD	346	320								666	\$77.00	\$51,282.00	\$192,998.00
Subtotal Labor	\$391,046.00	\$134,620.00	\$216,712.00	\$167,696.00	\$15,396.00	\$56,439.00	\$9,854.00	\$10,254.00	\$62,832.00	9410			
Direct Expenses													
Travel	\$1,325.25	\$441.75	\$1,325.25	\$1,384.10	\$152.55	\$453.05	\$73.45	\$0.00	\$0.00				
Reproduction/Plotting	\$0.00	\$0.00	\$0.00	\$0.00	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00				
Office Expenses	\$15,644.15	\$2,041.25	\$16,451.95	\$2,012.90	\$693.75	\$2,147.45	\$226.55	\$1,942.80	\$0.00			\$5,365.40	
Subcontractors	\$0.00	\$0.00	\$0.00	\$17,000.00	\$4,885.00	\$0.00	\$0.00	\$0.00	\$0.00			\$10,550.00	
Subtotal Disbursements	\$16,969.40	\$2,483.00	\$17,777.20	\$20,697.00	\$6,571.30	\$12,350.50	\$300.00	\$1,942.80	\$1,942.80				
PROJECT TOTAL	\$408,015.40	\$137,303.00	\$336,489.20	\$188,293.00	\$21,927.30	\$68,789.50	\$10,154.00	\$12,198.80	\$64,774.80				
													ESTIMATED COMPENSATION
													\$1,246,000.00
													\$78,951.00

**ATTACHMENT A
RATE SCHEDULE**

1.0 O'BRIEN & GERE ENGINEERS, INC.

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Project Officer	\$229.00
Project Manager 2	\$198.00
Project Manager 1	\$173.00
Construction Project Manager 2	\$178.00
Construction Project Manager 1	\$159.00
Architect/Engineer/Scientist 3	\$142.00
Architect/Engineer/Scientist 2	\$112.00
Architect/Engineer/Scientist 1	\$94.00
Engineering Technician 3	\$100.00
Engineering Technician 2	\$82.00
Engineering Technician 1	\$70.00
Plant Operations Manager 1	\$142.00
Plant Operator 3	\$87.00
Plant Operator 2	\$74.00
Plant Operator 1	\$62.00
Const Mgt Prof/Estimator 3	\$126.00
Const Mgt Prof/Estimator 2	\$101.00
Const Mgt Prof/Estimator 1	\$87.00
Intern	\$40.00
Administrative Assistant	\$75.00

1.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

**ATTACHMENT A
RATE SCHEDULE**

1.0 LYNSTAAR ENGINEERING, PC.

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Project Manager	\$194.00
Senior Project Engineer	\$126.00
Project Engineer	\$84.00
Senior Technician/CADD	\$77.00

1.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Note used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

**ATTACHMENT A
RATE SCHEDULE**

1.0 GHD CONSULTING SERVICES, INC.

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Vice President/Technical Advisor	\$232.00
Associate	\$180.00
Senior Project Manager	\$162.00
Senior Engineer	\$155.00
Project Manager	\$146.00
Project Engineer	\$118.00
Engineer or Scientist	\$103.00
Architect	\$112.00
Managing Designer	\$141.00
Senior Designer	\$112.00
Designer	\$101.00
Senior Drafter	\$82.00
Drafter	\$71.00
Technician	\$67.00
Construction Project Representative	\$90.00
Field Technician	\$57.00
Secretarial/Word Processing	\$72.00

1.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Project Consumables charge including long distance telephone, facsimile, IT support and CADD, and cell phone charges at \$4.00/hour applied to all billable hours;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

**ATTACHMENT A
RATE SCHEDULE**

1.0 BROWN AND CALDWELL ASSOCIATES

1.1 Hourly Rates

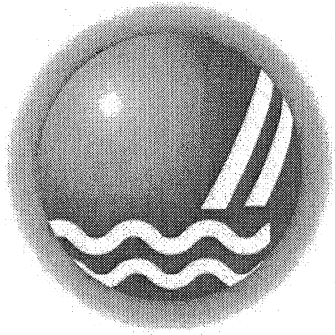
CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Vice President/Technical Advisor	\$214.00
Associate/Managing Engineer	\$192.00
Supervising Engineer	\$172.00
Principal Engineer	\$159.00
Managing Designer	\$150.00
Senior Engineer/Scientist	\$130.00
Project Engineer	\$120.00
Engineer/Scientist III	\$108.00
Engineer/Scientist II	\$98.00
Engineer/Scientist I	\$91.00
Designer	\$105.00
Senior Drafter	\$98.00
Drafter	\$76.00
Secretarial/Office Support	\$68.00

1.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not used;
- 1.2.5 Associated Project Cost (APC) at \$8.70/ hour applied to all billable hours to recover CONSULTANT's costs related to network infrastructure and IS support including CADD usage, local and long distance telephone charges, cell phone costs and postage and freight charges;
- 1.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.10 The actual cost of premiums paid on overtime worked.



**NY State Revolving Fund
MWBE / EEO
Bid Packet for**

Non-Construction Contracts

Effective October 1, 2013

**New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
(800) 882 9721
P: (518) 402-7396 F: (518) 402-7456
www.efc.ny.gov**

ATTACHMENT B

GUIDANCE FOR NON-CONSTRUCTION CONTRACTS

NEW YORK CLEAN WATER and DRINKING WATER STATE REVOLVING FUNDS

Administered by the New York State Environmental Facilities Corporation (EFC)

Contents of Bid Packet

- **PART 1: REQUIRED TERMS FOR PROJECT CONTRACTS AND SUBCONTRACTS**

The required contract language to be inserted into all non-construction contracts to satisfy Equal Employment Opportunity (EEO), Disadvantaged Business Enterprise (DBE) & Minority & Women Owned Business Enterprise (MWBE) and some other Clean/Drinking Water State Revolving Fund (SRF) Program requirements

- **PART 2: GUIDANCE MATERIALS**

Guidance 1: Equal Employment Opportunity and Minority & Women-Owned Business Enterprise Programs

A description of the EEO & MWBE requirements as they relate to non-construction contracts funded in whole or in part by the New York State Revolving Funds – all contracts and subcontracts

- **PART 3: REQUIRED FORMS**

A list and summary description of forms required for the MWBE and EEO programs.

ATTACHMENT B

PART 1:

REQUIRED CONTRACT LANGUAGE

Required Terms for Project Contracts and Subcontracts

The following exhibit must be included in ALL non-construction contracts and subcontracts funded in whole or in part with SRF funds.

Check EFC's website (www.efc.ny.gov/mwbe) for updates.

Exhibit 1: EEO & MWBE Language & Goals and other program requirements

ATTACHMENT B

EXHIBIT 1 REQUIRED TERMS FOR PROJECT CONTRACTS AND SUBCONTRACTS

In accordance with the terms and conditions set forth in Section 5.1 of the Project Finance Agreement, Recipient agrees that the following language will be included in all contracts and subcontracts regarding the Project including but not limited to those relating to non-construction, engineering, architectural, legal and fiscal services, as required by federal and State laws, regulations, and executive orders applicable to this Project:

DEFINED TERMS:

The term “Bid Packets” means the New York State Revolving Fund (SRF) Bid Packet for Construction Contracts and Bid Packet for Non-Construction Contracts and Service Providers, available at www.efc.ny.gov/mwbe.

The term “contractor”, as used in this contract or subcontract, means, and applies to, all prime contractors, consultants and service providers as hereinafter defined, unless specifically referred to otherwise.

The term “subcontractor”, as used in this contract or subcontract, means, and applies to, any individual or business enterprise that has an agreement with a contractor.

The term “EEO policy statement” means a statement of the contractor and subcontractor setting forth at least the following:

- (i) A statement that the contractor will provide for and promote equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law, 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 and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor’s solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be provided with equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.
- (iii) An agreement to 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 or harass on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law and that such union or representative will affirmatively cooperate in the implementation of the contractor’s obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

ATTACHMENT B

The term "EFC" means the New York State Environmental Facilities Corporation.

The term "EPA" means the United States Environmental Protection Agency.

The term "ESD" means the Empire State Development Corporation - Division of Minority and Women's Business Development.

The term "Recipient" means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due hereunder are being paid in whole or in part.

The term "Service Providers" means professional services, such as legal, engineering, financial advisory or other professional services, supplies, commodities, equipment, materials, and travel.

The term "State" means the State of New York.

INTERPRETATION:

This contract is subject to Article 15-A of the Executive Law (Article 15-A) and 5 NYCRR 140-145 (the Regulations) and shall be considered a State Contract as defined therein. If any of the terms herein conflict with Article 15-A or the Regulations, such law and regulations shall supersede these requirements.

REPRESENTATIONS AND ACKNOWLEDGMENTS OF CONTRACTOR & SUBCONTRACTOR:

The contractor acknowledges that funds for the payment of amounts due under this contract are being provided in whole or in part subject to the terms and conditions of a grant agreement or a project finance agreement with EFC.

The contractor represents that it has submitted an EEO policy statement, an EEO Workforce Staffing Plan for Service Provider (Non-construction) Contracts (if applicable), and an MWBE Utilization Plan (prime contractors only), **prior to the execution of this contract.**

Suspension/Debarment - The contractor is not a debarred or suspended party under 2 CFR Part 180, 2 CFR Part 1532 and 40 CFR Part 32. Further, neither the contractor nor any of its subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.

EQUAL EMPLOYMENT OPPORTUNITY (EEO), AFFIRMATIVE ACTION, MWBE AND OTHER COVENANTS:

Contractor and subcontractor shall comply with all federal and State laws, regulations, and executive orders applicable to this Project, and shall provide such documentation, including periodic reports, as may be requested from time to time and as set forth in guidance documentation available at www.efc.ny.gov/mwbe, including but not limited to the Bid Packets.

With respect to this contract, the contractor and subcontractor shall undertake or continue existing programs of affirmative action and equal employment opportunity to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, color, national origin (including limited English proficiency), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ATTACHMENT B

MWBE

MWBE Goals - The contractor agrees to pursue MWBE goals in effect at the time of execution of this contract. The MWBE goals shall be applied to the total amount being funded pursuant to the grant agreement or project finance agreement with EFC.

10/1/2012 – Present	MWBE Combined Goal*
All counties	20%

*May be any combination of MBE and/or WBE participation

Contractors shall solicit participation of MWBE contractors (including subcontractors, consultants and service providers) for SRF-funded projects in accordance with the aforementioned goals. The contractor must submit sufficient documentation to demonstrate good faith efforts to provide opportunities for MWBE participation for work related to the SRF-funded project in the event respective goals are not achieved. Guidance pertaining to documentation of good faith efforts is set forth in the Bid Packet.

The contractor agrees that for purposes of providing meaningful participation by MWBEs on the contract and achieving the goals, contractor will reference the directory of New York State Certified MWBEs found at the following internet address: ny.newnycontracts.com.

Subcontractors who in turn subcontract work shall also comply with MWBE requirements for that contract.

MWBE Utilization Plan (MWBE Utilization Plan requirements apply to contractors and are submitted prior to execution of a contract.) – Each contractor shall prepare and submit to the Recipient for approval an MWBE Utilization Plan, and any revision or amendment thereto, that provides information describing MBEs and WBEs to be utilized at various times during the performance of this contract. The MWBE Utilization Plan shall identify the contractor's proposed MBE and WBE utilization for this contract and the MWBE participation goals for this contract as established by EFC. The MBEs and WBEs identified in the MWBE Utilization Plan must be certified by, or have applied for certification from ESD.

In the event that contractor's approved MWBE Utilization Plan does not propose achievement of the MWBE participation goals for this contract, contractor shall complete a waiver request as hereinafter referenced.

Submission – Within 30 days of execution of this contract, contractor shall submit to the Recipient copies of all signed subcontracts, agreements, and/or purchase orders referred to in the MWBE Utilization Plan.

Compliance – Contractor agrees to adhere to its approved MWBE Utilization Plan for the participation of MWBEs on this contract pursuant to their respective MWBE goals.

Waivers – If contractor's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals, prior to execution of a contract, the contractor shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the Recipient. Contractor is entitled to receive a written notice of acceptance or denial within 20 days of receipt. Upon receipt of a notice of deficiency from Recipient, Contractor shall respond with written remedy to such notice within 7 days. Such response may include a request for a total or partial waiver of the aforementioned goals.

Contractor shall comply with the requirements set forth in the Bid Packets regarding waivers.

Required Reports - MWBE Monthly Report – Contractor agrees to submit a report to the Recipient by the 3rd business day following each end of month over the term of this contract documenting the progress made towards achievement of the MWBE goals of this contract.

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EEO

EEO Workforce Staffing Plan – All Service Provider (non-construction) contractors and subcontractors shall submit an acceptable EEO Workforce Staffing Plan setting forth the anticipated work force to be utilized on such contract or, where required, information on the service provider's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Recipient. The EEO Workforce Staffing Plan is submitted prior to execution of a contract.

Required Reports - EEO Workforce Utilization Reports – Applies to Service Provider (Non-construction) Contracts and Subcontracts

During the term of this contract, the contractor and subcontractor shall update and provide notice to the Recipient of any changes to the previously submitted Staffing Plan in the form of an EEO Workforce Utilization Report. Contractor shall submit this information on a quarterly basis during the term of this contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information. In the event a Contractor and Subcontractor's workforce does not change within the Quarterly period, the Contractor shall notify the Recipient in writing.

Required Reports - EEO Workforce Utilization Reports – Applies to Non-construction Contracts and Subcontracts

During the term of this contract, the contractor and subcontractor shall submit to the Recipient EEO Workforce Utilization Reports. Contractor and subcontractor shall submit this information on a monthly basis to report the actual labor hours utilized in the performance of this contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information.

All EEO Workforce Utilization Reports submitted by the contractor and subcontractor shall reflect a separation of the workforce utilized in the performance of this contract from contractor or subcontractor's total workforce. Contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided relates to the actual workforce utilized on this contract. If contractor or subcontractor fails to separate the workforce to be utilized on this contract from the total workforce as determined by Recipient contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided is contractor or subcontractor's total workforce during the subject time frame, not limited to work specifically under this contract.

Disadvantaged Business Enterprises - The contractor and subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor and subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor and subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. Contractors and subcontractors shall comply with the requirements set forth in the Bid Packets regarding Disadvantaged Business Enterprises.

REMEDIES:

Upon a determination by the Recipient of contractor's non-responsiveness, non-responsibility or breach as a result of a failure to comply with the requirements of Article 15-A and the Regulations, Recipient may withhold funds under this contract or take such other actions, impose liquidated damages or commence enforcement proceedings as set forth herein or as otherwise allowed by law or in equity.

If contractor or subcontractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth in clauses (i), (ii), (iii) and (iv) of the definition thereof and within the timeframe required

ATTACHMENT B

therefor, Recipient may declare this contract to be null and void.

Contractor and subcontractor agree that a failure to submit and/or adhere to its EEO policy statement, EEO Workforce Staffing Plan for Service Provider (Non-construction) Contracts (if applicable), and an MWBE Utilization Plan (contractors only), and any other required periodic reports, shall constitute a material breach of the terms of this contract, entitling Recipient to any remedy provided herein, including but not limited to, a finding of contractor non-responsiveness.

Liquidated or Other Damages - If it has been determined by the Recipient or NYSEFC that the contractor is not in compliance with the requirements herein or refuses to comply with such requirements, or if contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, in accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under this contract.

In the event a determination has been made by the Recipient or EFC which requires the payment of liquidated damages and such identified sums have not been withheld, contractor shall pay such liquidated damages to Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, contractor has filed a complaint with ESD pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director of ESD renders a decision in favor of Recipient.

RESTRICTIONS ON LOBBYING:

Contractor and subcontractor executing a contract in excess of \$100,000 agree to provide to the Recipient an executed Certification For Contracts, Grants, Loans, and Cooperative Agreements 40 CFR 34, in the form attached hereto, consistent with the requirements of 40 CFR Part 34.

PART 2:

GUIDANCE MATERIALS

Equal Employment Opportunity (EEO) and Minority & Women-Owned Business Enterprise (MWBE) Programs

A description of the EEO & MWBE requirements as they relate to non-construction contracts funded in whole or in part by the New York State Revolving Funds:

Applicability:

This guidance applies to service provider (non-construction) contracts are written agreements where the SRF recipient (Recipient) commits to expend funds for services (including legal, engineering, financial advisory or other professional services, and labor); supplies; commodities; equipment; materials; and travel, or any combination thereof.

Purpose of Documents:

This guidance is designed to complement the required contract language as set forth in Part 1, by providing additional information intended to assist SRF Recipients and bidders in complying with EEO, MWBE, and other requirements of the SRF programs, including:

- New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development)
- 40 Code of Federal Regulations (CFR) Part 33 – “Participation by Disadvantaged Business Enterprises in US EPA Programs”
- Restrictions on Lobbying

Service Providers are required to engage in procurement practices that will provide opportunities for meaningful participation of minority and women-owned business enterprises (MWBE) in providing labor, travel, equipment, materials, supplies, services (including legal, financial, engineering or other professional services), or any combination of the above, and practices to encourage the employment of minorities and women in the workforce.

Failure to report on EEO participation or to meet all the requirements of MWBE & DBE regulations in a timely manner may result in withholding of disbursements of SRF funds or other remedies as cited in the SRF financing agreement. This may affect the Service Provider's payments. If this is a project with a not-for-profit entity, please contact EFC for appropriate guidance.

Reference the EFC website to ensure the most recent forms and language. (www.efc.ny.gov/mwbe)

ATTACHMENT B

Guidance 1: EEO & MWBE Programs

The New York State Environmental Facilities Corporation (EFC) implements the New York State Revolving Fund (SRF) for both Clean Water and Drinking Water projects. This guidance outlines the activities that must be performed by each contractor on an SRF funded project in order to comply with federal and New York State laws and regulations.

I. EQUAL EMPLOYMENT OPPORTUNITY

A. WORKFORCE DIVERSITY

Service Providers are required to document their efforts to meet EEO goals for the employment of minorities and women on all SRF funded projects (EEO Workforce Utilization Report). The United States Department of Labor (DOL) has established EEO goals for employment of minority and women. The goals are available on EFC's website. (www.efc.ny.gov/mwbe - Refer to *Prime Contractor* Folder)

B. EEO POLICY STATEMENT

The EEO Policy Statement is documentation of a contractor's policy of non-discrimination in accordance with federal and State laws. The EEO Policy Statement must: be submitted to Recipient's MBO as part of any bid proposal; include language as defined above (see Required Terms for Project Contracts and Subcontracts – EEO Policy Statement definition); and be signed by each potential bidder.

The EEO Policy Statement can be found in the required forms section of this document and on EFC's website at www.efc.ny.gov/mwbe (Refer to *Prime Contractor & Subcontractor* folder).

C. EEO WORKFORCE STAFFING PLAN

With the Bid or when offering services, each Service Provider shall submit to the SRF Recipient an *EEO Workforce Staffing Plan* estimating the anticipated work force to be utilized on the project. The EEO Workforce Staffing Plan shall include information on the service provider's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories.

Blank EEO Workforce Staffing Plans are found in the Required Forms section of this document and on EFC's website at www.efc.ny.gov/mwbe.

D. EEO WORKFORCE UTILIZATION REPORTS

Upon the execution of the contract and monthly thereafter, the contractor shall submit to the Recipient's MBO an *EEO Workforce Utilization Report* of the actual labor hours worked by ALL contractor AND subcontractor employees during the prior month period, on activities related to the contract, broken down by specific ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Recipient.

The *EEO Workforce Utilization Report* is part of the MWBE Monthly Payment Reports. Both the EEO Workforce Utilization Report and MWBE Monthly Report are found on the EFC website. (www.efc.ny.gov/mwbe - Refer to *Prime Contractor* folder).

All EEO Workforce Utilization Reports submitted by the contractor and subcontractor must reflect a separation of the workforce utilized in the performance of this contract from contractor or subcontractor's total workforce. The EEO Workforce Utilization Report must indicate that the information provided relates to the actual workforce utilized. If the contractor or subcontractor fails to separate the workforce to be utilized on this contract

ATTACHMENT B

from the total workforce as determined by Recipient, contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided is contractor or subcontractor's total workforce during the subject time frame, not limited to work specifically under a particular contract.

II. MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE (Prime Contracts Only)

A. MWBE REQUIREMENTS – Non-Construction Contracts

Recipients, contractors and subcontractors must comply with New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development).

Non-construction contracts executed after October 13, 2010 with a value greater than \$25,000 funded with SRF financial assistance are subject to MWBE requirements.

Non-construction contracts, for the purposes of SRF MWBE compliance, are written agreements between an SRF Recipient and a Service Provider (or subcontractor) whereby the SRF Recipient commits to expend funds for the services (i.e. legal, engineering, financial advisory or other professional services, and labor); supplies; commodities; equipment; materials; and travel, or combination thereof in support of an SRF financed project.

Amendments or change orders for such non-construction contracts with a value greater than \$25,000 may be subject to MWBE requirements as well. The Prime contractor is to seek additional MWBE participation for the additional value of the contract.

If contracts with a value of \$25,000 or less have subsequent change orders or amendments that bring the total contract value to greater than \$25,000, the full value of the contract will then be subject to MWBE requirements.

B. MWBE PARTICIPATION GOALS (FAIR SHARE OBJECTIVES)

Based on the report The State of Minority and Women-Owned Business Enterprise: Evidence of New York (April 29, 2010) (NYS Disparity Study), there is a demonstrated availability of MWBEs throughout New York State. Contractors are required to solicit participation of MWBE contractors (including subcontractors, consultants, and service providers) for SRF funded projects.

MWBE participation goals will be based on the execution date of each respective contract, unless MWBE participation goals have been otherwise specified in an executed SRF financial assistance agreement.

10/1/2012 – Present	MWBE Combined Goal*
All counties	20%

*May be any combination of MBE and/or WBE participation

10/1/2011 – 9/30/2012	MWBE Combined Goal*
All counties	10%

*May be any combination of MBE and/or WBE participation

10/13/2010 – 9/30/2011	MBE Goals	WBE Goals
All other counties non-NYC	8.8%	8.8%
New York City and Long Island Region (Bronx, Brooklyn, Manhattan, Queens, Staten Island, Nassau, Suffolk)	18.8%	20.5%

C. RECEIVING CREDIT UNDER THE EFC MWBE PROGRAM

To receive MWBE participation credit, contractors performing work that have been identified in an approved MWBE Utilization Plan (See Subsection D1 below for more information) must be certified as an MBE or WBE by the Division of Minority and

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Women's Business Development, Empire State Development Corporation (ESDC). Conditional credit will be given for firms that have applications pending with ESDC.

Prime contractors that are certified MWBE will receive credit for MWBE participation.

A list of firms certified in New York State can be found on the ESD website at ny.newnycontracts.com. Searches can be performed by the business name and commodity code or business description.

D. NON-CONSTRUCTION CONTRACTOR'S MWBE RESPONSIBILITIES

At the Time of Bid:

The completed forms listed below shall be part of the official bid submission by each competing contractor:

- **EPA Form 6100-3 "DBE Subcontractor Performance Form"** – Each potential bidder shall complete this form and submit it to the MBO for each MWBE firm contacted during the bid or proposal preparation process, and make reasonable efforts to obtain signatures from the MBEs and WBEs contacted.
- **EPA Form 6100-4 "DBE Subcontractor Utilization Form"** – This form shall be completed by each potential bidder and submitted to the MBO as part of the bid submission. On this form, each bidder offers their estimated plan for MBE and WBE utilization for their contract.

NOTE: The EEO Policy Statement should be completed and submitted at this time. See EEO section.

Prior to Award of the Contract:

- **EPA Form 6100-2 "DBE Subcontractor Participation Form"** - Distribute the form to MWBE Subcontractors who are listed on the 6100-4 form. Submit documented proof (e.g. email, letter, certified mail receipt) to the MBO that the 6100-2 form was sent to the MWBE Subcontractors. (See Required Forms)

NOTE: The EPA forms are not required for projects valued at \$250,000 or less in a year.

After Award of the Contract:

Each prime contractor is obligated to seek MWBE participation and document their good faith efforts to meet MWBE goals.

1. MWBE Utilization Plan

- a. **Due Date:** MWBE Utilization Plans and any revision or amendment thereto, are required to be submitted to the MBO no later than the date of execution of the contract.
- b. **Preparation:** Each contractor shall prepare an MWBE Utilization Plan that provides information describing MBEs and WBEs to be utilized during the term of the contract. The MWBE Utilization Plan will reflect the EFC MWBE goals that apply to the contract as well as the contractor's anticipated MWBE participation. The contractor will transmit the completed MWBE Utilization Plan form, with all pages filled out, to the MBO. Blank MWBE Utilization Plan forms are available on the EFC website. (www.efc.ny.gov/mwbe)

Utilization Plan revisions or amendments must be submitted to the MBO, preferably with the next monthly report.

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- c. **NYS Certified:** The MBEs and WBEs identified in the MWBE Utilization Plan must be certified by, or have applied for certification from:

Empire State Development Corporation
Division of Minority and Women's Business Development
625 Broadway
Albany, New York 12245
Phone: 1-800-782-8639
ny.newnycontracts.com

- d. **Supplier Credit:** Credit for MBE/WBE participation shall be granted for MWBE firms performing a commercially useful business function according to custom and practice in the industry.

"Commercially useful functions" normally include:

- i. Providing technical assistance to a purchaser prior to a purchase, during installation, and after the supplies or equipment are placed in service;
- ii. Manufacturing or being the first tier below the manufacturer of supplies or equipment; or
- iii. Providing functions other than merely accepting and referring requests for supplies or equipment to another party for direct shipment to a contractor.

MBE/WBE goal crediting:

- i. For MWBE suppliers who are manufacturers, fabricators, or official manufacturer's representatives who are warehousing such goods, up to 100% of the MBE/WBE objective may be credited.
- ii. For non-manufacturer suppliers, up to 25% of the MBE/WBE objective may be credited.
- iii. No credit will be granted for MBEs and/or WBEs acting merely as a passive conduit of funds from one firm to another.

- e. **Broker Credit:** Firms that are identified as brokers (on the ESD website or at EFC's discretion) may only be credited up to 25% of their full contract value.

- f. **Waiver Request:** If the contractor's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals or a specialty equipment/service waiver is requested, the contractor shall complete the waiver request portion of the MWBE Utilization Plan, attach appropriate documentation, and submit it to the MBO.

See Section F for more information.

- g. **MWBE Utilization Plan Acceptance vs. Notice of Deficiency:** The MBO will evaluate a completed MWBE Utilization Plan. Upon review and application of the requirements set forth in this guidance, if the MBO finds the UP acceptable, they will forward to EFC for review. If the MBO finds the UP insufficient, they will work with the contractor to address deficiencies before submitting to EFC for review. A written notice of acceptance or denial will be issued by EFC within 20 business days of receipt of the UP. Upon notice of deficiency to the contractor from either the MBO or EFC, the contractor shall respond with a written remedy to such notice within seven (7) business days.

In coordination with the MBO, EFC will accept a Utilization Plan upon consideration of many factors, including the following:

- i. The Utilization Plan indicates that the MWBE proposed goals for the project will be achieved;

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- ii. A prime contractor, who is a certified MBE or WBE, will be credited for up to 100% of the category of their certification. However, good faith efforts to seek participation in the other category are required;
 - iii. Adequate documentation to demonstrate good faith effort as described in Section D2.
- h. **UP Acceptance:** Within 10 days of the final acceptance of a MWBE Utilization Plan or Waiver Request, EFC will post the approved MWBE Utilization Plan or Waiver Request on the EFC website. www.efc.ny.gov/mwbe.
- i. **Conditional UP:** In coordination with the MBO, EFC may issue conditional acceptance of Utilization Plans pending submission of additional documentation that demonstrates there will be an increase in MWBE participation.
- j. **Revisions of the MWBE Utilization Plans:** If project conditions change such that the information submitted in the MWBE Utilization Plan is no longer valid, the contractor shall indicate the changes within the next monthly report to the MBO. At EFC's discretion, a completely revised MWBE Utilization Plan form and good faith effort documentation may be required to be submitted.
- k. **Projects co-Funded with other state/federal agencies:** In the event EFC is providing financial assistance to a project that is also financially supported by other state/federal agencies, EFC may defer to the MBE and WBE participation goals established for the project by those agencies.

2. Good Faith Effort Documentation

Prime contractors shall solicit participation of MWBE firms (including subcontractor, consultants and service providers) for SRF-funded projects in an effort to meet the appropriate goals. In the event respective goals are not achieved, the contractor must submit sufficient documentation to demonstrate good faith efforts have been made to provide opportunities to certified MWBE firms to participate in SRF-funded projects.

Examples of documentation of good faith efforts are set forth below:

- Information on the scope of work related to the contract and specific steps taken to reasonably structure the scope of work to break out tasks or equipment needs for the purpose of providing opportunities for subcontracting with or obtaining supplies or services from MBEs or WBEs.
- Printed screenshots of the directory of Certified Minority and Women Owned Businesses (MWBE directory) on ESD's website (ny.newnycontracts.com) on a statewide basis, if appropriate, for both MBEs and WBEs that provide the services or equipment necessary for the contract. Contact the MBO for assistance in performing a proper search including identifying a sufficient number of solicitations to show that good faith effort was made.
- Copies of timely solicitations and documentation that the contractor offered relevant plans, specifications, or other related materials to MBE and WBE firms on ESD's MWBE directory to participate in the work, with the responses.

The contractor is to offer sufficient advance notice proportional to the size and complexity of the contract to enable MBEs and WBEs to prepare an informed response to the solicitations for participation as a subcontractor or supplier. The solicitations and responses are required to be documented in a log to be submitted in the case where the goal is not met. The log should consist of the list of MBE and WBE firms solicited, their contact information, the type of work they were solicited to perform (or equipment to provide), how the solicitation was made (fax, phone, email)

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and the contact information, the contacts name and the outcome. If a bid was received, the bid price should also be included in the log. See a sample log entry below:

Date	M/WBE Type	Company	Scope of work	Contact Name	Phone/Email	Solicitation Format	MWBE Response	Negotiation Required?	Selected? If not, Explain

If no response was received to an initial solicitation, at least one follow-up solicitation should be made in a different format than the first, e.g. fax followed by phone call. Any bids received from non-MWBE firms should also be tracked on the log.

Submit the EPA 6100-3 and 6100-4 forms that are required as part of all bids or proposals. A properly completed EPA 6100-3 form is good indication of a contact to an MWBE and their response to the contact. If solicitations do not result in obtaining sufficient participation of MWBE firms due to non-responsiveness, please contact the MBO or EFC MWBE representative for support.

- Copies of any advertisements of sufficient duration to effectively seek participation of certified MBE and WBEs timely published in appropriate general circulation, trade and MWBE oriented publications, together with listing and dates of publication of such advertisements. A log should be kept of the responses to the ads, similar to the log for MWBE firm solicitation and should include the non-MWBE firms that responded and the bid prices. Any negotiations should be documented in the log.
 - Documents demonstrating that insufficient MBEs or WBEs are reasonably available to perform the work. Based on the NYS Disparity Study, there is a presumption of MBE and WBE statewide availability, unless information is submitted indicating otherwise.
 - A written demonstration that the contractor offered to make up any inability to meet the project MWBE participation goals in other contracts and/or agreements performed by the contractor on another SRF funded project.
 - The date of pre-bid, pre-award, or other meetings scheduled by the Recipient, if any, and the contact information of any MBEs and WBEs who attended and are capable of performing work on the project.
 - Any other information or documentation that demonstrates the contractor conducted good faith efforts to provide opportunities for MWBE participation in their work. For instance, prime contractors and MBOs should develop a list of MWBE firms that have expressed interest in working on SRF funded projects
 - The use of certified Disadvantaged Business Enterprises (DBE), Small Business Administration (SBA), and Veteran-Owned Small Businesses (VOSB) may be considered as a demonstration of Good Faith Efforts.
3. **Subcontract Agreements** - The contractor shall submit copies of all legally signed subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution. These subcontracts and/or purchase orders must include the following information:
- a. Actual dollar amount of the subcontract;
 - b. A job description of the work to be performed by the subcontractor;
 - c. Signatures of both parties;
 - d. Date of execution;
 - e. MWBE language (included in this bid packet); and
 - f. A signed EEO Policy Statement Agreement (See Required Forms).

NOTE: Purchase orders must be sent with copies of both sides of cancelled checks.

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4. **Monthly Reports** - The contractor must submit monthly MWBE payment reports supplemented with proof of payment to the MBO. Blank monthly report forms are available at www.efc.ny.gov/mwbe or from the MBO. Monthly reports should be submitted to the MBO within 3 business days after the end of each month being reported.

As part of the Monthly Report, the contractor must provide documentation to the MBO that subcontractors have been paid within 30 days of receipt of payment from the Recipient.

The final monthly payment report must reflect all Utilization Plan revisions or amendments.

5. **Other Service Provider Responsibilities:**

- a. Continue good faith efforts to seek opportunities for MBE and WBE participation even if proposed goals have been achieved. In addition, any revisions to an MWBE Utilization Plan must be documented in the next monthly report to the MBO for approval.
- b. Provide written notification to the MBO and EFC of any termination of an MBE or WBE subcontractor. This should be reported as part of the revised MWBE Utilization Plan.
- c. The EEO poster shall be displayed at the project site in a visible location. The EEO poster is at <http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster/matrix.htm>
- d. Provide timely and complete responses to inquiries from either the MBO or EFC staff as requested.
- e. Make all MWBE & EEO documents and records available upon request to EFC staff, the MBO, or their authorized representatives.
- f. Manage the project in a manner that creates meaningful opportunities for participation by MBEs and WBEs.
- g. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination on the basis of race, color, national origin (including limited English provision), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.

Additional guidance and requirements pertaining to the preparation and submission of the MWBE Utilization Plans can be found in the Exhibit 1: Required Terms for Project Contracts and Subcontracts.

NOTE: Failure by the contractor to receive acceptance of the MWBE Utilization Plan by the Recipient or EFC may result in withholding of progress payments. Such withholding of progress payments shall not relieve the contractor of any contract requirements including the completion of the project within the specified contract time.

E. SUBCONTRACTOR'S MWBE RESPONSIBILITIES

Subcontractors are those individuals or business enterprises that contract directly with contractors. Subcontractors should:

1. Maintain their MWBE certifications, and notify the contractor and MBO of any change in their certification status.

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2. Respond promptly to solicitation requests by completing and submitting bid information in a timely manner.
3. Maintain business records that should include, but not be limited to, contracts/agreements, records of receipts, correspondence, purchase orders, and canceled checks.
4. Complete and submit the EPA Form 6100-3 "DBE Subcontractor Performance Form" to the contractor prior to submission of the bid. Provide a receipt of EPA Form 6100-2 "DBE Subcontractor Participation Form" to the contractor prior to award of contract.
5. Ensure that a required EEO Policy Statement is included in each subcontract. Additionally, signed versions of each subcontract should be sent to the MBO within 30 days of execution.
6. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination on the basis of race, color, national origin (including limited English provision), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.
7. Notify the MBO and EFC when contract problems arise, such as non-payment for services or when the subcontractor is not employed as described in the MWBE Utilization Plan.
8. Perform the subcontracted scope of work in a professional and timely manner.

F. WAIVER REQUESTS

1. Each contractor is required to create meaningful opportunities for certified MWBE participation and to offer the MWBE certified firms a fair share of their work. After making good faith efforts to create meaningful opportunities, a contractor may find that it is not possible to meet the MWBE goals. In that case, the contractor shall request for an MWBE waiver.
2. Even if an MWBE waiver is granted, EEO information must still be submitted. The EEO information is submitted as part of the Monthly Report.
3. **Preparation:** The contractor shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the MBO along with adequate good faith effort documentation.
4. **Waiver Review:** The MBO and EFC will review each waiver request based on the good faith effort criteria presented above and the documentation submitted with the waiver request. EFC will not issue any automatic waivers from MWBE responsibilities. A full or partial waiver from the MWBE goals can be requested.
5. **Specialty Equipment/Service Waiver:** A specialty equipment/service waiver may be granted in cases where:
 - a. equipment is made by only one manufacturer,
 - b. the contract specifications call for equipment that is not available through an MWBE supplier;
 - c. the equipment is constructed on site by specially trained non-MWBE labor;
 - d. the service is not available through an MWBE (such as work done by National Grid);
 - e. the service is proprietary in nature (such as use of certain computer software necessary for control systems); or
 - f. the service cannot be subcontracted (such as litigation services).

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If the contract includes specialty equipment or services, and documentation is submitted demonstrating that there are no MBE/WBE firms capable of completing this portion of the contract, the specialty amount of the contract may be deducted from the total contract amount and the goals would be applied to the MWBE Eligible Amount. This determination is made at the discretion of the MBO and EFC.

Example:

\$200,000	-	\$50,000	=	\$150,000
(Contract)		(Specialty equipment/service)		(MWBE Eligible Amount)

The MWBE goal is applied to the remaining balance.

A request for this specialty equipment/service deduction can be completed by filling out section two of the MWBE Utilization Plan and submitting it to the MBO. The request must include a copy of the page from the contract where the equipment/service is described and the cost of each item. Additional documentation may be requested by the MBO or EFC.

G. PROTESTS/COMPLAINTS

Subcontractors or contractors who have any concerns, issues, or complaints regarding the implementation of the SRF MWBE/EEO Program, or wish to protest should do so in writing to the project MBO and EFC. The MBO, in consultation with EFC, will review the circumstances described in the submission, investigate to develop additional information, if warranted, and determine whether action is required. If the subcontractor believes the issue has not been resolved to their satisfaction, they may appeal in writing to EFC for consideration.

H. WASTE, FRAUD AND ABUSE

Subcontractors, contractors, service providers, or Recipients who know of or suspect any instances of waste, fraud, or abuse within the MWBE & EEO Program should notify the project MBO and EFC immediately. Additionally, suspected fraud activity should be reported to the USEPA – Office of Inspector General Hotline at (888) 546-8740 or the New York State Office of Inspector General at (800) 367-4448.

I. REMEDIES

If a Recipient makes a determination that a contractor has been non-responsive, is non-responsible, or is in breach as a result of a failure to comply with the requirements of Article 15-A and the Regulations, Recipient may withhold funds under the contract or take such other actions, impose liquidated damages or commence enforcement proceedings.

If a contractor or subcontractor fails to submit to Recipient an EEO policy statement within the required timeframe, Recipient may declare the contract to be null and void.

A failure to submit and/or adhere to an EEO policy statement and an MWBE Utilization Plan, and any other required reports, shall constitute a material breach of the terms of the contract between contractor and Recipient, and justify a finding of contractor non-responsiveness.

Liquidated or Other Damages - If it has been determined by the Recipient or EFC that the contractor is not in compliance with the requirements herein or refuses to comply with such requirements, or if contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, in accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference

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between:

1. All sums identified for payment to MWBEs had the contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under this contract.

In the event a determination has been made by the Recipient or EFC which requires the payment of liquidated damages and such identified sums have not been withheld, contractor shall pay such liquidated damages to Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, contractor has filed a complaint with ESD pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director of ESD renders a decision in favor of Recipient.

J. RESTRICTIONS ON LOBBYING

Each contractor and subcontractor which has a contract with Recipient exceeding \$100,000 shall provide to the Recipient an executed certification on the form provided, that it will not expend appropriated federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress or any employee of any Member of Congress in accordance with the provisions of 40 CFR Part 34, and to maintain such certification for their own records.

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PART 3:

REQUIRED FORMS

FOR NON-CONSTRUCTION CONTRACTS

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All MWBE & EEO required forms can be found on the EFC website (www.efc.ny.gov/mwbe)

The following (Attached) SRF forms are required for the bidding process:

1. EPA Form 6100-2 "DBE Subcontractor Participation Form"
This form is to be distributed to all MWBE subcontractors and proof of distribution should be submitted to the MBO.
2. EPA Form 6100-3 "DBE Subcontractor Performance Form"
This form should be completed by each MWBE subcontracted contacted during the bid preparation process for non-construction contracts, maintained in the contractor's files, and submitted to the MBO with the bid.
3. EPA Form 6100-4 "DBE Subcontractor Utilization Form"
This form should be completed by the Service Provider as an estimate of which MWBE subcontractors will be used on the project, maintained in the contractor's files, and submitted to the MBO with the bid.
4. EEO Policy Statement
To be completed by all Service Providers and submitted to the MBO with the bid. This form may be included in the contract.
5. Lobbying Certification
To be completed by all Service Providers and subcontractors (over \$100,000) and submitted to the Recipient with the bid.

The following (Non-Attached) SRF forms are required subsequent to the bid award:

1. MWBE Utilization Plan and/or Waiver Request
These forms are completed by the Service Provider and submitted to the MBO *no later than date of execution of the contract*.
2. EEO Staffing Plan
This form is completed by the Service Provider and submitted with the Utilization Plan to the MBO. It summarizes the character of the work force related to the contract, including subcontracted staff.
3. EEO Workforce Utilization Report
This form is completed by the Service Provider and submitted on a Quarterly basis to the MBO. It summarizes the character of the actual work force related to the contract, including subcontracted staff.
4. MWBE Monthly Report Form
To be completed by the Service Provider and submitted to the MBO.

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OMB Control No: 2090-0030
Approved: 05/01/2008



Environmental
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EPA Form 6100-2

Disadvantaged Business Enterprise Program DBE Subcontractor Participation Form

NAME OF SUBCONTRACTOR	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR

Subcontractor Signature _____ Title/Date _____

'Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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Disadvantaged Business Enterprise Program DBE Subcontractor Participation Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

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EPA Form 6100-3

Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR:		PROJECT NAME
ADDRESS		BID/PROPOSAL NO.
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
Currently certified as an MBE or WBE under EPA's DBE Program? <input type="checkbox"/> Yes <input type="checkbox"/> No Signature of Prime Contractor _____ Date _____ Signature of Subcontractor _____ Date _____ Name _____ Title _____ Print _____		

Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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Approved: 05/01/2008



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Protection Agency

Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.

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EPA Form 6100-4
**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors ¹ will be used on this project:			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATE D DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

<p style="border-top: 1px solid black; margin-top: 10px;">Signature of Prime Contractor</p>	<p style="border-top: 1px solid black; margin-top: 10px;">Date</p>
<p style="border-top: 1px solid black; margin-top: 10px;">Print Name</p>	<p style="border-top: 1px solid black; margin-top: 10px;">Title</p>

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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Approved: 05/01/2008



Environmental
Protection Agency

Disadvantaged Business Enterprise Program DBE Subcontractor Utilization Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

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AGREEMENT TO ABIDE BY EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT REQUIREMENTS NEW YORK STATE REVOLVING FUND (SRF)

I, _____, am the authorized representative of _____.
Name of Representative Name of Contractor/Service Provider
I hereby certify that _____ will abide by the equal employment
Name of Contractor/Service Provider
opportunity (EEO) policy statement provisions outlined below.

- (i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) An agreement to 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.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

Blank EEO Policy Statements are available at www.efc.ny.gov/mwbe, if needed.

If contractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth above in clauses (i), (ii), (iii) and (iv) and within the timeframe required thereof, Recipient may declare this contract to be null and void.

X

Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO

ATTACHMENT B

ATTACHMENT B

**CERTIFICATION
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR 34**

SRF Project No.: _____

The undersigned each certify, to the best of his or her knowledge and belief, that:

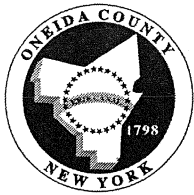
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (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 sub-contracts, sub-grants, and contracts under grant, 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.

By: _____
Name:
Title:
Date: _____

Contract ID: _____

ATTACHMENT B



**ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

December 5, 2013

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

FN 20 13-439

**PUBLIC WORKS
WAYS & MEANS**

Re: Work Order 33
WPCP Upgrades, Preliminary Design
Capital Project HG-482 CRWSF Project Number C6-6070-08-06
GHD Consulting Services, Inc.



Dear County Executive Picente:

On March 29, 2013 the Master Agreement to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant between Oneida County and Shumaker Consulting Engineering and Land Surveying, PC was assigned to GHD Consulting Services, Inc. The Master Agreement calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

GHD has submitted for consideration Work Order 33 which would cover the preliminary design of the expansion and upgrades for the Oneida County Water Pollution Control Plant. Department staff has reviewed Work Order #33 and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$1,341,000. Funding for this work order is provided by bonds through the NYS Environmental Facilities Corporation and tracked by capital project HG-482.

I would appreciate consideration of this work order by you and the Board of Legislators so that could be placed on the agenda of the December 26th Board meeting.

I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely,

**THE ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.
Commissioner

Cc: Karl E. Schrantz, P.E. – O'Brien & Gere Engineering, Inc.
John J. LaGorga, P.E. – GHD Consulting Services, Inc.

Attachments: Six (6) copies of Work Order 33
Contract Summary Sheet

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

Anthony J. Picente, Jr.
County Executive

Date 12/9/13

Oneida Co. Department: WQ&WPC

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Oneida County Sewer District

Title of Activity or Service: Work Order #33
GHD Consulting Services, Inc.
Water Pollution Control Plant Upgrades
Preliminary Design

Proposed Dates of Operation: This work is planned to start in 2014

Client Population/Number to be Served: Oneida County Sewer District/
approximately 110,000 people.

Summary Statements

1) Narrative Description of Proposed Services: This work order covers the preliminary design of the expansion and upgrades to the Oneida County Water Pollution Control Plant as required by plans submitted under NYSDEC Consent Order #R620060823-67.

2) Program/Service Objectives and Outcomes: Develop the preliminary design of expansion and upgrades to the Water Pollution Control Plant to satisfy the requirements of the consent order.

3) Program Design and Staffing: GHD Consulting Services, Inc. and its engineering team will provide the services with over site from WQ&WPC

Total Funding Requested: \$1,341,000 **Account #:** HG482

Oneida County Dept. Funding Recommendation: Funding for this work order will be provided by bonds from NYS Environmental Facilities Corporation tracked with capital projects HG482.

Proposed Funding Sources (Federal \$/ State \$/County \$): New York State Environmental Facilities Corporation bonds.

Cost Per Client Served: \$12.19

Past Performance Data: N/A

O.C. Department Staff Comments: Work on this needs to start now to meet NYSDEC consent order deadlines.



December 5, 2013

Mr. Steven Devan, P.E.
Oneida County Department of Water Quality
& Water Pollution Control
51 Leland Avenue
Utica, NY 13502

Re: SPDES Permit Compliance and CSO/SSO Abatement Project
**Work Order 24 – Amendment 1– WPCP Solids Handling Upgrades,
Final Design**
AND
Work Order 33 – WPCP Upgrade and Expansion - Preliminary Design
CWSRF No. C6-6070-08-06 (future)

Dear Mr. Devan:

Enclosed for your review and consideration please find our proposed Work Order 24 Amendment 1– WPCP Solids Handling Upgrades, Final Design, and Work Order 33 – WPCP Upgrade and Expansion - Preliminary Design. These work elements are part of the planned upgrades to the Water Pollution Control Plant (WPCP) necessary to comply with regulatory and Consent Order requirements. Upgrades to the solids handling system at the WPCP are on a tight schedule due to amended regulations which require that upgrades to this part of the system be constructed and on-line by March 2016. To meet this deadline, it is important to continue the engineering process as soon as possible.

Funding for the overall improvements to the WPCP will be financed through the Clean Water State Revolving Fund which is administered by the New York State Environmental Facilities Corporation (NYSEFC). An engineering report has been submitted to NYSEFC and we are in the process of submitting our W/MBE Utilization Plan.

Because the process for closing on the financing package is time consuming and likely won't occur until early 2014, we discussed with you the option of temporarily borrowing the costs for preliminary design services from your existing fund balance, with those funds being replaced upon closing of the NYSEFC financing. If sufficient funds are available within your fund balance, a board resolution authorizing the inter-fund borrowing will be the required documentation by NYSEFC to reimburse your fund balance account.

Mr. Steve Devan, P.E.

March 29, 2013

Page 2

Our engineering team is prepared to begin work upon authorization from the County. In the meantime, please contact us if you have any questions or need additional information.

Very truly yours,

GHD CONSULTING SERVICES INC

A handwritten signature in black ink, appearing to read "John J. LaGorga". The signature is fluid and cursive, with a large initial "J" and "L".

John J. LaGorga, P.E., BCEE
Service Group Manager

Enclosure

ecc: Karl Schrantz, OBG



WORK ORDER 33

WATER POLLUTION CONTROL PLANT UPGRADE AND EXPANSION WPCP UPGRADES – PRELIMINARY DESIGN

CWSRF Project No. C6-6070-08-06

I. PROJECT UNDERSTANDING

A detailed engineering evaluation of the Water Pollution Control Plant (WPCP) and the Sauquoit Creek Pump Station (SCPS) was submitted by Oneida County to the New York State Department of Environmental Conservation (NYSDEC) on August 27, 2012. This was done in response to the requirements of the Consent Order (No. R620060823-67) between the NYSDEC and Oneida County due to sanitary sewer overflows (SSO) at the SCPS. The evaluation expanded upon the preliminary capacity assessment of the WPCP that was performed under Work Order No. 5 in 2007. The timeline included with the evaluation identified upgrades to the solids handling facilities as an early phase/critical path element of work to be completed. The WPCP evaluation was approved by the NYSDEC in November 2012.

The purpose of this Work Order (Work Order No. 33) is to provide preliminary design services for the expansion of the following facilities at the WPCP to accept additional flows and loads resulting from SSO mitigation in the SCPS basin, as well as ongoing combined sewer overflow (CSO) mitigation in the City of Utica:

- New sanitary screen facility and pump station.
- Two (2) new grit removal facilities:
 - One (1) new grit removal facility dedicated for flows conveyed by the portion of the Oneida County Sewer District (District) serviced by combined sewers
 - One (1) new grit removal facility dedicated for flows conveyed by the portion of the District serviced by sanitary sewers
- Two (2) new primary clarifier systems:
 - One (1) bank of primary clarifiers dedicated for flows conveyed by the portion of the District serviced by combined sewers
 - One (1) bank of primary clarifiers dedicated for flows conveyed by the portion of the District serviced by sanitary sewers
- New high-rate disinfection facilities for wet weather combined sewer flows

This Work Order will also develop the preliminary design for other WPCP improvements which are necessary to maintain the integrity of existing facilities and process equipment, but not to improve the capacity for SSO and CSO mitigation. These improvements include:

- “Physical condition” upgrades to improve existing buildings and the WPCP site.
- Upgrades for existing equipment and processes which are nearing the end of their useful service life but do not require an increase in capacity for CSO and SSO mitigation (i.e. existing raw waste pump station, existing aeration basins and blowers, existing final settling tanks, and existing disinfection facilities).
- Upgrades to the existing electrical infrastructure.
- Hydraulic improvements (piping, flow distribution structures, weir adjustments, etc.)

II. SCOPE OF SERVICES

A. Facilitate a project kickoff meeting to review:

1. Project vision and critical success factors.
2. Project organization.
3. Project scope and schedule.
4. Design considerations.
5. Data needs.

Task Leader: GHD, Brown and Caldwell, O'Brien and Gere

B. Obtain and review record drawings of the WPCP.

Task Leader: GHD, Brown and Caldwell, O'Brien and Gere

C. Obtain and review recent plant operating data measured and recorded by the WPCP.

Task Leader: GHD, Brown and Caldwell, O'Brien and Gere

D. Prepare a proposed wastewater flow schematic based on the recommendations in the August 2012 evaluation.

Task Leader: GHD, Brown and Caldwell, O'Brien and Gere

E. Summarize current SPDES requirements and future regulations applicable to the WPCP upgrades.

F. Prepare a preliminary design including preliminary level drawings for the proposed sanitary screen facility and pump station. The preliminary design of the sanitary screen facility and pump station will include:

1. Confirm screen type, quantity, bar spacing, and layout.
2. Confirm pump sizes, quantity, types, and general operating characteristics.
3. Prepare a preliminary mechanical/process layout for the new screens and pumps. It is assumed the new screens and pumps will be installed in a common building, with separate screening and pumping areas. Preliminary civil and mechanical drawings will be limited to site plans and floor plans. Preliminary drawings will show the general configuration of the proposed facilities and major equipment items. Sections through the proposed facilities will not be included.
4. Review the electrical requirements associated with the new pump station. Develop an electrical one-line diagram for providing power to the new building and equipment. Prepare a preliminary electrical floor plan.
5. Prepare preliminary architectural, structural, and HVAC floor plans of the new facility.
6. Prepare a sequence of operations/controls. Develop a list of required instrumentation equipment and develop preliminary supervisory control and data (SCADA) architecture. No instrumentation drawings will be included in the preliminary design.

Task Leader: GHD

- G. Prepare a preliminary design including preliminary level drawings for the proposed grit removal facilities. The preliminary design of the grit removal facilities will include:
1. Confirm the size and quantity of grit tanks for both the combined and sanitary flow units. Based on the August 2012 Evaluation, the grit removal tanks will be the vortex type.
 2. Determine the quantity, type, size, and preliminary layout of grit pumping and grit separation/washing equipment. Prepare a preliminary building layout and mechanical/process layout for new grit tanks and grit pumping/separation/washing facilities. To the extent possible, the existing grit handling building will be re-purposed for the new grit removal tanks. This scope assumes the grit collected from the “combined side” and “sanitary side” vortex tanks can be treated in common facilities. Preliminary civil and mechanical drawings will be limited to site plans and floor plans. Preliminary drawings will show the general configuration of the proposed facilities and major equipment items. Sections through the proposed facilities will not be included.
 3. Review the electrical requirements associated with the grit equipment. Develop an electrical one-line diagram for providing power to the existing and/or new building and equipment. Prepare a preliminary electrical floor plan.
 4. Prepare preliminary architectural, structural, and HVAC floor plans of the existing grit removal building and/or the new grit removal building.
 5. Prepare a sequence of operations/controls. Develop a list of required instrumentation equipment and develop preliminary supervisory control and data (SCADA) architecture. No instrumentation drawings will be included in the preliminary design.

Task Leader: GHD

- H. Prepare a preliminary design including preliminary level drawings for the new primary clarifiers.
1. Confirm the size and quantity of primary tanks for both combined and sanitary flow. Based on the August 2012 Evaluation, the primary tanks for combined and sanitary flow will be rectangular.
 2. Determine the quantity, type, size, and preliminary layout of primary sludge and scum pumping and primary sludge grit separation equipment. Prepare a preliminary scum building and mechanical/process layout for primary tanks and scum removal system. Determine the need for primary sludge grinders. Also, determine the type of chain and flight system for the clarifier and the type of scum removal system. Preliminary civil and mechanical drawings will be limited to site plans and floor plans. Preliminary drawings will show the general configuration of the proposed facilities and major equipment items. Sections through the proposed facilities will not be included.
 3. Complete process hydraulic analysis of primary treatment system and mode of operation during dry and wet weather. Also, review the need and type of channel mixing system.
 4. Review the electrical requirements associated with the primary treatment equipment. Develop an electrical one-line diagram for providing power to the existing and/or new building and equipment. Prepare a preliminary electrical floor plan.
 5. Prepare preliminary architectural, structural, and HVAC floor plans of the existing primary scum buildings and as required for the primary treatment system.

6. Prepare a sequence of operations/controls. Develop a list of required instrumentation equipment and develop preliminary supervisory control and data (SCADA) architecture. No instrumentation drawings will be included in the preliminary design.

Task Leader: Brown and Caldwell

- I. Prepare a preliminary design including preliminary level drawings for the new high-rate disinfection facilities.
 1. Confirm the size and quantity of high rate disinfection tanks that will be used to treat combined sanitary flow.
 2. Determine the quantity, type, size, and preliminary layout of a hypochlorite injection system and dechlorination system. Also, determine the type of flushing and dewatering system. Prepare a preliminary chemical building layout. To the extent possible, the existing chemical building will be reused for the new high rate disinfection chemical equipment. Preliminary civil and mechanical drawings will be limited to site plans and floor plans. Preliminary drawings will show the general configuration of the proposed facilities and major equipment items. Sections through the proposed facilities will not be included.
 3. Complete process hydraulic analysis of the high rate disinfection system and mode of operation during wet weather.
 4. Complete a high rate disinfection pilot test to confirm required dosing and chemical use.
 5. Review the electrical requirements associated with the high rate disinfection equipment. Develop an electrical one-line diagram for providing power to the existing and/or new building and equipment. Prepare a preliminary electrical floor plan.
 6. Prepare preliminary architectural, structural, and HVAC floor plans of the existing chemical building and/or new chemical building. To the extent possible, existing chemical storage and feed facilities will be reused. Consideration will be given to replacing the existing chemical storage tanks.
 7. Prepare a sequence of operations/controls. Develop a list of required instrumentation equipment and develop preliminary supervisory control and data (SCADA) architecture. No instrumentation drawings will be included in the preliminary design.

Task Leader: Brown and Caldwell

- J. Prepare a preliminary design for hydraulic improvements to the WPCP.
 1. Complete hydraulics and determine required yard piping modifications to increase flow and better balance flow to the WWTP aeration system.
 2. Complete hydraulics and determine the required layout of yard piping, valving, controls, and flow metering for flow entering the WWTP from the SCPS.
 3. Complete the preliminary design and control scheme for the primary treatment system influent and effluent flow splitter box (as part of the “split flow” controls). Preliminary drawings will be limited to a site plan and plan view of the proposed flow splitter box.

Task Leader: Brown and Caldwell

- K.** Prepare a preliminary design for electrical infrastructure upgrades to the WPCP.
1. Prepare preliminary electrical drawings to include one-line diagrams and electrical site plans for:
 - a) Replacement of the existing substation
 - b) Installation of a new emergency generator
 - c) Power distribution from the new substation to existing and proposed buildings and process tanks
 2. The basis for electrical infrastructure upgrades at the WPCP site will be as described in “Appendix E” of the 2012 Evaluation.
 3. This Scope Item does not include upgrading electrical equipment within existing buildings or electrical work on the interior of proposed facilities.

Task Leader: GHD (with M/WBE participation from Lynstaar Engineering)

- L.** Prepare a preliminary design for “physical condition” upgrades to the WPCP. The preliminary design will include preliminary architectural, structural, and HVAC floor plans. A preliminary site plan will also be provided. Electrical drawings will be limited to one-line diagrams and electrical site plans. The physical condition upgrades will be based on the recommendations from the “WPCP Physical Condition Assessment,” drafted by the Engineering Team in 2010. These upgrades generally include:

1. Existing Bar Screens/Raw Waste Pump Station:
 - a) Reroofing
 - b) Improvements to existing masonry
 - c) Window and door replacement
 - d) Plumbing upgrades
 - e) Electrical upgrades interior to the building per “Appendix E” of the 2012 Evaluation
2. Existing Grit Building
 - a) Reroofing
 - b) Improvements to existing masonry
 - c) Window and door replacement
 - d) Plumbing upgrades
 - e) Wall and slab crack repairs
 - f) Concrete recoating
 - g) HVAC upgrades
 - h) Electrical upgrades interior to the building per “Appendix E” of the 2012 Evaluation
3. Existing Aeration Basins and Blower Building/Sludge Pump Station
 - a) Reroofing
 - b) Improvements to existing masonry
 - c) Window and door replacement
 - d) Plumbing upgrades
 - e) Structural repairs to existing aeration basins
 - f) Control room HVAC upgrades
 - g) Electrical upgrades interior to the Blower Building/Sludge Pump Station per “Appendix E” of the 2012 Evaluation
4. Existing Final Settling Tanks
 - a) Railing repair/replacement

- b) Expansion joint repair
- c) Recoating of tank walls
- d) Tank structural repairs
- 5. Existing Disinfection Building and Chlorine Contact Tank
 - a) Reroofing
 - b) Interior finish repairs, including chemical resistant finish
 - c) Recoating of chlorine contact tank walls
- 6. Existing Thickeners and Thickened Sludge Pump Station
 - a) Reroofing
 - b) Window and door replacement
 - c) Improvements to existing masonry
 - d) Repair cracks in existing thickener tanks
 - e) Recoat existing thickener tanks
 - f) HVAC upgrades
 - g) Electrical upgrades interior to the building per “Appendix E” of the 2012 Evaluation
- 7. Existing Administration/Sludge Processing Building
 - a) Reroofing
 - b) Window and door replacement
 - c) Improvements to existing masonry
 - d) Plumbing improvements
 - e) Lunch room improvements
 - f) Laboratory improvements
 - g) Office renovations
 - h) HVAC upgrades
 - i) Electrical upgrades interior to the building per “Appendix E” of the 2012 Evaluation
- 8. Existing Maintenance Garage
 - a) Reroofing
 - b) Improvements to existing masonry
 - c) Window and door replacement
 - d) Plumbing improvements
- 9. Existing Raw Waste Distribution Chamber
 - a) Repair top concrete surface
 - b) Repair exterior of exterior concrete walls
 - c) Replace existing concrete stair with aluminum stair
- 10. Existing Primary Settling Tanks No. 1 - 4
 - a) Repair wall and slab joints at Tank No. 1
 - b) Reanchor railings
 - c) Replace existing concrete stair with aluminum stair
 - d) Repair exterior and interior of exterior concrete walls
- 11. Existing Aeration Tanks No. 1 and 2
 - a) Repair expansion joints
 - b) Repair exterior and interior of exterior concrete walls
 - c) Repair concrete spalling and cracking
- 12. Other “Physical Condition” Improvements
 - a) Re-pave entire site
 - b) New plant entrance(s)
 - c) Site lighting improvements

Task Leader: O'Brien and Gere (with M/WBE participation from Lynstaar Engineering)

- M.** Prepare a preliminary design for improvements to existing processes at the WPCP that are not affected by the proposed “split flow” upgrades. Improvements to existing processes are limited to existing equipment that are not being upgraded to accommodate additional flows from CSO and SSO mitigation work (i.e. existing equipment not affected by Scope of Services items “F” through “L” described above). These improvements will modify and/or replace equipment that is nearing or has exceeded the end of its useful service life and that does not require an increase in capacity. Preliminary civil and mechanical drawings for task “M” will be limited to site plans and floor plans. Preliminary drawings will show the general configuration of the proposed facilities and major equipment items. Sections through the proposed facilities will not be included. Improvements to existing equipment and preliminary design efforts include the following:
1. Replacement of the three existing raw waste screens
 - a) Confirm replacement screen type, bar spacing, and layout.
 - b) Confirm screenings washer/compactor type, quantity, capacity, and layout.
 - c) Review the electrical requirements associated with the new screens and screenings washer/compactors. Develop an electrical one-line diagram for providing power to the new equipment.
 - d) Prepare a control description and a list of required instrumentation. Desired remote monitoring and alarming features to be integrated with the new plant SCADA system will be documented.
 2. Modification or replacement of existing raw waste pumps
 - a) Confirm if a change in pumping capacity is necessary to existing pumps 1, 2 and 4 (i.e. change in impeller size, etc.) to accommodate current and future flows.
 - b) Replace existing pump 3 and associated suction isolation valve.
 - c) Confirm if replacement of all other existing 30” pump isolation and check valves is desired.
 - d) Prepare a control description, a list of required instrumentation and description of modifications required to existing pumps power supply and controls. Desired remote monitoring and alarming features to be integrated with the new plant SCADA system will be documented.
 3. Replacement of existing sluice gates at the Raw Waste Pump Station
 - a) Confirm scope of replacement (i.e. all or some of the existing hydraulically operated sluice gates and manually operated slide gates, only replace operators or complete gate assemblies, etc.).
 - b) Confirm replace in-kind or other materials and/or features desired.
 4. New aeration blowers
 - a) Confirm current and future aeration air flow requirements.
 - b) Confirm replacement blower type, quantity, capacity, layout and general operating characteristics.
 - c) Review electrical requirements associated with the new blowers. Develop an electrical one-line diagram for providing power to the new equipment.
 - d) Review operator and maintenance friendly aeration control methods/strategies for optimizing treatment while minimizing energy consumption.
 - e) Prepare a control description, a list of required instrumentation and description of modifications required to existing power supply and controls. Desired

- remote monitoring and alarming features to be integrated with the new plant SCADA system will be documented.
5. New aeration diffusers
 - a) Confirm replacement diffuser type, operating air flow range, pressure loss characteristics, projected operating life duration, quantity and layout.
 6. Reconfiguration of the effluent water system
 - a) Confirm locations throughout the plant where effluent water is currently being used and other locations where it can be used. Prepare effluent water schematic indicating effluent water requirements (flow and pressure) for use locations.
 - b) Size new packaged effluent water system (pumps, auto strainer, diaphragm tank(s) and controls) suitable for replacing the existing effluent water pumps and auto strainer and meeting projected effluent water demands.
 - c) Confirm tie-in location for utilizing chlorinated effluent.
 - d) Confirm extent of existing potable water piping that can be modified for re-use to convey chlorinated plant effluent, existing plant effluent piping that can continue to be used and new piping required to complete the new effluent water distribution system.
 - e) Review electrical requirements associated with the new effluent water system. Develop an electrical one-line diagram for providing power to the new equipment.
 - f) Prepare a control description, a list of required instrumentation and description of modifications required to existing power supply and controls. Desired remote monitoring and alarming features to be integrated with the new plant SCADA system will be documented.
 7. Replacement of gates in the final settling tanks
 - a) Confirm scope of replacement (i.e. all or some of the existing sluice gates and slide gates, only replace operators or complete gate assemblies, etc.).
 - b) Confirm replace in-kind or other materials and/or features desired.
 8. Replacement of final settling tank mechanisms and drives
 - a) Confirm scope of replacement (i.e. all or some of the existing mechanical components, assemblies, effluent weirs, effluent troughs, and drives).
 - b) Confirm replace in-kind (plastic chains and flights) or other materials and/or features desired.
 9. Replacement of return and mixed sludge wells 5 through 8 gate valves
 - a) Confirm scope of replacement (i.e. all or some of the existing gates, only replace operators or complete gate assemblies, etc.).
 - b) Confirm replace with stainless steel gates and whether or not additional features desired.

Task Leader: O'Brien and Gere

- N. Prepare a Preliminary Design Report to summarize scope items "F" through "M" listed above. The report will include the preliminary drawings (site plans, floor plans, and electrical one-line drawings), along with a basis of design summary for each major process or area being upgraded. As a minimum, the basis of design summary will include:
1. Quantity, size, and capacity of major process units
 2. General operational characteristics of WPCP process units
 3. Projected flows and loads for each unit process
 4. Recommended manufacturer(s) of proposed equipment

5. Preliminary Engineer’s Opinion of Probable Project Cost

The Preliminary Design Report, including input received from the County during the preparation of the Report, will be used as the basis for the subsequent final design of upgrades at the WPCP.

Task Leader: GHD, Brown and Caldwell, and O’Brien and Gere

- O. Submit the Preliminary Design Report listed in item “N” above to the NYSDEC for review. Respond to NYSDEC comments to obtain approval.

Task Leader: GHD, Brown and Caldwell, and O’Brien and Gere

P. Peer Review

- 1. The Engineering Team recognizes the importance of an independent peer review to the overall quality management of the project. The three firms providing the preliminary design for WPCP process improvements (GHD, O’Brien and Gere, and Brown and Caldwell) will each review work provided by firms other than their own. Senior design personnel from all three firms will review work of the other firms. The personnel utilized for the peer review will not be involved in the day-to-day design or management of the project, to provide an independent “fresh look” at the plans and specifications. Comments from the peer review will be shared with Oneida County and incorporated into the final design as applicable. The peer review will be performed at the end of this preliminary design, when the overall WPCP expansion is at the 30% design stage (approximate).

Q. Project Management

This task allows for the routine management, administration, and coordination of the work efforts for the preliminary design activities. Included in this task is the appropriate coordination with Oneida County and engineering team members, management of the project, monitoring of budget and schedule, cost control, and administrative assistance to the Commissioner on an as needed basis. Karl Schrantz, P.E. from O’Brien and Gere Inc will be the Project Manager and will be responsible for project administration. John LaGorga, P.E will be Project Manager from GHD Consulting Services Inc. and will be responsible for overall technical/engineering coordination.

III. SCHEDULE

Our team will complete the work outlined above within twelve (12) months from the date of County signature. The following general schedule is anticipated:

Task	Anticipated Completion
A through N	Within 11 month from date of County signature
O	Within 12 months from date of County Signature

IV. COMPENSATION

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services outlined in Section II is estimated to be \$1,341,000.00 as indicated in Table 1.
- B. Payments for the work will be due monthly on the basis of statements submitted by GHD Consulting Services Inc. for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

V. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order No. 24 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

VI. NEW YORK CLEAN WATER STATE REVOLVING FUND CONTRACTING REQUIREMENTS

GHD Consulting Services Inc. will comply with the applicable provisions of “Required Terms for Project Contracts and Subcontracts” as defined in the NY State Revolving Fund Bid Packet for Non-construction Contracts and Service Providers (effective date October 1, 2012), as prepared by the New York State Environmental Facilities Corporation. Refer to Attachment B.

This work order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

Consultant

Client

GHD CONSULTING SERVICES INC.

COUNTY OF ONEIDA

By: Howard B. LaFever, P.E.

By: Anthony J. Picente, Jr.

Title: Principal

Title: County Executive

Signature: *Howard B. LaFever*

Signature: _____

Date: December 5, 2013

Date: _____

12/5/13

**ATTACHMENT A
RATE SCHEDULE**

1.0 O'BRIEN & GERE ENGINEERS, INC.

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Project Officer	\$229.00
Project Manager 2	\$198.00
Project Manager 1	\$173.00
Construction Project Manager 2	\$178.00
Construction Project Manager 1	\$159.00
Architect/Engineer/Scientist 3	\$142.00
Architect/Engineer/Scientist 2	\$112.00
Architect/Engineer/Scientist 1	\$94.00
Engineering Technician 3	\$100.00
Engineering Technician 2	\$82.00
Engineering Technician 1	\$70.00
Plant Operations Manager 1	\$142.00
Plant Operator 3	\$87.00
Plant Operator 2	\$74.00
Plant Operator 1	\$62.00
Const Mgt Prof/Estimator 3	\$126.00
Const Mgt Prof/Estimator 2	\$101.00
Const Mgt Prof/Estimator 1	\$87.00
Intern	\$40.00
Administrative Assistant	\$75.00

1.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

**ATTACHMENT A
RATE SCHEDULE**

1.0 LYNSTAAR ENGINEERING, PC.

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Project Manager	\$194.00
Senior Project Engineer	\$126.00
Project Engineer	\$84.00
Senior Technician/CADD	\$77.00

1.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Note used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

**ATTACHMENT A
RATE SCHEDULE**

1.0 GHD CONSULTING SERVICES, INC.

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Vice President/Technical Advisor	\$232.00
Associate	\$180.00
Senior Project Manager	\$162.00
Senior Engineer	\$155.00
Project Manager	\$146.00
Project Engineer	\$118.00
Engineer or Scientist	\$103.00
Architect	\$112.00
Managing Designer	\$141.00
Senior Designer	\$112.00
Designer	\$101.00
Senior Drafter	\$82.00
Drafter	\$71.00
Technician	\$67.00
Construction Project Representative	\$90.00
Field Technician	\$57.00
Secretarial/Word Processing	\$72.00

1.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Project Consumables charge including long distance telephone, facsimile, IT support and CADD, and cell phone charges at \$4.00/hour applied to all billable hours;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

**ATTACHMENT A
RATE SCHEDULE**

1.0 BROWN AND CALDWELL ASSOCIATES

1.1 Hourly Rates

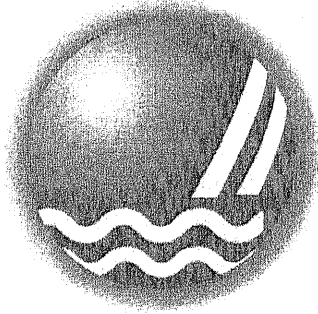
CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Vice President/Technical Advisor	\$214.00
Associate/Managing Engineer	\$192.00
Supervising Engineer	\$172.00
Principal Engineer	\$159.00
Managing Designer	\$150.00
Senior Engineer/Scientist	\$130.00
Project Engineer	\$120.00
Engineer/Scientist III	\$108.00
Engineer/Scientist II	\$98.00
Engineer/Scientist I	\$91.00
Designer	\$105.00
Senior Drafter	\$98.00
Drafter	\$76.00
Secretarial/Office Support	\$68.00

1.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not used;
- 1.2.5 Associated Project Cost (APC) at \$8.70/ hour applied to all billable hours to recover CONSULTANT's costs related to network infrastructure and IS support including CADD usage, local and long distance telephone charges, cell phone costs and postage and freight charges.
- 1.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.10 The actual cost of premiums paid on overtime worked.



NY State Revolving Fund
MWBE / EEO
Bid Packet for

Non-Construction Contracts

Effective October 1, 2013

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
(800) 882 9721
P: (518) 402-7396 F: (518) 402-7456
www.efc.ny.gov

ATTACHMENT B

GUIDANCE FOR NON-CONSTRUCTION CONTRACTS

NEW YORK CLEAN WATER and DRINKING WATER STATE REVOLVING FUNDS

Administered by the New York State Environmental Facilities Corporation (EFC)

Contents of Bid Packet

- **PART 1: REQUIRED TERMS FOR PROJECT CONTRACTS AND SUBCONTRACTS**

The required contract language to be inserted into all non-construction contracts to satisfy Equal Employment Opportunity (EEO), Disadvantaged Business Enterprise (DBE) & Minority & Women Owned Business Enterprise (MWBE) and some other Clean/Drinking Water State Revolving Fund (SRF) Program requirements

- **PART 2: GUIDANCE MATERIALS**

- **Guidance 1: Equal Employment Opportunity and Minority & Women-Owned Business Enterprise Programs**

A description of the EEO & MWBE requirements as they relate to non-construction contracts funded in whole or in part by the New York State Revolving Funds – all contracts and subcontracts

- **PART 3: REQUIRED FORMS**

A list and summary description of forms required for the MWBE and EEO programs.

ATTACHMENT B

PART 1:

REQUIRED CONTRACT LANGUAGE

Required Terms for Project Contracts and Subcontracts

The following exhibit must be included in ALL non-construction contracts and subcontracts funded in whole or in part with SRF funds.

Check EFC's website (www.efc.ny.gov/mwbe) for updates.

Exhibit 1: EEO & MWBE Language & Goals and other program requirements

ATTACHMENT B

EXHIBIT 1

REQUIRED TERMS FOR PROJECT CONTRACTS AND SUBCONTRACTS

In accordance with the terms and conditions set forth in Section 5.1 of the Project Finance Agreement, Recipient agrees that the following language will be included in all contracts and subcontracts regarding the Project including but not limited to those relating to non-construction, engineering, architectural, legal and fiscal services, as required by federal and State laws, regulations, and executive orders applicable to this Project:

DEFINED TERMS:

The term "Bid Packets" means the New York State Revolving Fund (SRF) Bid Packet for Construction Contracts and Bid Packet for Non-Construction Contracts and Service Providers, available at www.efc.ny.gov/mwbe.

The term "contractor", as used in this contract or subcontract, means, and applies to, all prime contractors, consultants and service providers as hereinafter defined, unless specifically referred to otherwise.

The term "subcontractor", as used in this contract or subcontract, means, and applies to, any individual or business enterprise that has an agreement with a contractor.

The term "EEO policy statement" means a statement of the contractor and subcontractor setting forth at least the following:

- (i) A statement that the contractor will provide for and promote equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law, 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 and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be provided with equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.
- (iii) An agreement to 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 or harass on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

ATTACHMENT B

The term "EFC" means the New York State Environmental Facilities Corporation.

The term "EPA" means the United States Environmental Protection Agency.

The term "ESD" means the Empire State Development Corporation - Division of Minority and Women's Business Development.

The term "Recipient" means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due hereunder are being paid in whole or in part.

The term "Service Providers" means professional services, such as legal, engineering, financial advisory or other professional services, supplies, commodities, equipment, materials, and travel.

The term "State" means the State of New York.

INTERPRETATION:

This contract is subject to Article 15-A of the Executive Law (Article 15-A) and 5 NYCRR 140-145 (the Regulations) and shall be considered a State Contract as defined therein. If any of the terms herein conflict with Article 15-A or the Regulations, such law and regulations shall supersede these requirements.

REPRESENTATIONS AND ACKNOWLEDGMENTS OF CONTRACTOR & SUBCONTRACTOR:

The contractor acknowledges that funds for the payment of amounts due under this contract are being provided in whole or in part subject to the terms and conditions of a grant agreement or a project finance agreement with EFC.

The contractor represents that it has submitted an EEO policy statement, an EEO Workforce Staffing Plan for Service Provider (Non-construction) Contracts (if applicable), and an MWBE Utilization Plan (prime contractors only), **prior to the execution of this contract.**

Suspension/Debarment - The contractor is not a debarred or suspended party under 2 CFR Part 180, 2 CFR Part 1532 and 40 CFR Part 32. Further, neither the contractor nor any of its subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.

EQUAL EMPLOYMENT OPPORTUNITY (EEO), AFFIRMATIVE ACTION, MWBE AND OTHER COVENANTS:

Contractor and subcontractor shall comply with all federal and State laws, regulations, and executive orders applicable to this Project, and shall provide such documentation, including periodic reports, as may be requested from time to time and as set forth in guidance documentation available at www.efc.ny.gov/mwbe, including but not limited to the Bid Packets.

With respect to this contract, the contractor and subcontractor shall undertake or continue existing programs of affirmative action and equal employment opportunity to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, color, national origin (including limited English proficiency), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ATTACHMENT B

MWBE

MWBE Goals - The contractor agrees to pursue MWBE goals in effect at the time of execution of this contract. The MWBE goals shall be applied to the total amount being funded pursuant to the grant agreement or project finance agreement with EFC.

10/1/2012 – Present	MWBE Combined Goal*
All counties	20%

*May be any combination of MBE and/or WBE participation

Contractors shall solicit participation of MWBE contractors (including subcontractors, consultants and service providers) for SRF-funded projects in accordance with the aforementioned goals. The contractor must submit sufficient documentation to demonstrate good faith efforts to provide opportunities for MWBE participation for work related to the SRF-funded project in the event respective goals are not achieved. Guidance pertaining to documentation of good faith efforts is set forth in the Bid Packet.

The contractor agrees that for purposes of providing meaningful participation by MWBEs on the contract and achieving the goals, contractor will reference the directory of New York State Certified MWBEs found at the following internet address: ny.newnycontracts.com.

Subcontractors who in turn subcontract work shall also comply with MWBE requirements for that contract.

MWBE Utilization Plan (MWBE Utilization Plan requirements apply to contractors and are submitted prior to execution of a contract.) – Each contractor shall prepare and submit to the Recipient for approval an MWBE Utilization Plan, and any revision or amendment thereto, that provides information describing MBEs and WBEs to be utilized at various times during the performance of this contract. The MWBE Utilization Plan shall identify the contractor's proposed MBE and WBE utilization for this contract and the MWBE participation goals for this contract as established by EFC. The MBEs and WBEs identified in the MWBE Utilization Plan must be certified by, or have applied for certification from ESD.

In the event that contractor's approved MWBE Utilization Plan does not propose achievement of the MWBE participation goals for this contract, contractor shall complete a waiver request as hereinafter referenced.

Submission – Within 30 days of execution of this contract, contractor shall submit to the Recipient copies of all signed subcontracts, agreements, and/or purchase orders referred to in the MWBE Utilization Plan.

Compliance – Contractor agrees to adhere to its approved MWBE Utilization Plan for the participation of MWBEs on this contract pursuant to their respective MWBE goals.

Waivers – If contractor's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals, prior to execution of a contract, the contractor shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the Recipient. Contractor is entitled to receive a written notice of acceptance or denial within 20 days of receipt. Upon receipt of a notice of deficiency from Recipient, Contractor shall respond with written remedy to such notice within 7 days. Such response may include a request for a total or partial waiver of the aforementioned goals.

Contractor shall comply with the requirements set forth in the Bid Packets regarding waivers.

Required Reports - MWBE Monthly Report – Contractor agrees to submit a report to the Recipient by the 3rd business day following each end of month over the term of this contract documenting the progress made towards achievement of the MWBE goals of this contract.

ATTACHMENT B

EEO

EEO Workforce Staffing Plan – All Service Provider (non-construction) contractors and subcontractors shall submit an acceptable EEO Workforce Staffing Plan setting forth the anticipated work force to be utilized on such contract or, where required, information on the service provider's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Recipient. The EEO Workforce Staffing Plan is submitted prior to execution of a contract.

Required Reports - EEO Workforce Utilization Reports – Applies to Service Provider (Non-construction) Contracts and Subcontracts

During the term of this contract, the contractor and subcontractor shall update and provide notice to the Recipient of any changes to the previously submitted Staffing Plan in the form of an EEO Workforce Utilization Report. Contractor shall submit this information on a quarterly basis during the term of this contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information. In the event a Contractor and Subcontractor's workforce does not change within the Quarterly period, the Contractor shall notify the Recipient in writing.

Required Reports - EEO Workforce Utilization Reports – Applies to Non-construction Contracts and Subcontracts

During the term of this contract, the contractor and subcontractor shall submit to the Recipient EEO Workforce Utilization Reports. Contractor and subcontractor shall submit this information on a monthly basis to report the actual labor hours utilized in the performance of this contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information.

All EEO Workforce Utilization Reports submitted by the contractor and subcontractor shall reflect a separation of the workforce utilized in the performance of this contract from contractor or subcontractor's total workforce. Contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided relates to the actual workforce utilized on this contract. If contractor or subcontractor fails to separate the workforce to be utilized on this contract from the total workforce as determined by Recipient contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided is contractor or subcontractor's total workforce during the subject time frame, not limited to work specifically under this contract.

Disadvantaged Business Enterprises - The contractor and subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor and subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor and subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. Contractors and subcontractors shall comply with the requirements set forth in the Bid Packets regarding Disadvantaged Business Enterprises.

REMEDIES:

Upon a determination by the Recipient of contractor's non-responsiveness, non-responsibility or breach as a result of a failure to comply with the requirements of Article 15-A and the Regulations, Recipient may withhold funds under this contract or take such other actions, impose liquidated damages or commence enforcement proceedings as set forth herein or as otherwise allowed by law or in equity.

If contractor or subcontractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth in clauses (i), (ii), (iii) and (iv) of the definition thereof and within the timeframe required

ATTACHMENT B

therefor, Recipient may declare this contract to be null and void.

Contractor and subcontractor agree that a failure to submit and/or adhere to its EEO policy statement, EEO Workforce Staffing Plan for Service Provider (Non-construction) Contracts (if applicable), and an MWBE Utilization Plan (contractors only), and any other required periodic reports, shall constitute a material breach of the terms of this contract, entitling Recipient to any remedy provided herein, including but not limited to, a finding of contractor non-responsiveness.

Liquidated or Other Damages - If it has been determined by the Recipient or NYSEFC that the contractor is not in compliance with the requirements herein or refuses to comply with such requirements, or if contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, in accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under this contract.

In the event a determination has been made by the Recipient or EFC which requires the payment of liquidated damages and such identified sums have not been withheld, contractor shall pay such liquidated damages to Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, contractor has filed a complaint with ESD pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director of ESD renders a decision in favor of Recipient.

RESTRICTIONS ON LOBBYING:

Contractor and subcontractor executing a contract in excess of \$100,000 agree to provide to the Recipient an executed Certification For Contracts, Grants, Loans, and Cooperative Agreements 40 CFR 34, in the form attached hereto, consistent with the requirements of 40 CFR Part 34.

PART 2:

GUIDANCE MATERIALS

Equal Employment Opportunity (EEO) and Minority & Women-Owned Business Enterprise (MWBE) Programs

A description of the EEO & MWBE requirements as they relate to non-construction contracts funded in whole or in part by the New York State Revolving Funds:

Applicability:

This guidance applies to service provider (non-construction) contracts are written agreements where the SRF recipient (Recipient) commits to expend funds for services (including legal, engineering, financial advisory or other professional services, and labor); supplies; commodities; equipment; materials; and travel, or any combination thereof.

Purpose of Documents:

This guidance is designed to complement the required contract language as set forth in Part 1, by providing additional information intended to assist SRF Recipients and bidders in complying with EEO, MWBE, and other requirements of the SRF programs, including:

- New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development)
- 40 Code of Federal Regulations (CFR) Part 33 – “Participation by Disadvantaged Business Enterprises in US EPA Programs”
- Restrictions on Lobbying

Service Providers are required to engage in procurement practices that will provide opportunities for meaningful participation of minority and women-owned business enterprises (MWBE) in providing labor, travel, equipment, materials, supplies, services (including legal, financial, engineering or other professional services), or any combination of the above, and practices to encourage the employment of minorities and women in the workforce.

Failure to report on EEO participation or to meet all the requirements of MWBE & DBE regulations in a timely manner may result in withholding of disbursements of SRF funds or other remedies as cited in the SRF financing agreement. This may affect the Service Provider's payments. If this is a project with a not-for-profit entity, please contact EFC for appropriate guidance.

Reference the EFC website to ensure the most recent forms and language. (www.efc.ny.gov/mwbe)

ATTACHMENT B

Guidance 1: EEO & MWBE Programs

The New York State Environmental Facilities Corporation (EFC) implements the New York State Revolving Fund (SRF) for both Clean Water and Drinking Water projects. This guidance outlines the activities that must be performed by each contractor on an SRF funded project in order to comply with federal and New York State laws and regulations.

I. EQUAL EMPLOYMENT OPPORTUNITY

A. WORKFORCE DIVERSITY

Service Providers are required to document their efforts to meet EEO goals for the employment of minorities and women on all SRF funded projects (EEO Workforce Utilization Report). The United States Department of Labor (DOL) has established EEO goals for employment of minority and women. The goals are available on EFC's website. (www.efc.ny.gov/mwbe - Refer to *Prime Contractor* Folder)

B. EEO POLICY STATEMENT

The EEO Policy Statement is documentation of a contractor's policy of non-discrimination in accordance with federal and State laws. The EEO Policy Statement must: be submitted to Recipient's MBO as part of any bid proposal; include language as defined above (see Required Terms for Project Contracts and Subcontracts – EEO Policy Statement definition); and be signed by each potential bidder.

The EEO Policy Statement can be found in the required forms section of this document and on EFC's website at www.efc.ny.gov/mwbe (Refer to *Prime Contractor & Subcontractor* folder).

C. EEO WORKFORCE STAFFING PLAN

With the Bid or when offering services, each Service Provider shall submit to the SRF Recipient an *EEO Workforce Staffing Plan* estimating the anticipated work force to be utilized on the project. The EEO Workforce Staffing Plan shall include information on the service provider's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories.

Blank EEO Workforce Staffing Plans are found in the Required Forms section of this document and on EFC's website at www.efc.ny.gov/mwbe.

D. EEO WORKFORCE UTILIZATION REPORTS

Upon the execution of the contract and monthly thereafter, the contractor shall submit to the Recipient's MBO an *EEO Workforce Utilization Report* of the actual labor hours worked by ALL contractor AND subcontractor employees during the prior month period, on activities related to the contract, broken down by specific ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Recipient.

The *EEO Workforce Utilization Report* is part of the MWBE Monthly Payment Reports. Both the EEO Workforce Utilization Report and MWBE Monthly Report are found on the EFC website. (www.efc.ny.gov/mwbe - Refer to *Prime Contractor* folder).

All EEO Workforce Utilization Reports submitted by the contractor and subcontractor must reflect a separation of the workforce utilized in the performance of this contract from contractor or subcontractor's total workforce. The EEO Workforce Utilization Report must indicate that the information provided relates to the actual workforce utilized. If the contractor or subcontractor fails to separate the workforce to be utilized on this contract

ATTACHMENT B

from the total workforce as determined by Recipient, contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided is contractor or subcontractor's total workforce during the subject time frame, not limited to work specifically under a particular contract.

II. MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE (Prime Contracts Only)

A. MWBE REQUIREMENTS – Non-Construction Contracts

Recipients, contractors and subcontractors must comply with New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development).

Non-construction contracts executed after October 13, 2010 with a value greater than \$25,000 funded with SRF financial assistance are subject to MWBE requirements.

Non-construction contracts, for the purposes of SRF MWBE compliance, are written agreements between an SRF Recipient and a Service Provider (or subcontractor) whereby the SRF Recipient commits to expend funds for the services (i.e. legal, engineering, financial advisory or other professional services, and labor); supplies; commodities; equipment; materials; and travel, or combination thereof in support of an SRF financed project.

Amendments or change orders for such non-construction contracts with a value greater than \$25,000 may be subject to MWBE requirements as well. The Prime contractor is to seek additional MWBE participation for the additional value of the contract.

If contracts with a value of \$25,000 or less have subsequent change orders or amendments that bring the total contract value to greater than \$25,000, the full value of the contract will then be subject to MWBE requirements.

B. MWBE PARTICIPATION GOALS (FAIR SHARE OBJECTIVES)

Based on the report The State of Minority and Women-Owned Business Enterprise: Evidence of New York (April 29, 2010) (NYS Disparity Study), there is a demonstrated availability of MWBEs throughout New York State. Contractors are required to solicit participation of MWBE contractors (including subcontractors, consultants, and service providers) for SRF funded projects.

MWBE participation goals will be based on the execution date of each respective contract, unless MWBE participation goals have been otherwise specified in an executed SRF financial assistance agreement.

10/1/2012 – Present	MWBE Combined Goal*
All counties	20%

*May be any combination of MBE and/or WBE participation

10/1/2011 – 9/30/2012	MWBE Combined Goal*
All counties	10%

*May be any combination of MBE and/or WBE participation

10/13/2010 – 9/30/2011	MBE Goals	WBE Goals
All other counties non-NYC	8.8%	8.8%
New York City and Long Island Region (Bronx, Brooklyn, Manhattan, Queens, Staten Island, Nassau, Suffolk)	18.8%	20.5%

C. RECEIVING CREDIT UNDER THE EFC MWBE PROGRAM

To receive MWBE participation credit, contractors performing work that have been identified in an approved MWBE Utilization Plan (See Subsection D1 below for more information) must be certified as an MBE or WBE by the Division of Minority and

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Women's Business Development, Empire State Development Corporation (ESDC). Conditional credit will be given for firms that have applications pending with ESDC.

Prime contractors that are certified MWBE will receive credit for MWBE participation.

A list of firms certified in New York State can be found on the ESD website at ny.newnycontracts.com. Searches can be performed by the business name and commodity code or business description.

D. NON-CONSTRUCTION CONTRACTOR'S MWBE RESPONSIBILITIES

At the Time of Bid:

The completed forms listed below shall be part of the official bid submission by each competing contractor:

- **EPA Form 6100-3 "DBE Subcontractor Performance Form"** – Each potential bidder shall complete this form and submit it to the MBO for each MWBE firm contacted during the bid or proposal preparation process, and make reasonable efforts to obtain signatures from the MBEs and WBEs contacted.
- **EPA Form 6100-4 "DBE Subcontractor Utilization Form"** – This form shall be completed by each potential bidder and submitted to the MBO as part of the bid submission. On this form, each bidder offers their estimated plan for MBE and WBE utilization for their contract.

NOTE: The EEO Policy Statement should be completed and submitted at this time. See EEO section.

Prior to Award of the Contract:

- **EPA Form 6100-2 "DBE Subcontractor Participation Form"** - Distribute the form to MWBE Subcontractors who are listed on the 6100-4 form. Submit documented proof (e.g. email, letter, certified mail receipt) to the MBO that the 6100-2 form was sent to the MWBE Subcontractors. (See Required Forms)

NOTE: The EPA forms are not required for projects valued at \$250,000 or less in a year.

After Award of the Contract:

Each prime contractor is obligated to seek MWBE participation and document their good faith efforts to meet MWBE goals.

1. MWBE Utilization Plan

- a. **Due Date:** MWBE Utilization Plans and any revision or amendment thereto, are required to be submitted to the MBO no later than the date of execution of the contract.
- b. **Preparation:** Each contractor shall prepare an MWBE Utilization Plan that provides information describing MBEs and WBEs to be utilized during the term of the contract. The MWBE Utilization Plan will reflect the EFC MWBE goals that apply to the contract as well as the contractor's anticipated MWBE participation. The contractor will transmit the completed MWBE Utilization Plan form, with all pages filled out, to the MBO. Blank MWBE Utilization Plan forms are available on the EFC website. (www.efc.ny.gov/mwbe)

Utilization Plan revisions or amendments must be submitted to the MBO, preferably with the next monthly report.

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- c. **NYS Certified:** The MBEs and WBEs identified in the MWBE Utilization Plan must be certified by, or have applied for certification from:

Empire State Development Corporation
Division of Minority and Women's Business Development
625 Broadway
Albany, New York 12245
Phone: 1-800-782-8639
ny.newnycontracts.com

- d. **Supplier Credit:** Credit for MBE/WBE participation shall be granted for MWBE firms performing a commercially useful business function according to custom and practice in the industry.

"Commercially useful functions" normally include:

- i. Providing technical assistance to a purchaser prior to a purchase, during installation, and after the supplies or equipment are placed in service;
- ii. Manufacturing or being the first tier below the manufacturer of supplies or equipment; or
- iii. Providing functions other than merely accepting and referring requests for supplies or equipment to another party for direct shipment to a contractor.

MBE/WBE goal crediting:

- i. For MWBE suppliers who are manufacturers, fabricators, or official manufacturer's representatives who are warehousing such goods, up to 100% of the MBE/WBE objective may be credited.
 - ii. For non-manufacturer suppliers, up to 25% of the MBE/WBE objective may be credited.
 - iii. No credit will be granted for MBEs and/or WBEs acting merely as a passive conduit of funds from one firm to another.
- e. **Broker Credit:** Firms that are identified as brokers (on the ESD website or at EFC's discretion) may only be credited up to 25% of their full contract value.
- f. **Waiver Request:** If the contractor's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals or a specialty equipment/service waiver is requested, the contractor shall complete the waiver request portion of the MWBE Utilization Plan, attach appropriate documentation, and submit it to the MBO.
See Section F for more information.

- g. **MWBE Utilization Plan Acceptance vs. Notice of Deficiency:** The MBO will evaluate a completed MWBE Utilization Plan. Upon review and application of the requirements set forth in this guidance, if the MBO finds the UP acceptable, they will forward to EFC for review. If the MBO finds the UP insufficient, they will work with the contractor to address deficiencies before submitting to EFC for review. A written notice of acceptance or denial will be issued by EFC within 20 business days of receipt of the UP. Upon notice of deficiency to the contractor from either the MBO or EFC, the contractor shall respond with a written remedy to such notice within seven (7) business days.

In coordination with the MBO, EFC will accept a Utilization Plan upon consideration of many factors, including the following:

- i. The Utilization Plan indicates that the MWBE proposed goals for the project will be achieved;

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- ii. A prime contractor, who is a certified MBE or WBE, will be credited for up to 100% of the category of their certification. However, good faith efforts to seek participation in the other category are required;
 - iii. Adequate documentation to demonstrate good faith effort as described in Section D2.
- h. **UP Acceptance:** Within 10 days of the final acceptance of a MWBE Utilization Plan or Waiver Request, EFC will post the approved MWBE Utilization Plan or Waiver Request on the EFC website. www.efc.ny.gov/mwbe.
- i. **Conditional UP:** In coordination with the MBO, EFC may issue conditional acceptance of Utilization Plans pending submission of additional documentation that demonstrates there will be an increase in MWBE participation.
- j. **Revisions of the MWBE Utilization Plans:** If project conditions change such that the information submitted in the MWBE Utilization Plan is no longer valid, the contractor shall indicate the changes within the next monthly report to the MBO. At EFC's discretion, a completely revised MWBE Utilization Plan form and good faith effort documentation may be required to be submitted.
- k. **Projects co-Funded with other state/federal agencies:** In the event EFC is providing financial assistance to a project that is also financially supported by other state/federal agencies, EFC may defer to the MBE and WBE participation goals established for the project by those agencies.

2. Good Faith Effort Documentation

Prime contractors shall solicit participation of MWBE firms (including subcontractor, consultants and service providers) for SRF-funded projects in an effort to meet the appropriate goals. In the event respective goals are not achieved, the contractor must submit sufficient documentation to demonstrate good faith efforts have been made to provide opportunities to certified MWBE firms to participate in SRF-funded projects.

Examples of documentation of good faith efforts are set forth below:

- Information on the scope of work related to the contract and specific steps taken to reasonably structure the scope of work to break out tasks or equipment needs for the purpose of providing opportunities for subcontracting with or obtaining supplies or services from MBEs or WBEs.
- Printed screenshots of the directory of Certified Minority and Women Owned Businesses (MWBE directory) on ESD's website (ny.newnycontracts.com) on a statewide basis, if appropriate, for both MBEs and WBEs that provide the services or equipment necessary for the contract. Contact the MBO for assistance in performing a proper search including identifying a sufficient number of solicitations to show that good faith effort was made.
- Copies of timely solicitations and documentation that the contractor offered relevant plans, specifications, or other related materials to MBE and WBE firms on ESD's MWBE directory to participate in the work, with the responses.

The contractor is to offer sufficient advance notice proportional to the size and complexity of the contract to enable MBEs and WBEs to prepare an informed response to the solicitations for participation as a subcontractor or supplier. The solicitations and responses are required to be documented in a log to be submitted in the case where the goal is not met. The log should consist of the list of MBE and WBE firms solicited, their contact information, the type of work they were solicited to perform (or equipment to provide), how the solicitation was made (fax, phone, email)

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and the contact information, the contacts name and the outcome. If a bid was received, the bid price should also be included in the log. See a sample log entry below:

Date	MWBE Type	Company	Scope of work	Contact Name	Phone/ Email	Solicitation Format	MWBE Response	Negotiation Required?	Selected? If not, Explain

If no response was received to an initial solicitation, at least one follow-up solicitation should be made in a different format than the first, e.g. fax followed by phone call. Any bids received from non-MWBE firms should also be tracked on the log.

Submit the EPA 6100-3 and 6100-4 forms that are required as part of all bids or proposals. A properly completed EPA 6100-3 form is good indication of a contact to an MWBE and their response to the contact. If solicitations do not result in obtaining sufficient participation of MWBE firms due to non-responsiveness, please contact the MBO or EFC MWBE representative for support.

- Copies of any advertisements of sufficient duration to effectively seek participation of certified MBE and WBEs timely published in appropriate general circulation, trade and MWBE oriented publications, together with listing and dates of publication of such advertisements. A log should be kept of the responses to the ads, similar to the log for MWBE firm solicitation and should include the non-MWBE firms that responded and the bid prices. Any negotiations should be documented in the log.
- Documents demonstrating that insufficient MBEs or WBEs are reasonably available to perform the work. Based on the NYS Disparity Study, there is a presumption of MBE and WBE statewide availability, unless information is submitted indicating otherwise.
- A written demonstration that the contractor offered to make up any inability to meet the project MWBE participation goals in other contracts and/or agreements performed by the contractor on another SRF funded project.
- The date of pre-bid, pre-award, or other meetings scheduled by the Recipient, if any, and the contact information of any MBEs and WBEs who attended and are capable of performing work on the project.
- Any other information or documentation that demonstrates the contractor conducted good faith efforts to provide opportunities for MWBE participation in their work. For instance, prime contractors and MBOs should develop a list of MWBE firms that have expressed interest in working on SRF funded projects
- The use of certified Disadvantaged Business Enterprises (DBE), Small Business Administration (SBA), and Veteran-Owned Small Businesses (VOSB) may be considered as a demonstration of Good Faith Efforts.

3. **Subcontract Agreements** - The contractor shall submit copies of all legally signed subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution. These subcontracts and/or purchase orders must include the following information:
 - a. Actual dollar amount of the subcontract;
 - b. A job description of the work to be performed by the subcontractor;
 - c. Signatures of both parties;
 - d. Date of execution;
 - e. MWBE language (included in this bid packet); and
 - f. A signed EEO Policy Statement Agreement (See Required Forms).

NOTE: Purchase orders must be sent with copies of both sides of cancelled checks.

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4. **Monthly Reports** - The contractor must submit monthly MWBE payment reports supplemented with proof of payment to the MBO. Blank monthly report forms are available at www.efc.ny.gov/mwbe or from the MBO. Monthly reports should be submitted to the MBO within 3 business days after the end of each month being reported.

As part of the Monthly Report, the contractor must provide documentation to the MBO that subcontractors have been paid within 30 days of receipt of payment from the Recipient.

The final monthly payment report must reflect all Utilization Plan revisions or amendments.

5. **Other Service Provider Responsibilities:**

- a. Continue good faith efforts to seek opportunities for MBE and WBE participation even if proposed goals have been achieved. In addition, any revisions to an MWBE Utilization Plan must be documented in the next monthly report to the MBO for approval.
- b. Provide written notification to the MBO and EFC of any termination of an MBE or WBE subcontractor. This should be reported as part of the revised MWBE Utilization Plan.
- c. The EEO poster shall be displayed at the project site in a visible location. The EEO poster is at <http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster/matrix.htm>
- d. Provide timely and complete responses to inquiries from either the MBO or EFC staff as requested.
- e. Make all MWBE & EEO documents and records available upon request to EFC staff, the MBO, or their authorized representatives.
- f. Manage the project in a manner that creates meaningful opportunities for participation by MBEs and WBEs.
- g. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination on the basis of race, color, national origin (including limited English provision), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.

Additional guidance and requirements pertaining to the preparation and submission of the MWBE Utilization Plans can be found in the Exhibit 1: Required Terms for Project Contracts and Subcontracts.

NOTE: Failure by the contractor to receive acceptance of the MWBE Utilization Plan by the Recipient or EFC may result in withholding of progress payments. Such withholding of progress payments shall not relieve the contractor of any contract requirements including the completion of the project within the specified contract time.

E. SUBCONTRACTOR'S MWBE RESPONSIBILITIES

Subcontractors are those individuals or business enterprises that contract directly with contractors. Subcontractors should:

1. Maintain their MWBE certifications, and notify the contractor and MBO of any change in their certification status.

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2. Respond promptly to solicitation requests by completing and submitting bid information in a timely manner.
3. Maintain business records that should include, but not be limited to, contracts/agreements, records of receipts, correspondence, purchase orders, and canceled checks.
4. Complete and submit the EPA Form 6100-3 "DBE Subcontractor Performance Form" to the contractor prior to submission of the bid. Provide a receipt of EPA Form 6100-2 "DBE Subcontractor Participation Form" to the contractor prior to award of contract.
5. Ensure that a required EEO Policy Statement is included in each subcontract. Additionally, signed versions of each subcontract should be sent to the MBO within 30 days of execution.
6. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination on the basis of race, color, national origin (including limited English provision), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.
7. Notify the MBO and EFC when contract problems arise, such as non-payment for services or when the subcontractor is not employed as described in the MWBE Utilization Plan.
8. Perform the subcontracted scope of work in a professional and timely manner.

F. WAIVER REQUESTS

1. Each contractor is required to create meaningful opportunities for certified MWBE participation and to offer the MWBE certified firms a fair share of their work. After making good faith efforts to create meaningful opportunities, a contractor may find that it is not possible to meet the MWBE goals. In that case, the contractor shall request for an MWBE waiver.
2. Even if an MWBE waiver is granted, EEO information must still be submitted. The EEO information is submitted as part of the Monthly Report.
3. **Preparation:** The contractor shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the MBO along with adequate good faith effort documentation.
4. **Waiver Review:** The MBO and EFC will review each waiver request based on the good faith effort criteria presented above and the documentation submitted with the waiver request. EFC will not issue any automatic waivers from MWBE responsibilities. A full or partial waiver from the MWBE goals can be requested.
5. **Specialty Equipment/Service Waiver:** A specialty equipment/service waiver may be granted in cases where:
 - a. equipment is made by only one manufacturer,
 - b. the contract specifications call for equipment that is not available through an MWBE supplier;
 - c. the equipment is constructed on site by specially trained non-MWBE labor;
 - d. the service is not available through an MWBE (such as work done by National Grid);
 - e. the service is proprietary in nature (such as use of certain computer software necessary for control systems); or
 - f. the service cannot be subcontracted (such as litigation services).

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If the contract includes specialty equipment or services, and documentation is submitted demonstrating that there are no MBE/WBE firms capable of completing this portion of the contract, the specialty amount of the contract may be deducted from the total contract amount and the goals would be applied to the MWBE Eligible Amount. This determination is made at the discretion of the MBO and EFC.

Example:

\$200,000	-	\$50,000	=	\$150,000
(Contract)		(Specialty equipment/service)		(MWBE Eligible Amount)

The MWBE goal is applied to the remaining balance.

A request for this specialty equipment/service deduction can be completed by filling out section two of the MWBE Utilization Plan and submitting it to the MBO. The request must include a copy of the page from the contract where the equipment/service is described and the cost of each item. Additional documentation may be requested by the MBO or EFC.

G. PROTESTS/COMPLAINTS

Subcontractors or contractors who have any concerns, issues, or complaints regarding the implementation of the SRF MWBE/EEO Program, or wish to protest should do so in writing to the project MBO and EFC. The MBO, in consultation with EFC, will review the circumstances described in the submission, investigate to develop additional information, if warranted, and determine whether action is required. If the subcontractor believes the issue has not been resolved to their satisfaction, they may appeal in writing to EFC for consideration.

H. WASTE, FRAUD AND ABUSE

Subcontractors, contractors, service providers, or Recipients who know of or suspect any instances of waste, fraud, or abuse within the MWBE & EEO Program should notify the project MBO and EFC immediately. Additionally, suspected fraud activity should be reported to the USEPA – Office of Inspector General Hotline at (888) 546-8740 or the New York State Office of Inspector General at (800) 367-4448.

I. REMEDIES

If a Recipient makes a determination that a contractor has been non-responsive, is non-responsible, or is in breach as a result of a failure to comply with the requirements of Article 15-A and the Regulations, Recipient may withhold funds under the contract or take such other actions, impose liquidated damages or commence enforcement proceedings.

If a contractor or subcontractor fails to submit to Recipient an EEO policy statement within the required timeframe, Recipient may declare the contract to be null and void.

A failure to submit and/or adhere to an EEO policy statement and an MWBE Utilization Plan, and any other required reports, shall constitute a material breach of the terms of the contract between contractor and Recipient, and justify a finding of contractor non-responsiveness.

Liquidated or Other Damages - If it has been determined by the Recipient or EFC that the contractor is not in compliance with the requirements herein or refuses to comply with such requirements, or if contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, in accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference

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between:

1. All sums identified for payment to MWBEs had the contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under this contract.

In the event a determination has been made by the Recipient or EFC which requires the payment of liquidated damages and such identified sums have not been withheld, contractor shall pay such liquidated damages to Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, contractor has filed a complaint with ESD pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director of ESD renders a decision in favor of Recipient.

J. RESTRICTIONS ON LOBBYING

Each contractor and subcontractor which has a contract with Recipient exceeding \$100,000 shall provide to the Recipient an executed certification on the form provided, that it will not expend appropriated federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress or any employee of any Member of Congress in accordance with the provisions of 40 CFR Part 34, and to maintain such certification for their own records.

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PART 3:

REQUIRED FORMS

FOR NON-CONSTRUCTION CONTRACTS

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All MWBE & EEO required forms can be found on the EFC website (www.efc.ny.gov/mwbe)

The following (Attached) SRF forms are required for the bidding process:

1. EPA Form 6100-2 "DBE Subcontractor Participation Form"
This form is to be distributed to all MWBE subcontractors and proof of distribution should be submitted to the MBO.
2. EPA Form 6100-3 "DBE Subcontractor Performance Form"
This form should be completed by each MWBE subcontractor contacted during the bid preparation process for non-construction contracts, maintained in the contractor's files, and submitted to the MBO with the bid.
3. EPA Form 6100-4 "DBE Subcontractor Utilization Form"
This form should be completed by the Service Provider as an estimate of which MWBE subcontractors will be used on the project, maintained in the contractor's files, and submitted to the MBO with the bid.
4. EEO Policy Statement
To be completed by all Service Providers and submitted to the MBO with the bid. This form may be included in the contract.
5. Lobbying Certification
To be completed by all Service Providers and subcontractors (over \$100,000) and submitted to the Recipient with the bid.

The following (Non-Attached) SRF forms are required subsequent to the bid award:

1. MWBE Utilization Plan and/or Waiver Request
These forms are completed by the Service Provider and submitted to the MBO *no later than date of execution of the contract.*
2. EEO Staffing Plan
This form is completed by the Service Provider and submitted with the Utilization Plan to the MBO. It summarizes the character of the work force related to the contract, including subcontracted staff.
3. EEO Workforce Utilization Report
This form is completed by the Service Provider and submitted on a Quarterly basis to the MBO. It summarizes the character of the actual work force related to the contract, including subcontracted staff.
4. MWBE Monthly Report Form
To be completed by the Service Provider and submitted to the MBO.

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OMB Control No: 2090-0030
Approved: 05/01/2008



Environmental
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EPA Form 6100-2

Disadvantaged Business Enterprise Program DBE Subcontractor Participation Form

NAME OF SUBCONTRACTOR ¹	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR

Subcontractor Signature _____ Title/Date _____

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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Disadvantaged Business Enterprise Program DBE Subcontractor Participation Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

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EPA Form 6100-3

Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR:		PROJECT NAME	
ADDRESS		BID/PROPOSAL NO.	
TELEPHONE NO.		E-MAIL ADDRESS	
PRIME CONTRACTOR NAME			
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR	
Currently certified as an MBE or WBE under EPA's DBE Program? <input type="checkbox"/> Yes <input type="checkbox"/> No Signature of Prime Contractor _____ Date _____ Signature of Subcontractor _____ Date _____ Name _____ Title _____ Print			

Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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Approved: 05/01/2008



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Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.

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EPA Form 6100-4

Disadvantaged Business Enterprise Program DBE Subcontractor Utilization Form

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors¹ will be used on this project:			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATE D DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?
I certify under penalty of perjury that the foregoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).			
_____ Signature of Prime Contractor		_____ Date	
_____ Print Name		_____ Title	

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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OMB Control No: 2090-0030

Approved: 05/01/2008



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Protection Agency

Disadvantaged Business Enterprise Program DBE Subcontractor Utilization Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

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**AGREEMENT TO ABIDE BY EQUAL EMPLOYMENT OPPORTUNITY
POLICY STATEMENT REQUIREMENTS
NEW YORK STATE REVOLVING FUND (SRF)**

I, _____, am the authorized representative of _____.
Name of Representative Name of Contractor/Service Provider
I hereby certify that _____ will abide by the equal employment
Name of Contractor/Service Provider
opportunity (EEO) policy statement provisions outlined below.

- (i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) An agreement to 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.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

Blank EEO Policy Statements are available at www.efc.ny.gov/mwbe, if needed.

If contractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth above in clauses (i), (ii), (iii) and (iv) and within the timeframe required thereof, Recipient may declare this contract to be null and void.

X _____

Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO

ATTACHMENT B

ATTACHMENT B

**CERTIFICATION
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR 34**

SRF Project No.: _____

The undersigned each certify, 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 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (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 sub-contracts, sub-grants, and contracts under grant, 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.

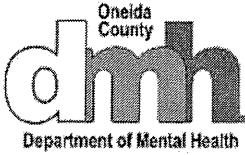
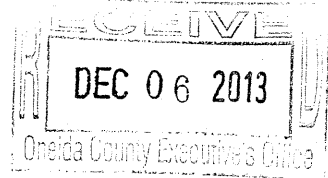
By: _____
Name:
Title:
Date: _____

Contract ID: _____

ATTACHMENT B



Anthony J. Picente, Jr., County Executive Debra A. Whiteford, Interim Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

FN 20 13 - 440

120 Airline Street
Suite 200
Oriskany, New York 13424

HEALTH & HUMAN SERVICES

WAYS & MEANS

December 4, 2013

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

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

Anthony J. Picente, Jr.
County Executive

Date 27/6/13

Dear County Executive:

Due to the fact Catholic Charities discontinued the MCAT program obligation under the current contract it was necessary to find another provider. Fortunately, The Neighborhood Center has agreed to provide the additional MCAT program services needed. In order to cover this additional cost it is necessary to do a budget transfer to cover it. These additional funds are available due to the fact we will not be paying the amount as originally contracted to Catholic Charities. .

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

TO:
AA# A4310.49526: Mental Health Administration – Neighborhood Center \$ 9,641.00

FROM:
AA# A4310.49523: Mental Health Administration – Catholic Charities \$ 9,641.00

Respectfully submitted,

Debra A. Whiteford
Interim Commissioner Oneida County Department of Mental Health



Attach.

- CC: County Attorney
- Comptroller
- Budget
- Comm., Mental Health

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



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

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

December 3, 2013

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

FN 20 13-441

HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente:

C-028828 (Clinical Dollars)

Attached are five (5) copies of a grant between Oneida County through its Health Department and the New York State Department of Health – Integrated Cancer Services Program.

This grant will allow for reimbursement to eligible uninsured, underinsured individuals in Oneida, Madison and Herkimer Counties to receive breast, cervical and colorectal services.

This is a multi-year grant which will commence on July 1, 2013 through March 31, 2018.

Reimbursement is as follows:

July 1, 2013 – March 31, 2014	- \$164,474
April 1, 2014 – March 31, 2015	- \$219,299
April 1, 2015 – March 31, 2016	- \$219,299
April 1, 2016 – March 31, 2017	- \$219,299
April 1, 2017 – March 31, 2018	- \$219,299

This grant is 100% state funded and is not mandated by Public Health Law.

The reason this grant is being forwarded to you after the commencement date is due to late receipt of grant.

If this meets with your approval, please forward to the Board of Legislators.

Sincerely,

Handwritten signature of Phyllis D. Ellis in cursive.

Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

attachments
ry

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

Handwritten signature of Anthony J. Picente, Jr. in cursive, written over a horizontal line.

Anthony J. Picente, Jr.
County Executive

Date 12/6/13

ONEIDA COUNTY DEPARTMENT: Public Health Competing Proposal
Only Respondent
Sole Source RFP
Other

Oneida County Board of Legislators

(C-028828)

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Div. of Chronic Disease Prevention
Empire State Plaza
Corning Tower, Room 1025
Albany, New York 12237-0675

SUMMARY STATEMENT: This grant will allow for reimbursement to eligible uninsured, underinsured individuals in Oneida, Madison and Herkimer Counties to receive breast, cervical and colorectal services.

DATES OF OPERATION: This is a multi-year grant for the term of July 1, 2013 through March 31, 2018. Current term is July 1, 2013 through March 31, 2014.

TOTAL FUNDING REQUESTED: Reimbursement is in the amount of \$1,041,669 for the five year term ending March 31, 2018. July 1, 2013 – March 31, 2014 is \$164,474. April 1, 2014 – March 31, 2015 is \$219,299. April 1, 2015 – March 31, 2016 is \$219,299. April 1, 2016 to March 31, 2017 is \$219,299. April 1, 2017 to March 31, 2018 is \$219,299.

NEW **RENEWAL** **AMENDMENT** **EXTENSION**

FUNDING SOURCE: 100% state funded

Expense Account: A4091

Revenue Account: A3451

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

Clinical

<p>STATE AGENCY (Name & Address)</p> <p>New York State Department of Health Division of Chronic Disease Prevention Empire State Plaza Corning Tower Room 1025 Albany, NY 12237-0675</p>	<p>BUSINESS UNIT/DEPT. ID: 3450263</p> <p>CONTRACT NUMBER: C028828</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida County Of</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Integrated Breast, Cervical and Colorectal Cancer Screening Program</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 156000460 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Oneida County Department of Health 800 Park Avenue Utica, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: Art. 7-A, 15</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C028828

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: 7/1/2013 To: 3/31/2018</p> <p>CURRENT CONTRACT PERIOD: From: 7/1/2013 To: 3/31/2018</p> <p>AMENDED TERM: From: To:</p> <p>AMENDED PERIOD: From: To:</p>	<p>CONTRACT FUNDING AMOUNT (<i>Multi-year</i> – enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> – enter current period amount):</p> <p>CURRENT: \$1,041,669</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	---

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

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	7/1/13 – 3/31/14	\$164,474		
2	4/1/14 – 3/31/15	\$219,299		
3	4/1/15 – 3/31/16	\$219,299		
4	4/1/16 – 3/31/17	\$219,299		
5	4/1/17 – 3/31/18	\$219,299		

ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Attachment A: | <input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions |
| | <input type="checkbox"/> A-2 Federally Funded Grants |
| <input checked="" type="checkbox"/> Attachment B: | <input checked="" type="checkbox"/> B-1 Expenditure Based Budget |
| | <input type="checkbox"/> B-2 Performance Based Budget |
| | <input type="checkbox"/> B-3 Capital Budget |
| | <input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment) |
| | <input type="checkbox"/> B-2(A) Performance Based Budget (Amendment) |
| | <input type="checkbox"/> B-3(A) Capital Budget (Amendment) |
| <input checked="" type="checkbox"/> Attachment C: Work Plan | |
| <input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule | |
| <input checked="" type="checkbox"/> Other: E-1 Workers' Compensation Insurance | |
| E-2 Disability Insurance | |

Contract Number: # C028828

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

CONTRACTOR:

Oneida County Department of Health

By: _____

Anthony J. Picente, Jr.
Printed Name

Title: Oneida County Executive

Date: _____

STATE AGENCY:

New York State Department of Health

By: _____

Bradley Hutton, M.P.H.
Printed Name

Title: Director, Center for Community Health

Date: _____

STATE OF NEW YORK

County of _____

On the ___ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Contract Number: # C028828

Page 3 of 3

Master Grant Contract, Face Page

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

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

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

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

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

C. Order of Precedence:

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

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

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

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

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

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

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).
Contract Number: # C028828

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

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

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

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

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

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

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

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

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

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

2. Notice of Termination:

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

(i) personal messenger service; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

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

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

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

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

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

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

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

B. Subcontractors:

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

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

C. Use Of Material, Equipment, Or Personnel:

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

D. Property:

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

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

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
- (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

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

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

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

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

2. Cost Allocation:

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

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

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

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

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

G. Publicity:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

L. Workers' Compensation Benefits:

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

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

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

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

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

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

N. Vendor Responsibility:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES
Part A. Agency Specific Clauses

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

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

B. Prohibition on Purchase of Tropical Hardwoods:

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

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

C. MacBride Fair Employment Principles: In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the

MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development

633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

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

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

- G. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

H. Administrative Rules and Audits:

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs:

a) For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

b) For a nonprofit organization other than
(i) an institution of higher education,
(ii) a hospital, or
(iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

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

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

a) If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

b) If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

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

b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

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

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

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

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

L. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

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

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

1. Workers' Compensation, for which one of the following is incorporated into this contract as **Attachment E-1**:

- a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Attachment E-2**:

- a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

P. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. The CONTRACTOR shall submit to the STATE monthly 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:

**Erica Wade-Loop
NYS Department of Health
Central Field Office
217 South Salina Street
Syracuse, NY 13202**

S. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

T. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or

Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: Stan Mathews
Title: Health Program Administrator
Address: New York State Department of Health
Division of Chronic Disease Prevention
Empire State Plaza
Corning Tower Room 1025
Albany, NY 12237-0675
Telephone Number: 518-474-3050
Facsimile Number: 518-473-2853
E-Mail Address: sxm23@health.ny.gov

Oneida County Department of Health

Name: Wendy Hunt
Title: Program Coordinator
Address: 800 Park Avenue
Utica, NY 13501
Telephone Number: 315-798-5229
Facsimile Number:
E-Mail Address: whunt@ocgov.net

Part B. Program Specific Clauses

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES
Part B. Program Specific Clauses

New York State Department of Health

Department of Health Program Name: Cancer Services Program

Initiative Name: Integrated Breast, Cervical and Colorectal Cancer Screening Program -
Component A – Upstate NY and Long Island

For Agreements Under Which Providers Receive Reimbursement from the State Contractors

- A. The CONTRACTOR shall obtain written approval of the CSP prior to publication or use of all materials, articles, documents, forms, papers, and similar materials whether electronic or paper form (Materials) developed under or in the course of performing this AGREEMENT. Any Materials developed by the CONTRACTOR under or in the course of performing this AGREEMENT must contain the following acknowledgement: “Funded by a grant from the New York State Department of Health, Bureau of Chronic Disease Control” and such Materials must include the Cancer Services Program logo. CONTRACTOR shall obtain prior written approval of the STATE for any publication or use of the Cancer Services Program logo, as per the Program’s Operations Manual (herein referred to as the CSP Operations Manual).

- B. The STATE routinely releases data to the CONTRACTOR in aggregate form to assist in the administration and improvement of the program. Any secondary release by the CONTRACTOR, its officers, employees, agents and subcontractors, of aggregate or individual-level data for any other purposes, including research, requires prior approval from the STATE, and potentially the New York State Department of Health Human Subjects Review Board.

- C. CONTRACTOR shall provide and require any subcontractors to provide, to the STATE information regarding prospective Providers of Screening and Diagnostic Services (herein referred to as “Providers”) as required by the STATE. The STATE agrees to inform the CONTRACTOR in writing as to whether the prospective Providers are acceptable to the STATE in a timely manner. The CONTRACTOR agrees to provide any information that may be required by the STATE to determine whether the Providers continue to satisfy the credentialing criteria established by the

STATE. The CONTRACTOR agrees to solely use Providers that are acceptable to the STATE for services covered by the Cancer Services Program. If the CONTRACTOR is a licensed health care facility, nothing herein shall relieve CONTRACTOR of its legal responsibility for credentialing practitioners, including investigations prior to granting or renewing professional privileges consistent with Public Health Law section 2805-j and 2805-k.

- D. CONTRACTOR shall notify Providers that the STATE requires each participating Provider to maintain a current, unrestricted, valid license to practice their profession in the State of New York or to maintain a current valid license and have obtained prior written approval to participate in the program from the New York State Department of Health if the Provider possesses a current, valid restricted license. CONTRACTOR shall also notify Providers of all the requirements for participation in the Cancer Services Program.
- E. The CONTRACTOR shall notify the STATE of any provider with a restricted professional license seeking to participate in the program and shall not permit the provider to participate in the Program until the CONTRACTOR obtains prior written approval of the provider from the New York State Department of Health.
- F. CONTRACTOR agrees to directly provide screening and/or diagnostic services and agrees to the provisions of the Participating Provider Requirements as included in the CSP Operations Manual. If the CONTRACTOR is unable to directly provide services or, if the CONTRACTOR is a direct provider and supplements its provisions of services by agreements with other providers of screening and diagnostic services, the CONTRACTOR must enter into a written agreement for the provision of services with all Providers determined by the STATE to be acceptable for participation in the Cancer Services Program. The written agreement shall at a minimum include all of the requirements for Provider participation as set forth in the Participating Provider Requirements as included in the CSP Operations Manual and the Cancer Services Program Reimbursement schedule. The Operations Manual and Reimbursement Schedule are provided to all contractors annually and as revisions are made.
- G. The CONTRACTOR will reimburse such providers directly at regular intervals once clinical data has been accepted and approved on the PROGRAM data system, as set forth in the Participating Provider Requirements as included in the CSP Operations Manual.
- H. The CONTRACTOR is not responsible for determining the suitability of any potential Provider. Only the STATE may determine acceptability of any Provider for participation in the program hereunder.

- I. CONTRACTOR shall establish subcontract agreements, regardless of monetary compensation, for required partnership roles, as defined in the CSP Operations Manual, not directly fulfilled by the CONTRACTOR.
- J. CONTRACTOR shall maintain adequate medical, business, financial, personnel, and other records, which may be applicable to the program. CONTRACTOR agrees to provide the STATE access to medical, including original mammograms, consents, business, personnel and/or financial records, and other records, which may be relevant to the Cancer Services Program for purposes of inspection, auditing and copying.
- K. CONTRACTOR agrees to cooperate fully with the STATE's quality assurance efforts, including participating in discussions to explore reasons for unusual data patterns, and facilitating remediation of provider's clinical and/or data reporting deficiencies in a timely manner.
- L. The CONTRACTOR, its officers, employees, agents and subcontractors shall report to the STATE in a timely manner any complaints about the quality of care provided by a Provider. CONTRACTOR shall also notify all other entities dealing with any aspect of performance under this AGREEMENT of their duty to report complaints about a Provider.
- M. CONTRACTOR must obtain a signed New York State Department of Health Consent for Cancer Services Program Participation (CSP Consent) from each Cancer Services Program client participant, in addition to any other consents or authorizations the CONTRACTOR may obtain or which may be required by law to obtain. If the Cancer Services Program client has executed a CSP Consent with a Provider before CONTRACTOR has obtained a CSP Consent, the CONTRACTOR shall preferably obtain a copy of such CSP Consent from the Provider, or CONTRACTOR shall obtain a second signed CSP Consent from the client.
- N. Paragraphs A, J, and K of this Attachment A-1: Part B shall survive termination of the AGREEMENT

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Integrated Breast, Cervical, & Colorectal Cancer

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 7/1/2013
To: 3/31/2018

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$0				\$0
b) Fringe	\$0				\$0
Subtotal	\$0	\$0		\$0	\$0
2. Non Personal Services					
a) Contractual Services	\$1,041,669		0.00%		\$1,041,669
b) Travel	\$0				\$0
c) Equipment	\$0				\$0
d) Space/Property & Utilities	\$0				\$0
e) Operating Expenses	\$0				\$0
f) Other	\$0				\$0
Subtotal	\$1,041,669	\$0	0.00%	\$0	\$1,041,669
TOTAL	\$1,041,669	\$0	0.00%	\$0	\$1,041,669

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

POSITION TITLE	SALARY			NUMBER OF MONTHS FUNDED	TOTAL
	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED		
1.					\$ -
2.					\$ -
3.					\$ -
4.					\$ -
5.					\$ -
6.					\$ -
7.					\$ -
8.					\$ -
9.					\$ -
10.					\$ -
11.					\$ -
12.					\$ -
13.					\$ -
14.					\$ -
15.					\$ -
Subtotal					\$ -
FRINGE - TYPE/DESCRIPTION					
PERSONAL SERVICES TOTAL					\$ -

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

CONTRACTUAL SERVICES - TYPE/DESCRIPTION		TOTAL
1.	Reimbursement for clinical services provided to eligible clients as per the New York State Cancer	\$ 1,041,669
2.	Services Program Operations Manual. Reimbursement rates shall be updated annually on April 1	
3.	and shall be made available to the contractor via the New York State Cancer Services Program	
4.	Operations Manual.	
5.		
6.	7/1/2013 to 3/31/2014 = \$164,474	
7.	4/1/2014 to 3/31/2018 = \$877,195	
8.		
9.		
10.		
	TOTAL	\$ 1,041,669

TRAVEL - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
	TOTAL	\$ -

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

EQUIPMENT - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.	TOTAL	\$ -

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
	TOTAL	\$ -

SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

5.	<i>SUMMARY</i>	
	TOTAL	\$ -

TYPE/DESCRIPTION OF UTILITY EXPENSES		TOTAL
1.		
2.		
3.		
4.		
5.		
	TOTAL	\$ -

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

OPERATING EXPENSES - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
TOTAL		\$ -

OTHER - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$ -

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Integrated Breast, Cervical, & Colorectal Cancer

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 7/1/2013

To: 3/31/2018

CATEGORY OF EXPENSE	BUDGETED	DETAILS
1. Personal Services		
a) Salary		
1. 0	\$0	
2. 0	\$0	
3. 0	\$0	
4. 0	\$0	
5. 0	\$0	
6. 0	\$0	
7. 0	\$0	
8. 0	\$0	
9. 0	\$0	
10. 0	\$0	
11. 0	\$0	
12. 0	\$0	
13. 0	\$0	
14. 0	\$0	
15. 0	\$0	
16. 0	\$0	
17. 0	\$0	
18. 0	\$0	
19. 0	\$0	
20. 0	\$0	
21. 0	\$0	
22. 0	\$0	
23. 0	\$0	
24. 0	\$0	

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Integrated Breast, Cervical, & Colorectal Cancer

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 7/1/2013

To: 3/31/2018

CATEGORY OF EXPENSE	BUDGETED	DETAILS
25.0	\$0	
26.0	\$0	
27.0	\$0	
28.0	\$0	
29.0	\$0	
30.0	\$0	
31.0	\$0	
32.0	\$0	
33.0	\$0	
34.0	\$0	
35.0	\$0	
36.0	\$0	
37.0	\$0	
38.0	\$0	
39.0	\$0	
40.0	\$0	
41.0	\$0	
42.0	\$0	
43.0	\$0	
44.0	\$0	
45.0	\$0	
46.0	\$0	
47.0	\$0	
48.0	\$0	
49.0	\$0	
50.0	\$0	

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Integrated Breast, Cervical, & Colorectal Cancer

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 7/1/2013
To: 3/31/2018

CATEGORY OF EXPENSE	BUDGETED	DETAILS
51.0	\$0	
52.0	\$0	
53.0	\$0	
54.0	\$0	
55.0	\$0	
56.0	\$0	
57.0	\$0	
58.0	\$0	
59.0	\$0	
60.0	\$0	
b) Fringe		
Personal Services Subtotal	\$0	
2. Non Personal Services		
a) Contractual Services		
1. Reimbursement for clinical services provided to eligible client	\$1,041,669	
2. Services Program Operations Manual. Reimbursement rates s	\$0	
3. and shall be made available to the contractor via the New Yo	\$0	
4. Operations Manual.	\$0	
5.0	\$0	
6. 7/1/2013 to 3/31/2014 =	\$0	
7. 4/1/2014 to 3/31/2018 =	\$0	
8.0	\$0	
9.0	\$0	
10.0	\$0	
b) Travel		
1.0	\$0	

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Integrated Breast, Cervical, & Colorectal Cancer

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 7/1/2013
To: 3/31/2018

CATEGORY OF EXPENSE	BUDGETED	DETAILS
2.0	\$0	
3.0	\$0	
4.0	\$0	
5.0	\$0	
6.0	\$0	
7.0	\$0	
8.0	\$0	
9.0	\$0	
10.0	\$0	
c) Equipment		
1.0	\$0	
2.0	\$0	
3.0	\$0	
4.0	\$0	
5.0	\$0	
6.0	\$0	
7.0	\$0	
8.0	\$0	
9.0	\$0	
10.0	\$0	
d) Space/Property & Utilities		
Rent		
1.0	\$0	
2.0	\$0	
3.0	\$0	
4.0	\$0	

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Integrated Breast, Cervical, & Colorectal Cancer

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 7/1/2013
To: 3/31/2018

CATEGORY OF EXPENSE	BUDGETED	DETAILS
5. 0	\$0	
Own		
1. 0	\$0	
2. 0	\$0	
3. 0	\$0	
4. 0	\$0	
5. 0	\$0	
Utilities		
1. 0	\$0	
2. 0	\$0	
3. 0	\$0	
4. 0	\$0	
5. 0	\$0	
e) Operating Expenses		
1. 0	\$0	
2. 0	\$0	
3. 0	\$0	
4. 0	\$0	
5. 0	\$0	
6. 0	\$0	
7. 0	\$0	
8. 0	\$0	
9. 0	\$0	
10. 0	\$0	
11. 0	\$0	
12. 0	\$0	

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Integrated Breast, Cervical, & Colorectal Cancer

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 7/1/2013
To: 3/31/2018

CATEGORY OF EXPENSE	BUDGETED	DETAILS
13.0	\$0	
14.0	\$0	
15.0	\$0	
f) Other		
1.0	\$0	
2.0	\$0	
3.0	\$0	
4.0	\$0	
5.0	\$0	
6.0	\$0	
7.0	\$0	
8.0	\$0	
Non Personal Services Subtotal	\$1,041,669	
TOTAL	\$1,041,669	

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Integrated Breast, Cervical, & Colorectal Cancer

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 7/1/2013

To: 3/31/2018

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH%	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$0				\$0
b) Fringe	\$0				\$0
Subtotal	\$0	\$0		\$0	\$0
2. Non Personal Services					
a) Contractual Services	\$1,041,669		0.00%		\$1,041,669
b) Travel	\$0				\$0
c) Equipment	\$0				\$0
d) Space/Property & Utilities	\$0				\$0
e) Operating Expenses	\$0				\$0
f) Other	\$0				\$0
Subtotal	\$1,041,669	\$0	0.00%	\$0	\$1,041,669
TOTAL	\$1,041,669	\$0	0.00%	\$0	\$1,041,669

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

POSITION TITLE	SALARY				NUMBER OF MONTHS FUNDED	TOTAL
	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED			
1.						\$ -
2.						\$ -
3.						\$ -
4.						\$ -
5.						\$ -
6.						\$ -
7.						\$ -
8.						\$ -
9.						\$ -
10.						\$ -
11.						\$ -
12.						\$ -
13.						\$ -
14.						\$ -
15.						\$ -
				Subtotal		\$ -
FRINGE - TYPE/DESCRIPTION						
						PERSONAL SERVICES TOTAL
						\$ -

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

CONTRACTUAL SERVICES - TYPE/DESCRIPTION		TOTAL
1.	Reimbursement for clinical services provided to eligible clients as per the New York State Cancer Services Program Operations Manual. Reimbursement rates shall be updated annually on April 1	\$ 1,041,669
2.	and shall be made available to the contractor via the New York State Cancer Services Program Operations Manual.	
3.		
4.		
5.		
6.	7/1/2013 to 3/31/2014 = \$164,474	
7.	4/1/2014 to 3/31/2018 = \$877,195	
8.		
9.		
10.		
	TOTAL	\$ 1,041,669

TRAVEL - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
	TOTAL	\$ -

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

EQUIPMENT - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
TOTAL \$		-

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
TOTAL \$		-

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

SPACE/PROPERTY EXPENSES: OWN TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
TOTAL \$		-

TYPE/DESCRIPTION OF UTILITY EXPENSES		TOTAL
1.		
2.		
3.		
4.		
5.		
TOTAL \$		-

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

OPERATING EXPENSES - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
	TOTAL \$	-

OTHER - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
	TOTAL \$	-

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Integrated Breast, Cervical, & Colorectal Cancer

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 7/1/2013

To: 3/31/2018

CATEGORY OF EXPENSE	BUDGETED	DETAILS
I. Personal Services		
a) Salary		
1. 0	\$0	
2. 0	\$0	
3. 0	\$0	
4. 0	\$0	
5. 0	\$0	
6. 0	\$0	
7. 0	\$0	
8. 0	\$0	
9. 0	\$0	
10. 0	\$0	
11. 0	\$0	
12. 0	\$0	
13. 0	\$0	
14. 0	\$0	
15. 0	\$0	
16. 0	\$0	
17. 0	\$0	
18. 0	\$0	
19. 0	\$0	
20. 0	\$0	
21. 0	\$0	
22. 0	\$0	
23. 0	\$0	
24. 0	\$0	
25. 0	\$0	

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Integrated Breast, Cervical, & Colorectal Cancer

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 7/1/2013

To: 3/31/2018

CATEGORY OF EXPENSE	BUDGETED	DETAILS
26.0	\$0	
27.0	\$0	
28.0	\$0	
29.0	\$0	
30.0	\$0	
31.0	\$0	
32.0	\$0	
33.0	\$0	
34.0	\$0	
35.0	\$0	
36.0	\$0	
37.0	\$0	
38.0	\$0	
39.0	\$0	
40.0	\$0	
41.0	\$0	
42.0	\$0	
43.0	\$0	
44.0	\$0	
45.0	\$0	
46.0	\$0	
47.0	\$0	
48.0	\$0	
49.0	\$0	
50.0	\$0	
51.0	\$0	
52.0	\$0	

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Integrated Breast, Cervical, & Colorectal Cancer

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 7/1/2013

To: 3/31/2018

CATEGORY OF EXPENSE	BUDGETED	DETAILS
53. 0	\$0	
54. 0	\$0	
55. 0	\$0	
56. 0	\$0	
57. 0	\$0	
58. 0	\$0	
59. 0	\$0	
60. 0	\$0	
b) Fringe		
	\$0	
2. Non Personal Services		
a) Contractual Services		
1. Reimbursement for clinical services provided to eligible client	\$1,041,669	
2. Services Program Operations Manual. Reimbursement rates s	\$0	
3. and shall be made available to the contractor via the New Yo	\$0	
4. Operations Manual.	\$0	
5. 0	\$0	
6. 7/1/2013 to 3/31/2014 =	\$0	
7. 4/1/2014 to 3/31/2018 =	\$0	
8. 0	\$0	
9. 0	\$0	
10. 0	\$0	
b) Travel		
1. 0	\$0	
2. 0	\$0	
3. 0	\$0	
4. 0	\$0	

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Integrated Breast, Cervical, & Colorectal Cancer

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 7/1/2013

To: 3/31/2018

CATEGORY OF EXPENSE	BUDGETED	DETAILS
5.0	\$0	
6.0	\$0	
7.0	\$0	
8.0	\$0	
9.0	\$0	
10.0	\$0	
c) Equipment		
1.0	\$0	
2.0	\$0	
3.0	\$0	
4.0	\$0	
5.0	\$0	
6.0	\$0	
7.0	\$0	
8.0	\$0	
9.0	\$0	
10.0	\$0	
d) Space/Property & Utilities		
Rent		
1.0	\$0	
2.0	\$0	
3.0	\$0	
4.0	\$0	
5.0	\$0	
Own		
1.0	\$0	
2.0	\$0	

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Integrated Breast, Cervical, & Colorectal Cancer

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 7/1/2013

To: 3/31/2018

CATEGORY OF EXPENSE	BUDGETED	DETAILS
3.0	\$0	
4.0	\$0	
5.0	\$0	
Utilities		
1.0	\$0	
2.0	\$0	
3.0	\$0	
4.0	\$0	
5.0	\$0	
e) Operating Expenses		
1.0	\$0	
2.0	\$0	
3.0	\$0	
4.0	\$0	
5.0	\$0	
6.0	\$0	
7.0	\$0	
8.0	\$0	
9.0	\$0	
10.0	\$0	
11.0	\$0	
12.0	\$0	
13.0	\$0	
14.0	\$0	
15.0	\$0	
f) Other		
1.0	\$0	

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Integrated Breast, Cervical, & Colorectal Cancer

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 7/1/2013 To: 3/31/2018

CATEGORY OF EXPENSE	BUDGETED	DETAILS
2.0	\$0	
3.0	\$0	
4.0	\$0	
5.0	\$0	
6.0	\$0	
7.0	\$0	
8.0	\$0	
Non Personal Services Subtotal	\$1,041,669	
TOTAL	\$1,041,669	

BUDGET STATEMENT REPORT OF EXPENDITURES

PROJECT NAME: Integrated Breast, Cervical, & Colorectal Cancer
 Oneida County of

From: 7/1/2013 To: 3/31/2018

CONTRACT #: EXPENDITURE REPORTING PERIOD:

2013 FISCAL YEAR		2014 FISCAL YEAR		2015 FISCAL YEAR		2016 FISCAL YEAR		2017 FISCAL YEAR		2018 FISCAL YEAR	
LINE	DESCRIPTION	AMOUNT	PERCENT	AMOUNT	PERCENT	AMOUNT	PERCENT	AMOUNT	PERCENT	AMOUNT	PERCENT
1.0	Personal Services										
1.0	Salary	\$0		\$0		\$0		\$0		\$0	
2.0		\$0		\$0		\$0		\$0		\$0	
3.0		\$0		\$0		\$0		\$0		\$0	
4.0		\$0		\$0		\$0		\$0		\$0	
5.0		\$0		\$0		\$0		\$0		\$0	
6.0		\$0		\$0		\$0		\$0		\$0	
7.0		\$0		\$0		\$0		\$0		\$0	
8.0		\$0		\$0		\$0		\$0		\$0	
9.0		\$0		\$0		\$0		\$0		\$0	
10.0		\$0		\$0		\$0		\$0		\$0	
11.0		\$0		\$0		\$0		\$0		\$0	
12.0		\$0		\$0		\$0		\$0		\$0	
13.0		\$0		\$0		\$0		\$0		\$0	
14.0		\$0		\$0		\$0		\$0		\$0	
15.0		\$0		\$0		\$0		\$0		\$0	
16.0		\$0		\$0		\$0		\$0		\$0	
17.0		\$0		\$0		\$0		\$0		\$0	
18.0		\$0		\$0		\$0		\$0		\$0	
19.0		\$0		\$0		\$0		\$0		\$0	
20.0		\$0		\$0		\$0		\$0		\$0	
21.0		\$0		\$0		\$0		\$0		\$0	
22.0		\$0		\$0		\$0		\$0		\$0	
23.0		\$0		\$0		\$0		\$0		\$0	
24.0		\$0		\$0		\$0		\$0		\$0	
25.0		\$0		\$0		\$0		\$0		\$0	
26.0		\$0		\$0		\$0		\$0		\$0	
27.0		\$0		\$0		\$0		\$0		\$0	
28.0		\$0		\$0		\$0		\$0		\$0	
29.0		\$0		\$0		\$0		\$0		\$0	
30.0		\$0		\$0		\$0		\$0		\$0	
31.0		\$0		\$0		\$0		\$0		\$0	
32.0		\$0		\$0		\$0		\$0		\$0	
33.0		\$0		\$0		\$0		\$0		\$0	
34.0		\$0		\$0		\$0		\$0		\$0	
35.0		\$0		\$0		\$0		\$0		\$0	
36.0		\$0		\$0		\$0		\$0		\$0	
37.0		\$0		\$0		\$0		\$0		\$0	
38.0		\$0		\$0		\$0		\$0		\$0	
39.0		\$0		\$0		\$0		\$0		\$0	
40.0		\$0		\$0		\$0		\$0		\$0	
41.0		\$0		\$0		\$0		\$0		\$0	
42.0		\$0		\$0		\$0		\$0		\$0	
43.0		\$0		\$0		\$0		\$0		\$0	
44.0		\$0		\$0		\$0		\$0		\$0	
45.0		\$0		\$0		\$0		\$0		\$0	
46.0		\$0		\$0		\$0		\$0		\$0	
47.0		\$0		\$0		\$0		\$0		\$0	
48.0		\$0		\$0		\$0		\$0		\$0	
49.0		\$0		\$0		\$0		\$0		\$0	
50.0		\$0		\$0		\$0		\$0		\$0	
51.0		\$0		\$0		\$0		\$0		\$0	

BUDGET STATEMENT REPORT OF EXPENDITURES

PROJECT NAME: **Integrated Breast, Cervical, & Colorectal Cancer**
 CONTRACTOR SFS PAYEE NAME: **Onida County of**

CONTRACT #: _____ From: **7/1/2013** To: **3/31/2018**
 EXPENDITURE REPORTING PERIOD: _____ From: _____ To: _____

ACCOUNT NUMBER	DESCRIPTION	BUDGET FUND	EXPENDITURE	AMOUNT
52 0		\$0	\$0.00	\$0.00
53 0		\$0	\$0.00	\$0.00
54 0		\$0	\$0.00	\$0.00
55 0		\$0	\$0.00	\$0.00
56 0		\$0	\$0.00	\$0.00
57 0		\$0	\$0.00	\$0.00
58 0		\$0	\$0.00	\$0.00
59 0		\$0	\$0.00	\$0.00
60 0		\$0	\$0.00	\$0.00
b) Fringe		\$0	\$0.00	\$0.00
Personal Services Subtotal				
2. Non Personal Services		\$0	\$0.00	\$0.00
a) Contractual Services		\$1,041,669	\$0.00	\$1,041,669.00
1. Reimbursement for clinical services provided to eligible clients as per the New York State Cancer Services Program Manual. Reimbursement rates shall be updated annually on April 1 and shall be made available to the contractor via the New York State Cancer Services Program				
3.		\$0	\$0.00	\$0.00
4. Operations Manual		\$0	\$0.00	\$0.00
5. 0		\$0	\$0.00	\$0.00
6. 7/1/2013 to 3/31/2014 *		\$0	\$0.00	\$0.00
7. 4/1/2014 to 3/31/2018 *		\$0	\$0.00	\$0.00
8. 0		\$0	\$0.00	\$0.00
9. 0		\$0	\$0.00	\$0.00
10. 0		\$0	\$0.00	\$0.00
b) Travel		\$0	\$0.00	\$0.00
1. 0		\$0	\$0.00	\$0.00
2. 0		\$0	\$0.00	\$0.00
3. 0		\$0	\$0.00	\$0.00
4. 0		\$0	\$0.00	\$0.00
5. 0		\$0	\$0.00	\$0.00
6. 0		\$0	\$0.00	\$0.00
7. 0		\$0	\$0.00	\$0.00
8. 0		\$0	\$0.00	\$0.00
9. 0		\$0	\$0.00	\$0.00
10. 0		\$0	\$0.00	\$0.00
c) Equipment		\$0	\$0.00	\$0.00
1. 0		\$0	\$0.00	\$0.00
2. 0		\$0	\$0.00	\$0.00
3. 0		\$0	\$0.00	\$0.00
4. 0		\$0	\$0.00	\$0.00
5. 0		\$0	\$0.00	\$0.00
6. 0		\$0	\$0.00	\$0.00
7. 0		\$0	\$0.00	\$0.00
8. 0		\$0	\$0.00	\$0.00
9. 0		\$0	\$0.00	\$0.00
10. 0		\$0	\$0.00	\$0.00
d) Space/Property & Utilities		\$0	\$0.00	\$0.00
<i>From</i>				
1. 0		\$0	\$0.00	\$0.00
2. 0		\$0	\$0.00	\$0.00
3. 0		\$0	\$0.00	\$0.00
4. 0		\$0	\$0.00	\$0.00
5. 0		\$0	\$0.00	\$0.00
<i>Own</i>				

BUDGET STATEMENT REPORT OF EXPENDITURES

PROJECT NAME: Integrated Breast, Cervical & Colorectal Cancer
 CONTRACTOR'S PAYEE NAME: Oneida County of

From: 7/1/2013 To: 6/30/2018
 From: To:

CONTRACT PERIOD:
 EXPENDITURE REPORTING PERIOD:

CATEGORIES OF EXPENSE	INCL. IN BUDGETED STATE		EXCLUDED FROM BUDGET		TOTAL BUDGETED STATE		TOTAL EXCLUDED FROM BUDGET		TOTAL	
	EXPENSE	SAVING	EXPENSE	SAVING	EXPENSE	SAVING	EXPENSE	SAVING	EXPENSE	SAVING
1.0			\$0		\$0.00		\$0.00		\$0.00	
2.0			\$0		\$0.00		\$0.00		\$0.00	
3.0			\$0		\$0.00		\$0.00		\$0.00	
4.0			\$0		\$0.00		\$0.00		\$0.00	
5.0			\$0		\$0.00		\$0.00		\$0.00	
Utilities										
1.0			\$0		\$0.00		\$0.00		\$0.00	
2.0			\$0		\$0.00		\$0.00		\$0.00	
3.0			\$0		\$0.00		\$0.00		\$0.00	
4.0			\$0		\$0.00		\$0.00		\$0.00	
5.0			\$0		\$0.00		\$0.00		\$0.00	
e) Operating Expenses										
1.0			\$0		\$0.00		\$0.00		\$0.00	
2.0			\$0		\$0.00		\$0.00		\$0.00	
3.0			\$0		\$0.00		\$0.00		\$0.00	
4.0			\$0		\$0.00		\$0.00		\$0.00	
5.0			\$0		\$0.00		\$0.00		\$0.00	
6.0			\$0		\$0.00		\$0.00		\$0.00	
7.0			\$0		\$0.00		\$0.00		\$0.00	
8.0			\$0		\$0.00		\$0.00		\$0.00	
9.0			\$0		\$0.00		\$0.00		\$0.00	
10.0			\$0		\$0.00		\$0.00		\$0.00	
11.0			\$0		\$0.00		\$0.00		\$0.00	
12.0			\$0		\$0.00		\$0.00		\$0.00	
13.0			\$0		\$0.00		\$0.00		\$0.00	
14.0			\$0		\$0.00		\$0.00		\$0.00	
15.0			\$0		\$0.00		\$0.00		\$0.00	
f) Other										
1.0			\$0		\$0.00		\$0.00		\$0.00	
2.0			\$0		\$0.00		\$0.00		\$0.00	
3.0			\$0		\$0.00		\$0.00		\$0.00	
4.0			\$0		\$0.00		\$0.00		\$0.00	
5.0			\$0		\$0.00		\$0.00		\$0.00	
6.0			\$0		\$0.00		\$0.00		\$0.00	
7.0			\$0		\$0.00		\$0.00		\$0.00	
8.0			\$0		\$0.00		\$0.00		\$0.00	
Non Personal Services Subtotal										
			\$1,041,669		\$0.00		\$0.00		\$1,041,669.00	
TOTAL			\$1,041,669		\$0.00		\$0.00		\$1,041,669.00	

Applicant Name: Oneida County of

<p>Clinical Services Work Plan 7/1/2013 – 3/31/2018</p>	<p>Reimbursement shall be made for clinical services provided to eligible clients per the New York State Cancer Services Program Operations Manual.</p>
<p>Reimbursement shall only be made for those allowable services as listed in the New York State Cancer Services Program Operations Manual.</p>	<p>Clinical and laboratory services will be reimbursed on a fixed-price, fee-for-service basis, per the Maximum Allowable Reimbursement Schedule (MARS) that is included in the New York State Cancer Services Program Operations Manual. The MARS may be adjusted periodically by the State to reflect changes to reimbursable services and/or fees based on federal and state mandates, national clinical practice guidelines and available funding.</p>
<p>The regional rates shall be at or below the New York State Regional Medicare rates as published annually by the United States Department of Health and Human Services.</p>	<p>Reimbursement rates shall be updated annually on April 1. The schedule of rates for each subsequent year shall be made available to the contractor via the New York State Cancer Services Program Operations Manual.</p>

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

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

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

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

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date _____
- Monthly Reimbursement
Due date 30 days from end of period
- Biannual Reimbursement
Due date _____
- Fee for Service Reimbursement
Due date _____

- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

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

- Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

- Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- Expenditure Report

The Contractor will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 30 days after the end of the contract period.

- Consolidated Fiscal Report (CFR)¹

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

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

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

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

C. Other Reports

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



Anthony J. Picente, Jr., County Executive Debra A. Whiteford, Interim Commissioner



Phone: (315) 768-3660

Fax: (315) 768-3670

Website: www.ocgov.net

Email: mentalhealth@ocgov.net

120 Airline Street
Suite 200
Oriskany, New York 13424

FN 20 13 442

November 20, 2013

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

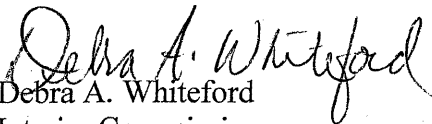
Dear Mr. Picente:

I am forwarding seven (7) copies of the Purchase of Services Agreement between the Oneida County Department of Mental Health and Human Technologies Corporation for your review and signature.

The gross amount of this Agreement is **\$308,256.00** per year. The total for all three years of this contract will be **\$924,768.00**. **No Oneida County Tax dollars are associated with this Agreement.**

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

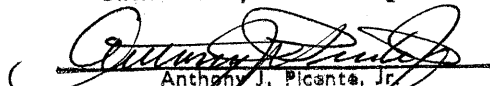
Respectfully,


Debra A. Whiteford
Interim Commissioner

DAW/mb
Encs.



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


Anthony J. Picante, Jr.
County Executive

Date 12/9/13

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Human Technologies Corporation
Title of Proposed Service/Program: Ongoing Integrated Supported Employment (OISE)
Affirmative Business/Industry Services
Proposed Dates of Operation: January 1, 2014 through December 31, 2016
Client Population/Number to be Served: Adults with a serious and persistent mental illness

Summary Statements:

I. Narrative Description of Service/Program:

A. Ongoing Integrated Supported Employment (OISE) (4340) (\$30,592 per year)

Provides placement in competitive employment, support, and follow up. Extended services are provided to assure that gainful employment is successfully maintained.

B. Affirmative Business/Industry Services (0340) (\$277,664 per year)

Provide services that include vocational assessment, training, transition or long-term paid employment and support services for adults with mental illness.

II. Service/Program Objectives and Outcomes: N/A

III. Service/Program Design and Staffing:

Services are staffed according to the NYS Office of Mental Health and Adult Career and Continuing Education Services-Vocational Rehabilitation (ACCES-VR) guidelines.

Total Funding Requested per year: **Account #:** A4310.49518

Gross Budget		\$308,256.00
State Funds	OMH	\$308,256.00
	OMRDD	0
	OASAS	0
County Funds		0
Total full three years		\$924,768.00

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of \$924,768.00 be approved for 2014-2016.

Service Units: N/A

Proposed Funding Sources (Federal \$/State \$/County\$) per year: 100% State Aid \$924,768.00

AGREEMENT

THIS AGREEMENT between Oneida County, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter referred to as the "**County**" and Human Technologies Corporation, having its principal office located at 2260 Dwyer Avenue, Utica, NY 13501, hereinafter referred to as the "**Provider Agency**".

WITNESSETH:

WHEREAS, the **County** through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State (hereinafter referred to as the "**State**") Mental Hygiene Law mandates and authorizes the **County** through its Department of Mental Health to enter into a series of Agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the **Provider Agency** hereby warrants that they have the proper and necessary staff and infrastructure to act as a provider and resource to and for the Oneida County Department of Mental Health; and

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2014 through December 31, 2016 or until terminated according to the stipulations contained within this contract.

2. The **Provider Agency** shall:

- (A) Provide Ongoing Integrated Supported Employment Services to assist consumers with mental illness with direct placement in competitive employment in conjunction with support and follow up services;
- (B) Provide Affirmative Business/Industry Services consistent with New York State Office of Mental Health Regulations to include vocational assessment, training, transition or long-term paid employment and support services for adults with mental illness.

3. The **Provider Agency** agrees, where applicable, to provide any and all **Services**, authorized by this agreement or other license or certification, to individuals involved in the NYS OMH Assisted Outpatient Treatment (AOT) Program. This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The **Provider Agency** further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Oneida County Department of Mental Health will be handled in a safe and confidential manner.

4. The **Provider Agency** agrees to participate in the development and implementation of the Local Governmental Plan. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify **Services** offered by the **Provider Agency**; submission of planning reports and CON applications and/or Prior Approval and Review applications to the **County** prior to submission to the **State**; attendance and cooperation with various ad hoc work groups of the subcommittee.

5. The **Provider Agency** shall not be entitled to any of the benefits of an employee of the County of Oneida, such as New York State Employee's Retirement Benefits, Unemployment Insurance, Worker's Compensation, Employee's Medical, Hospital, Dental, Prescription, Optical coverage; and any other benefits that an employee of the County of Oneida normally is eligible to receive.

6. The **Provider Agency** is an independent contractor under this Agreement to perform a specialized service for the Oneida County Department of Mental Health. The **Provider Agency** further agrees to hold the County of Oneida harmless for all of their actions and warrants.

7. For the Services provided, the Oneida County Department of Mental Health will reimburse The **Provider Agency** a maximum of **\$308,256.00 (three hundred eight thousand two hundred fifty-six dollars)** per year. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Annexed hereto and made part here of as **Appendix A**.

8. In the event that the **State** or **County** approves or makes changes to the funding amount that is listed in **Appendix A**, the **Provider Agency**, at the request of the **County** shall submit a revised budget plan which reflects the approved Operating Costs, Net Operating Costs and funding by the various Deficit Funding Sources. It is expressly understood that the **County** assumes no responsibility for either costs not approved for reimbursements by either the **County** or the **State**; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the **Provider Agency** shall submit a check payable to the **County Commissioner of Finance** equal to the amount of any disallowance already paid to the **Provider Agency** by the **County** within thirty (30) days of notification. This provision shall apply to this agreement and all previous agreements between the **County** and the **Provider Agency**.

9. The **County** will make State Aid Payments either monthly or quarterly based on payments made to the **County** by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the **Provider Agency**.

10. The **Provider Agency** agrees to submit to the **County** on the last business day of the following month at the end of each quarter (i.e. Jan-Mar report due April 30th) a Quarterly Financial Analysis, Performance Analysis, and Service Utilization Report. In addition, the **Provider Agency** agrees to submit the following reports by the listed required dates as applicable to funding received:

- a) **Office of Persons with Developmental Disabilities (OPWDD) Budgets** for the current year is required to be received by the **County** by February 1st.
- b) **Office of Alcoholism and Substance Abuse Services (OASAS) Estimated Claims** for the prior year are required to be received by the **County** by April 15th.
- c) **Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) Extension Requests** for the prior year OMH CFR are required to be received by the **County** by April 15th.
- d) **OMH, OASAS and OPWDD (Full) Audited CFR** for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the **County** by April 15th. An OPWDD Estimated CFR is required by this date if an extension was filed. An OASAS Estimated Claim is required to be received by this date; no extension allowed for OASAS CFRs.
- e) **Fully Audited CFRs for OMH, OPWDD, and OASAS** for the prior year with an extension submitted for OMH and OPWDD and/or an Estimated OASAS CFR supplied to the **County** by April 15th are required to be received by the **County** by May 15th.

- f) **OASAS Mid-Year Claim** for the current year is required to be received by the **County** by August 1st.
- g) **OASAS Consolidated Budget Report (CBR)** for the next year is (with scope) required to be received by the **County** by September 15th.
- h) **OMH CBRs** for the current year are required to be received by the **County** by October 15th.

11. The **Provider Agency** shall submit a copy of the following reports during the first quarter of each Fiscal Year:

- a) Disaster Response Plan. In addition the **Provider Agency** will participate in the development of an Oneida County plan to respond to man-made or natural disasters.
- b) Accounting System & Financial Capability Questionnaire (where applicable).
- c) Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
- d) Annual Audit and Financial Reports.
- e) Federal Single Audit Report. If the **Provider Agency** is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The Single Audit shall be conducted in accordance with OMB Circular A-133, OMB Circular A-110, the A-102 Common Rule and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the single Audit Act Amendments of 1996.

12. The **Provider Agency** shall operate all programs in compliance with the laws, rules and regulations as passed and /or promulgated by the **County**, State or Federal governments. It is further understood by the **Provider Agency** that agencies and departments of New York State other than OMH, Office of Alcoholism & Substance Abuse Services (OASAS), and Office of Persons with Developmental Disabilities (OPWDD) may promulgate these rules and regulations.

13. **The Provider Agency further covenants and agrees to indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all loss or expenses that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claims for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Provider Agency and the County, their officers, agents or employees, in connection with this Agreement. In addition, the Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage. The County of Oneida must be named as an "Additionally Insured" as part of the Provider Agency's insurance policy. Proof of same must be provided to the County at the time of the execution of this contract. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the stipulations listed above. Failure to do may result in the immediate termination of this Agreement.**

14. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the **Provider Agency** fails to comply with legal, professional, **County** or **State** requirements for the provision of the services covered under this Agreement, or if the **Provider Agency** becomes bankrupt or insolvent or falsify their records or reports, the **County** may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the **Provider Agency**.

The **County** shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The **County** shall be responsible for payment of all claims for services provided and costs incurred by the **Provider Agency** prior to the termination of this Agreement that are pursuant to and after **Provider Agency** compliance with the terms and conditions herein.

Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this contract and jurisdiction and venue shall lie within the State of New York.

15. The **Provider Agency** agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any Federal Law regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Oneida County Department of Mental Health as outlined below.

It is expressly understood that as a **Provider Agency** for the Oneida County Department of Mental Health, it may and will receive confidential information from the Department of Mental Health and this information may have been received from other independent contractors and/or licensed agencies. The **Provider Agency** agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.

Accordingly, as a condition of and in consideration of access to confidential information, the **Provider Agency** promises that:

A. They will use confidential information only as needed to perform the legitimate duties as outlined above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:

1. The **Provider Agency** will only access confidential information for which there is a need to know; and
2. The **Provider Agency** will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.
3. The **Provider Agency** will not misuse confidential information or carelessly handle confidential information.

B. The **Provider Agency** will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The **Provider Agency** accepts responsibility for all activities undertaken using any access code and other authorization.

C. The **Provider Agency** will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.

D. The **Provider Agency** understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.

E. The **Provider Agency** understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Oneida County Department of Mental Health may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the **Provider Agency** will safeguard the confidentiality of all confidential information.

F. The **Provider Agency** will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other

authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the **Provider**.

16. The **Provider Agency** agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the **Provider Agency** is provided with any confidential HIV related information during the course of providing services and in accordance with 403 of Title 18 of the NYSDSS regulation and Section 2782 of the Public Health Law, they shall be informed of the penalties and fines for any redisclosure found to be in violation of New York State Law and/or Regulation.

The **Provider Agency** shall include the following written statement when disclosing any confidential HIV related Information:

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

17. The **Provider Agency** agrees that as mandated reporters, all instances of suspected child abuse, neglect, and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the decision to file a report with the Central Register. The **Provider Agency** shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Child Abuse Registry.

18. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.

19. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A and Appendix B are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of this Agreement.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands the day and year first above written.

COUNTY OF ONEIDA

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

Date

By: Debra A. Whiteford
Debra A. Whiteford
Interim Commissioner, Department of Mental Health

12/6/13
Date

PROVIDER AGENCY

By: John Bullis
John Bullis, Chairman
Board of Directors
Human Technologies Corporation

11/22/13
Date

By: Richard E. Sebastian
Richard E. Sebastian, President/CEO
Human Technologies Corporation

11/25/2013
Date

Approved as To Form Only:
Oneida County Attorney:

By: _____

Date: _____

Updated 06/11/2013

**APPENDIX A
CONTRACT BUDGET 2014 - 2016**

	2014
OMH	\$308,256.00
OPWDD	\$0.00
OASAS	\$0.00
Total State Aid	\$308,256.00
County Funds	\$0.00
TOTAL FUNDING	\$308,256.00

		# Payments	Total Amount
Monthly Voucher Amount January - December	\$25,688.00	12	\$308,256.00
			\$0.00
			<hr/> \$308,256.00

APPENDIX B

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

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and

the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

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

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

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of

- disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
 1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
 - e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

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

6. Worker's Compensation Benefits.

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

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in

this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

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

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

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be

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

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

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

18. Certification of compliance with the Iran Divestment Act.

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

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


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

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

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

County of Oneida

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

Contractor
By:  _____
Richard E. Sebastian, President/CEO
Human Technologies Corporation

Approved as to Form only

Oneida County Attorney

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



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

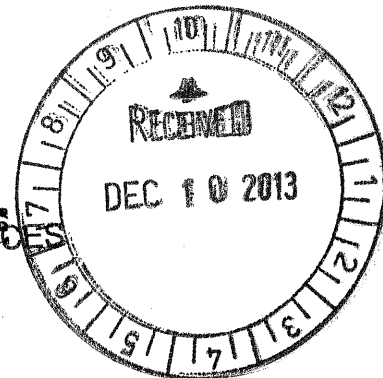
CANCER SERVICES PROGRAM

Phone: (315) 798-5248 Fax: (315) 798-5071

December 5, 2013

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

FN 20 13-443
HEALTH & HUMAN SERVICES



Dear Mr. Picente,

WAYS & MEANS

Attached are three (3) copies of the agreement between Oneida County through its Health Department and Oneida Health Systems Inc. DBA Oneida Healthcare Center.

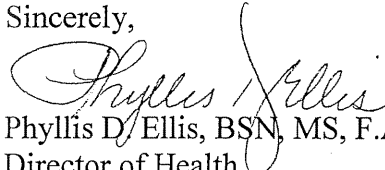
The purpose of this agreement is for the provision of breast, cervical and colorectal cancer screening services and/or diagnostic services to identified individuals through the Cancer Services Program of Oneida, Madison and Herkimer Counties. This agreement will run from November 1, 2013 through March 31, 2016. Reimbursement rates range from \$10 to \$1,650.

Based on previous expenditures it is expected that this contract will exceed \$50,000 for the term of this agreement. The services are 100% reimbursed through the Cancer Services Program Grant

The Cancer Services Program is not mandated by law. The reason this Agreement is being forwarded for signature after the commencement date is due to delays in processing.

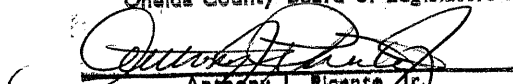
If this agreement meets with your approval, please forward to the Board of Legislators.

Sincerely,


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

Attachments
wh

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


Anthony J. Picente, Jr.
County Executive
Date 12/10/13

Oneida County Department: Health

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Other x _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

NAME AND ADDRESS OF VENDOR: Mr. Gene Morreale
Oneida Healthcare Center
321 Genesee St.
Oneida, NY 13421

SUMMARY STATEMENT: The Oneida County Health Department through a grant from the New York State Department of Health provides comprehensive breast, cervical and colorectal screening/diagnostic services to uninsured or underinsured individuals residing in Oneida, Herkimer and Madison counties. This agreement will run from November 1, 2013 through March 31, 2016. Oneida Health Systems Inc, DBA Oneida Healthcare Center will participate in the Oneida County Health Department's Cancer Services Program to provide breast, cervical and colorectal cancer screening and/or diagnostic services.

DATES OF OPERATION: November 1, 2013 to March 31, 2016

TOTAL FUNDING REQUESTED: \$70,705

 NEW X RENEWAL AMENDMENT APPLICATION

FUNDING SOURCE: (Federal \$ - State \$ - County \$):

Funding is wholly through Federal and State grants. The amount paid to the facility depends on the number of services provided during the time frame. Reimbursement rates as set by New York State range from \$10 to \$1,650.

PAST PERFORMANCE DATA: Expenditures to Oneida Healthcare Center from 4/1/2012 to 10/31/2013 were approximately \$28,281.79.

O.C. DEPARTMENT STAFF COMMENTS:

Expense Account: A4091.495

Revenue Account: A3451

**Cancer Services Program of
Oneida-Herkimer-Madison Counties**

PROVIDER SERVICE AGREEMENT

THIS AGREEMENT by and between ONEIDA COUNTY, a municipality of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the “County”, through its Health Department, with offices located at Adirondack Bank Building, 5th Floor, 185 Genesee Street, Utica, New York 13501, and **Oneida Health Systems, Inc. DBA Oneida Healthcare, 321 Genesee Street, Oneida, NY 13421**, hereinafter referred to as the “Provider.”

WITNESSETH

WHEREAS, the County, through its Health Department, is the recipient of a grant from the New York State Department of Health to operate the Integrated Cancer Services Program of Oneida, Herkimer, and Madison Counties, hereinafter referred to as the “Program,” through a grant from the New York State Department of Health and by which certain preventive and diagnostic breast, cervical and colorectal screening services are provided to those residing in Oneida, Madison, and Herkimer counties who are uninsured or underinsured.

WHEREAS, the Provider warrants that it is presently qualified to provide breast, cervical and colorectal cancer screenings and/or diagnostic services within New York State; and

WHEREAS, the Provider is willing to participate in the County’s Cancer Services Program to provide breast, cervical and colorectal cancer screening services and/or diagnostic services, and to abide by all provisions set for by the New York State Department of Health regarding the Provider’s participation in this program; and

NOW, THEREFORE the parties make this agreement and agree to the following terms:

1. **TERM.** This agreement shall go into effect upon execution and shall be in effect from **November 1, 2013 until March 31, 2016.**
2. **SCOPE OF SERVICES.** The Provider shall:
 - a. Abide by the policies and procedures contained within the New York State Department of Health’s Cancer Services Program Operations Manual;
 - b. Provide clients of the program with the same quality of care as afforded to any other patient in its care;
 - c. Request reimbursement for clinical services **ONLY** for clients who meet the program’s eligibility criteria as defined in the Operations Manual;
 - d. Treat the Program as a payor of last resort. The Provider agrees to first bill the client’s other insurance and/or third part payor for services provided through the program. The Provider further agrees that it may only seek program reimbursement from the County through its Health Department and may not submit claims for reimbursement directly to the state;

- e. Accept reimbursement rates established by the Program as payment in full for all services that are covered by the Program or their primary insurance coverage. The reimbursement rates for each fiscal year will be mailed to the Provider when such rates are determined by the State Department of Health. The Provider shall not charge clients for the difference between the Program's reimbursement and the Provider's usual fees;
- f. Promptly refer Program clients for all needed and appropriate diagnostic and treatment services without consideration of their ability to pay. This assurance includes any and all necessary services NOT covered by the Program;
- g. Under no circumstances, charge Program clients for services that are covered by the Program;
- h. Obtain signed annual consent forms from all Program clients for the release of their medical information to the Program and the State Department of Health for the purposes of case management, tracking, and reimbursement;
- i. Submit accurate demographic, screening, diagnostic, treatment, and any other data required by the State Department of Health in a timely manner and in the format required by the State. The Provider agrees that the reimbursement for clinical services will not be provided by New York State until such data has been submitted and accepted on the Program's data system;
- j. Maintain adequate business, financial, personnel, and other records that may be applicable to the program. The Provider shall make such records available to the State Department of Health and other authorized governmental agencies for inspection and copying at no charge;
- k. Assure that all licensed health care professionals at its facility are appropriately licensed to practice their profession in the State of New York, and maintain the appropriate credentials for the service they are providing;
- l. Immediately notify the State Department of Health if the Provider, or any employee thereof, has its professional license or certification voluntarily surrendered, restrict temporarily or permanently, reclassified, suspended, or revoked for any reason. If the Provider is indicted or convicted of a criminal offense, regardless of the nature of the offense, or if the Provider becomes subject to any disciplinary action taken by a governmental program, hospital, managed care organization, or licensing authority, the Provider shall also immediately notify the State Department of Health;
- m. Provide all information necessary to comply with the State Department of Health credentialing and recredentialing activities, and further to provide such information within a reasonable time period ;
- n. Accept, as payment in full, fund raising money, which may include Susan Komen Funds or donations from individuals or other organizations, for services related to breast procedures not covered by Program funds. The reimbursement

rate for such services will be approximately 10% below the current New York State Medicare rate;

- o. Notify the designated care manager at the Program, via telephone, of all abnormal breast and/or cervical screening or diagnostic results of Program clients within 24 hours of receiving such abnormal results. The Provider shall designate a nurse to be the primary contact for the case manager and shall promptly notify the case manager in this contact person changes.
3. **INSURANCE.** The Provider shall maintain a professional liability policy and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Provider shall also maintain general liability insurance and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 Aggregate. The Provider agrees to have the County and the Oneida County Health Department named as additional insured on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore.
4. **INDEMNIFICATION.** The Consultant agrees that it shall defend, indemnify and hold harmless the Health Department and the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Consultant and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Consultant or failure on the part of the Consultant to comply with any of the covenants, terms or conditions of this agreement.
5. **EXCLUSIVITY.** The County, through its Health Department retains the right to reassign patients to other Providers or its own employees. The County, through its Health Department retains the right to contract with other independent Providers for such services which are the same as or similar to those provided by the Provider, or to provide such services to its patients through its own employees. The Provider retains the right provide services directly or indirectly through contract with another agency, to persons who are not patients of the County.
6. **INDEPENDENT CONTRACTORS STATUS.** Both the Provider and the County intend that the Provider's status be that of an independent contractor, and that nothing in this agreement be construed to create an employer/employee relationship between the Provider and the County. The Provider covenants and agrees that its officers, agents, directors, employees or members, in accordance with the status of the Provider as an independent contractor, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the County and/or the Health Department, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the County and/or its Health Department, including but not limited to Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.

7. **SUBCONTRACT.** The Provider may not assign the Provider's rights or obligations under this Agreement, or subcontract with or employ another to provide the services described above of this Agreement, without the prior written consent of the County.
8. **PERFORMANCE MONITORING.** The County, through its Health Department shall monitor the performance of services by the Provider to ensure that the County is receiving the provision of services to designated patients.
9. **CONTRACT DEPENDING ON GRANT FUNDING.** The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State funds for the purpose set forth in this Agreement. Should the funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services set forth in the Agreement, the County shall have the option to immediately terminate the Agreement upon providing written notice to the Provider. In such an event, the County shall be under no further obligation to the Provider other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.
10. **TERMINATION.** This Agreement may be terminated at any time by either party giving to the other at least thirty (30) calendar days prior written notice of termination. However, in the event the Provider defaults in the performance of any of the Providers obligations under this Agreement, the County may terminate the Agreement effective upon written notice served at any time upon the Provider, upon notice of termination the Provider shall immediately submit to the County all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.
11. **ENTIRE AGREEMENT.** The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

ONEIDA COUNTY

DATE: _____

BY: _____

Anthony J. Picente, Jr.
Oneida County Executive

PROVIDER

DATE: 11/12/13

BY: Gene F. Morreale, President and CEO

Print Name: Gene F. Morreale

Title: _____

**APPROVED AS TO FORM ONLY
ONEIDA COUNTY ATTORNEY**

**BY: _____
Asst. Oneida County Attorney**

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 statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).
- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
- 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 - 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 - 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - 5. Make available protected health information in accordance with 45 CFR § 164.524;
 - 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 - 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 - 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
 - 1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

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

6. Worker's Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

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

contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

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

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

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

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

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90

days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

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

County of Oneida

Contractor

By: _____

Oneida County Executive

By: Gene F. Morreale

Name:

Gene F. Morreale
President + CEO

Approved as to Form only

Oneida County Attorney

APPENDIX A

**NEW YORK STATE CANCER SERVICE PROGRAM
MAXIMUM ALLOWABLE REIMBURSEMENT RATES
APRIL 1, 2013 TO MARCH 31, 2014**

	<u>Rate</u>	<u>CPT Code</u>
<u>SCREENING SERVICES</u>		
Assessment, Education and Clinical Breast Examination	\$ 36.39	99201
Assessment, Education, Pelvic Examination with Pap Test	\$ 36.39	99201
Screening Mammogram - Bilateral (Film or Digital)	\$ 87.58	77057
Screening Mammogram - Bilateral Diagnostic (Film or Digital)	\$ 110.15	77056
Screening Mammogram - Unilateral Diagnostic (Film or Digital)	\$ 87.20	77055
<u>DIAGNOSTIC SERVICES</u>		
Diagnostic Mammogram-Unilateral (Film or Digital)	\$ 87.20	77055
Repeat CBE	\$ 18.20	Half of 99201
Ultrasound - (Breast)	\$ 84.43	76645
Fine Needle Aspiration without Image Guidance	\$ 123.53	10021
Fine Needle Aspiration with Image Guidance	\$ 116.39	10022
Core Biopsy	\$ 124.50	19100
Incisional Biopsy	\$ 283.66	19101
Excisional Biopsy	\$ 405.38	19120
 Vacuum-Assisted Biopsy with US Guidance	 \$ 640.04	 19103+76942
 Stereotactic Biopsy with Standard Core Biopsy	 \$ 340.48	 77031+19100+ 19295+76098
 Stereotactic Biopsy with Vacuum Assisted Rotating Device	 \$ 682.50	 77031+19103+ 19295+76098
 Pre-Operative Ultrasonic Needle Localization & Wire Placement	 \$ 311.18	 76942+19290
 Pre-Operative Mammographic Needle Localization & Wire Placement	 \$ 182.23	 77032+19290
 Colposcopy without Biopsy	 \$ 92.95	 57452
Colposcopy with Cervical Biopsy and ECC	\$ 134.42	57454
Colposcopy with one or more Cervical Biopsies	\$ 122.45	57455
Colposcopy with ECC	\$ 115.81	57456
Diagnostic LEEP/LEETZ	\$ 277.76	57461
Diagnostic Cone Biopsy - Cold Knife or Laser	\$ 262.17	57520
Endometrial Biopsy	\$ 93.92	58100
 Surgical Consultation	 \$ 89.92	 99203

(APPENDIX A CONTINUED)

PRE-OPERATIVE AND OPERATIVE PROCEDURES

Chest X-Ray	\$ 26.36	71020
Complete Blood Count (CBC)	\$ 10.95	85025
Electrocardiogram (EKG/ECG)	\$ 16.20	93000
Anesthesiologist Fee	\$ 150.00	
Article 28 Facility Fee - Core Biopsy	\$ 513.50	APC0005
Article 28 Facility Fee - Incisional/Excisional Biopsy	\$ 1,605.79	APC0028
Article 28 Facility Fee - Diagnostic LEEP/LEETZ, etc	\$ 1,299.79	APC0193

PATHOLOGY

Pap Smear Cytology, Conventional	\$ 14.97	88164
Pap Smear Cytology, Thin Prep	\$ 26.24	88142
High Risk HPA DNA Hybrid Capture 2 or Cervista HR	\$ 49.71	87621
Fluid Cytology, Breast & Nipple (not Vaginal/Cervical)	\$ 119.39	88173
Surgical Pathology - Level IV	\$ 90.63	88305

COLORECTAL PROCEDURES

FIT	\$ 17.64	82274
Colonoscopy	\$ 340.38	45378
Colonoscopy with Biopsy Single or Multiple	\$ 406.71	45380
Colonoscopy w/removal of Tumor(s), Polyp(s) by Hot Biopsy	\$ 403.34	45384
Colonoscopy w/removal of Tumor(s), Polyp(s) by Snare Technique	\$ 457.74	45385
Sigmoidoscopy	\$ 120.99	45330
Sigmoidoscopy with Polypectomy	\$ 256.87	45333
Flexible Sigmoidoscopy with Biopsy	\$ 144.76	45331
Radiological Exam; Colon, Barium Enema	\$ 135.34	74270
2 nd Technique-Colonoscopy Directed Biopsy	\$ 82.22	
Article 28 Facility Fee - Colonoscopy	\$ 523.18	APC0158
Article 28 Facility Fee - Sigmoidoscopy	\$ 392.22	APC0146

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



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

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

December 3, 2013

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

FN 20 13-444

HEALTH & HUMAN SERVICES
WAYS & MEANS

C-028827 Infrastructure



Dear Mr. Picente:

Attached are five (5) copies of a grant between Oneida County through its Health Department and the New York State Department of Health – Integrated Cancer Services Program.


Goals of this program are to provide leadership, coordinate and administer the program to implement all required activities and meet contractual agreements in a timely manner, ensuring that barriers to implementation of the required activities are addressed to reduce potential effects on program performance; build and maintain collaborative relationships with health, human service, education and other community organizations to provide and promote utilization of cancer screening services among the priority populations throughout the entire proposed service area; implement evidence-based and/or evidence-informed strategies to promote the program, build public demand for cancer screening services and identify eligible clients in priority populations, throughout the service region to meet program performance measures; develop and implement patient navigation strategies to identify individuals in need of screening for breast, cervical and/or colorectal cancer; establish systems and procedures for the provision of comprehensive, guideline-concordant breast, cervical, and colorectal cancer screening and diagnostic services, and when necessary, ensure access to treatment services to eligible populations, according to Cancer Services Program guidelines and data management.

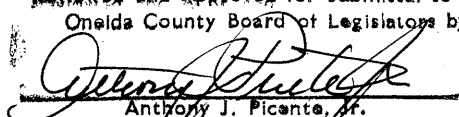
The term of this grant shall become effective on July 1, 2013 through March 31, 2014. (this is a multi-year grant from July 1, 2013 through June 30, 2018) \$187,500 will be reimbursed to Oneida County for the term July 1, 2013 through March 31, 2014. Reimbursement is 100% state funded. This is not a program mandated by Public Health Law.

The reason this grant is being forwarded to you after the commencement date is due to late receipt of grant.

If this meets with your approval, please forward to the Board of Legislators.

Sincerely,


Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

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

Anthony J. Picente, Jr.
County Executive
Date 12/6/13

attachments
ry

ONEIDA COUNTY DEPARTMENT: Public Health Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

Oneida County Board of Legislators

(C-028827)

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Div. of Chronic Disease Prevention
Fiscal Management Unit, Empire State Plaza
Corning Tower, Room 1025
Albany, New York 12237-0675

SUMMARY STATEMENT: Goals of this program are to provide leadership, coordinate and administer the program to implement all required activities and meet contractual agreements in a timely manner, ensuring that barriers to implementation of the required activities are addressed to reduce potential effects on program performance; build and maintain collaborative relationships with health, human service, education and other community organizations to provide and promote utilization of cancer screening services among the priority populations throughout the entire proposed service area; implement evidence-based and/or evidence-informed strategies to promote the program, build public demand for cancer screening services and identify eligible clients in priority populations, throughout the service region to meet program performance measures; develop and implement patient navigation strategies to identify individuals in need of screening for breast, cervical and/or colorectal cancer; establish systems and procedures for the provision of comprehensive, guideline-concordant breast, cervical, and colorectal cancer screening and diagnostic services, and when necessary, ensure access to treatment services to eligible populations, according to Cancer Services Program guidelines and data management.

DATES OF OPERATION: This is a multi-year Agreement from July 1, 2013 through June 30, 2018. Current year of operation is July 1, 2013 through March 31, 2014.

TOTAL FUNDING REQUESTED: \$187,500 will be reimbursed to Oneida County for the term July 1, 2013 through March 31, 2014.

X NEW _____ RENEWAL _____ AMENDMENT _____ EXTENSION

FUNDING SOURCE: 100% state funded

Expense Account: A4091

Revenue Account: A3451

Infrastructure

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address)</p> <p>New York State Department of Health Division of Chronic Disease Prevention Empire State Plaza Corning Tower Room 1025 Albany, NY 12237-0675</p>	<p>BUSINESS UNIT/DEPT. ID: 3450263</p> <p>CONTRACT NUMBER: C028827</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input checked="" type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida County Of</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Integrated Breast, Cervical and Colorectal Cancer Screening Program</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 156000460 DUNS Number (if applicable): 782196489</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Oneida County Department of Health 800 Park Avenue Utica, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: 300100000000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: Art 7-A, 15</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C028827

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: 7/1/2013 To: 6/30/2018</p> <p>CURRENT CONTRACT PERIOD: From: 7/1/2013 To: 3/31/2014</p> <p>AMENDED TERM: From: To:</p> <p>AMENDED PERIOD: From: To:</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i></p> <p>CURRENT: \$187,500</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	--

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

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

ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Attachment A: | <input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions |
| | <input type="checkbox"/> A-2 Federally Funded Grants |
| | |
| <input checked="" type="checkbox"/> Attachment B: | <input checked="" type="checkbox"/> B-1 Expenditure Based Budget |
| | <input type="checkbox"/> B-2 Performance Based Budget |
| | <input type="checkbox"/> B-3 Capital Budget |
| | <input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment) |
| | <input type="checkbox"/> B-2(A) Performance Based Budget (Amendment) |
| | <input type="checkbox"/> B-3(A) Capital Budget (Amendment) |
| | |
| <input checked="" type="checkbox"/> Attachment C: Work Plan | |
| <input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule | |
| <input checked="" type="checkbox"/> Other: E-1 Workers' Compensation Insurance | |
| E-2 Disability Insurance | |

Contract Number: # C028827

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

CONTRACTOR:

Oneida County Department of Health

By: _____

Anthony J. Picente, Jr.
Printed Name

Title: Oneida County Executive

Date: _____

STATE AGENCY:

New York State Department of Health

By: _____

Bradley Hutton, M.P.H.
Printed Name

Title: Director, Center for Community Health

Date: _____

STATE OF NEW YORK

County of _____

On the ___ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Contract Number: # C028827

Page 3 of 3

Master Grant Contract, Face Page

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

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

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

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

Contract Number: # C028827

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

C. Order of Precedence:

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

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

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

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

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

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

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).
Contract Number: # C028827

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

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

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

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

J. Notice:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. **Renewal:**

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

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

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

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

C. Termination:

1. Grounds:

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

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

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

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

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

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

2. Notice of Termination:

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

(i) personal messenger service; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

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

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

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

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

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

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

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

B. Subcontractors:

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

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

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

4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

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

C. Use Of Material, Equipment, Or Personnel:

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

D. Property:

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

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

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

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

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

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

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

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

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
- (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

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

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

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

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

2. *Cost Allocation:*

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

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

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

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

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

G. Publicity:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

L. Workers' Compensation Benefits:

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

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

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

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

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

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

N. Vendor Responsibility:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES
Part A. Agency Specific Clauses

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

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

B. Prohibition on Purchase of Tropical Hardwoods:

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

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

C. MacBride Fair Employment Principles: In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the

MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development

633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

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

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

- G. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

H. Administrative Rules and Audits:

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs:

a) For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

b) For a nonprofit organization other than
(i) an institution of higher education,
(ii) a hospital, or
(iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

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

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

a) If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

b) If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

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

b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

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

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

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

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

L. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

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

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

1. Workers' Compensation, for which one of the following is incorporated into this contract as **Attachment E-1**:

a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Attachment E-2**:

a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

P. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. The CONTRACTOR shall submit to the STATE monthly 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:

**Erica Wade-Loop
NYS Department of Health
Central Field Office
217 South Salina Street
Syracuse, NY 13202**

S. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

T. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or

Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: Stan Mathews
Title: Health Program Administrator
Address: New York State Department of Health
Division of Chronic Disease Prevention
Empire State Plaza
Corning Tower Room 1025
Albany, NY 12237-0675
Telephone Number: 518-474-3050
Facsimile Number: 518-473-2853
E-Mail Address: sxm23@health.ny.gov

Oneida County Department of Health

Name: Wendy Hunt
Title: Program Coordinator
Address: 800 Park Avenue
Utica, NY 13501
Telephone Number: 315-798-5229
Facsimile Number:
E-Mail Address: whunt@ocgov.net

Part B. Program Specific Clauses

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES
Part B. Program Specific Clauses

New York State Department of Health

Department of Health Program Name: Cancer Services Program

Initiative Name: Integrated Breast, Cervical and Colorectal Cancer Screening Program -
Component A – Upstate NY and Long Island

For Agreements Under Which Providers Receive Reimbursement from the State Contractors

- A. The CONTRACTOR shall obtain written approval of the CSP prior to publication or use of all materials, articles, documents, forms, papers, and similar materials whether electronic or paper form (Materials) developed under or in the course of performing this AGREEMENT. Any Materials developed by the CONTRACTOR under or in the course of performing this AGREEMENT must contain the following acknowledgement: “Funded by a grant from the New York State Department of Health, Bureau of Chronic Disease Control” and such Materials must include the Cancer Services Program logo. CONTRACTOR shall obtain prior written approval of the STATE for any publication or use of the Cancer Services Program logo, as per the Program’s Operations Manual (herein referred to as the CSP Operations Manual).

- B. The STATE routinely releases data to the CONTRACTOR in aggregate form to assist in the administration and improvement of the program. Any secondary release by the CONTRACTOR, its officers, employees, agents and subcontractors, of aggregate or individual-level data for any other purposes, including research, requires prior approval from the STATE, and potentially the New York State Department of Health Human Subjects Review Board.

- C. CONTRACTOR shall provide and require any subcontractors to provide, to the STATE information regarding prospective Providers of Screening and Diagnostic Services (herein referred to as “Providers”) as required by the STATE. The STATE agrees to inform the CONTRACTOR in writing as to whether the prospective Providers are acceptable to the STATE in a timely manner. The CONTRACTOR agrees to provide any information that may be required by the STATE to determine whether the Providers continue to satisfy the credentialing criteria established by the

STATE. The CONTRACTOR agrees to solely use Providers that are acceptable to the STATE for services covered by the Cancer Services Program. If the CONTRACTOR is a licensed health care facility, nothing herein shall relieve CONTRACTOR of its legal responsibility for credentialing practitioners, including investigations prior to granting or renewing professional privileges consistent with Public Health Law section 2805-j and 2805-k.

- D. CONTRACTOR shall notify Providers that the STATE requires each participating Provider to maintain a current, unrestricted, valid license to practice their profession in the State of New York or to maintain a current valid license and have obtained prior written approval to participate in the program from the New York State Department of Health if the Provider possesses a current, valid restricted license. CONTRACTOR shall also notify Providers of all the requirements for participation in the Cancer Services Program.
- E. The CONTRACTOR shall notify the STATE of any provider with a restricted professional license seeking to participate in the program and shall not permit the provider to participate in the Program until the CONTRACTOR obtains prior written approval of the provider from the New York State Department of Health.
- F. CONTRACTOR agrees to directly provide screening and/or diagnostic services and agrees to the provisions of the Participating Provider Requirements as included in the CSP Operations Manual. If the CONTRACTOR is unable to directly provide services or, if the CONTRACTOR is a direct provider and supplements its provisions of services by agreements with other providers of screening and diagnostic services, the CONTRACTOR must enter into a written agreement for the provision of services with all Providers determined by the STATE to be acceptable for participation in the Cancer Services Program. The written agreement shall at a minimum include all of the requirements for Provider participation as set forth in the Participating Provider Requirements as included in the CSP Operations Manual and the Cancer Services Program Reimbursement schedule. The Operations Manual and Reimbursement Schedule are provided to all contractors annually and as revisions are made.
- G. The CONTRACTOR will reimburse such providers directly at regular intervals once clinical data has been accepted and approved on the PROGRAM data system, as set forth in the Participating Provider Requirements as included in the CSP Operations Manual.
- H. The CONTRACTOR is not responsible for determining the suitability of any potential Provider. Only the STATE may determine acceptability of any Provider for participation in the program hereunder.

- I. CONTRACTOR shall establish subcontract agreements, regardless of monetary compensation, for required partnership roles, as defined in the CSP Operations Manual, not directly fulfilled by the CONTRACTOR.
- J. CONTRACTOR shall maintain adequate medical, business, financial, personnel, and other records, which may be applicable to the program. CONTRACTOR agrees to provide the STATE access to medical, including original mammograms, consents, business, personnel and/or financial records, and other records, which may be relevant to the Cancer Services Program for purposes of inspection, auditing and copying.
- K. CONTRACTOR agrees to cooperate fully with the STATE's quality assurance efforts, including participating in discussions to explore reasons for unusual data patterns, and facilitating remediation of provider's clinical and/or data reporting deficiencies in a timely manner.
- L. The CONTRACTOR, its officers, employees, agents and subcontractors shall report to the STATE in a timely manner any complaints about the quality of care provided by a Provider. CONTRACTOR shall also notify all other entities dealing with any aspect of performance under this AGREEMENT of their duty to report complaints about a Provider.
- M. CONTRACTOR must obtain a signed New York State Department of Health Consent for Cancer Services Program Participation (CSP Consent) from each Cancer Services Program client participant, in addition to any other consents or authorizations the CONTRACTOR may obtain or which may be required by law to obtain. If the Cancer Services Program client has executed a CSP Consent with a Provider before CONTRACTOR has obtained a CSP Consent, the CONTRACTOR shall preferably obtain a copy of such CSP Consent from the Provider, or CONTRACTOR shall obtain a second signed CSP Consent from the client.
- N. Paragraphs A, J, and K of this Attachment A-1: Part B shall survive termination of the AGREEMENT

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME: Oneida County Of

CONTRACT PERIOD: From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$91,056	\$34,295	37.66%		\$125,351
b) Fringe	\$52,357	\$19,720	37.66%		\$72,077
Subtotal	\$143,413	\$54,015	37.66%	\$0	\$197,428
2. Non Personal Services					
a) Contractual Services	\$12,210	\$21,965	179.89%		\$34,175
b) Travel	\$5,034	\$4,000	79.46%		\$9,034
c) Equipment	\$1,787		0.00%		\$1,787
d) Space/Property & Utilities	\$0	\$4,833			\$4,833
e) Operating Expenses	\$25,056	\$18,689	74.59%		\$43,745
f) Other	\$0				\$0
Subtotal	\$44,087	\$49,487	112.25%	\$0	\$93,574
TOTAL	\$187,500	\$103,502	55.20%	\$0	\$291,002

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY

POSITION TITLE	SALARY				TOTAL
	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	
1. Program Coordinator (portion in-kind)	\$ 42,603		100.00%	9	\$ 30,708
2. Case Manager (portion in-kind)	\$ 40,137		100.00%	9	\$ 28,934
3. Data Manager (portion in-kind)	\$ 41,018		100.00%	9	\$ 29,562
4. Fiscal Services Administrator (portion in-kind)	\$ 82,739		10.00%	9	\$ 1,241
5. Interim Director of Health (portion in-kind)	\$ 81,476		5.00%	9	\$ 611
6. County Attorney (in-kind)					\$ -
7. Public Health Educators (in-kind)					\$ -
8. Public Health Coordinator (in-kind)					\$ -
9. Public Health Nurses (in-kind)					\$ -
10. Computer Support (in-kind)					\$ -
11. Administrative Assistant (in-kind)					\$ -
12. Office Specialist II (in-kind)					\$ -
13.					\$ -
14.					\$ -
15.					\$ -
Subtotal					\$ 91,056
FRINGE - TYPE/DESCRIPTION					
Fringe @ 57.5% (portion in-kind)					\$ 52,357
PERSONAL SERVICES TOTAL					\$ 143,413

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

CONTRACTUAL SERVICES - TYPE/DESCRIPTION		TOTAL
1.	Subcontract Outreach worker (portion in-kind)	\$ 12,210
2.	Billing Specialist (in-kind)	
3.	Office for the Aging (in-kind)	
4.	American Cancer Society (in-kind)	
5.	Mohawk Valley Perinatal Network (in-kind)	
6.	Faxton St. Lukes Healthcare (in-kind)	
7.		
8.		
9.		
10.	TOTAL	\$ 12,210

TRAVEL - TYPE/DESCRIPTION		TOTAL
1.	Mileage /other transportation/hotel	\$ 5,034
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.	TOTAL	\$ 5,034

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

EQUIPMENT - TYPE/DESCRIPTION		TOTAL
1.	Equipment	\$ 1,787
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.	TOTAL	\$ 1,787

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION		TOTAL
1.	Office space (in-kind)	
2.		
3.		
4.		
5.		
	TOTAL	\$ -

SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

5.	<i>SUMMARY</i>	
	TOTAL	\$ -

TYPE/DESCRIPTION OF UTILITY EXPENSES		TOTAL
1.	Phone/internet service (in-kind)	
2.		
3.		
4.		
5.		
	TOTAL	\$ -

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
1. Computer network maintenance	\$ 375
2. Office Supplies	\$ 1,865
3. Postage	\$ 1,884
4. Newspaper Advertising	\$ 960
5. Television Campaign/advertising (portion in-kind)	\$ 12,000
6. Promotional Items	\$ 1,390
7. Provider recognition	\$ 200
8. Partner recognition	\$ 200
9. Medical supplies (portion in-kind)	\$ 100
10. Program meetings	\$ 325
11. Patient recruitment materials	\$ 1,491
12. Screening/recruitment (portion in-kind)	\$ 1,126
13. Registration/materials fee	\$ 3,140
14. Educational materials (in-kind)	
15. Translation services (in-kind)	
TOTAL	\$ 25,056

OTHER - TYPE/DESCRIPTION	TOTAL
1. Transportation (in-kind)	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	\$ -

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY

PROJECT NAME: Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME: Oneida County Of

CONTRACT PERIOD: From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
I. Personal Services		
a) Salary		
1. Program Coordinator (portion in-kind)	\$30,708	<p>The Program/Outreach Coordinator serves as the point of contact for all general communication between the CSP and the partnership. The Program Coordinator is responsible for overseeing the daily management of all aspects of the partnership, facilitating communication and feedback among partnership collaborators, promptly disseminating information or correspondence to collaborators in the partnership, promoting decisions about partnership activities be made collectively with all partners, scheduling, arranging and running partnership meetings, scheduling and running Work Group meetings and staff meetings, preparing and submitting semi-annual reports and other required program documents in a timely manner.</p> <p>Responsibilities as outreach coordinator include:</p> <ul style="list-style-type: none"> • Ensuring that there is a balance of strategies for educating eligible clients about the importance of early detection and screening, that information is available on the services provided by the partnership and active recruitment of eligible clients for cancer screening; • Assisting the partners in developing, implementing and evaluating effective recruitment strategies, with specific emphasis on clients having the greatest need for services and priority populations; • Ensuring that the expertise of each partner is utilized in order to have greater reach into the communities and to maximize the program's effectiveness; • Responsible for recruitment of new providers and will assist with orientation of new providers. Salary for 12 months is \$42,603. $\\$42,603/12 = \\$3,550$ per month. $\\$3,550 \times 9$ months is \$31,950. Grant from Susan G. Komen pays almost 4% (\$1,242)

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY

PROJECT NAME: Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME: Oneida County Of

CONTRACT PERIOD: From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
2. Case Manager (portion in-kind)	\$28,934	The Case Manager works with the providers & partners to assist clients with alleviating any barriers that may prevent the client from keeping scheduled appointments, diagnostic evaluation, and if necessary, treatment. Responsible for assisting clients in receiving comprehensive, coordinated care, in a timely manner, based on individualized needs. Develop individual written care plans providing ongoing reassessment of the clients' needs. Develop linkages with community resources to connect clients to screening and treatment support services. Reassess the clients' needs throughout the duration of care and evaluating client satisfaction. Maintain Designated Qualified Entity (DQE) status, to enroll clients in the Medicaid Cancer Treatment Program. Assist with any barrier which is preventing a client from meeting with the DQE for an interview and informing the client of documents required for the application process. Assist with outreach and recruitment in the community. Salary for 12 months is \$40,137. $\$40,137/12 = \$3,345$ per month. $\$3,345 \times 9$ months is \$30,105. Grant from Susan G. Komen pays almost 4% (\$1,171)

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY

PROJECT NAME: Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME: Oneida County Of

CONTRACT PERIOD: From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
3. Data Manager (portion in-kind)	\$29,562	The Data Manager serves as the point of contact for all data-related communication between the CSP and the partnership. The Data Manager is responsible for promptly submitting data via the program's web-based data system (INDUS) for clients screened by a CSP provider and for whom reimbursement is requested for any clinical service. Assuring that data are submitted promptly in order to expedite payment to service providers and to prevent clients from being billed for covered services. Promptly obtain missing or incorrect information from the provider promptly distributing monthly data reports received from the CSP (including but not limited to the monthly billing report) to the Fiscal Services Administrator. Monitor the partnership's clinical services and infrastructure budgets. Complete Monthly Budget Assessment along with Program Coordinator. Promptly preparing and submitting vouchers to Fiscal Services Administrator on a monthly basis. Attaching the appropriate billing reports and other documentation to vouchers. Maintain status as a DQE to enroll qualified clients in the MCTP. Assist with outreach and recruitment in the community. Salary for 12 months is \$41,018. $\$41,018/12 = \$3,418$ per month. $\$3,418 \times 9$ months is \$30,762. Grant from Susan G. Komen pays almost 4% (\$1,200)

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY

PROJECT NAME: Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME: Oneida County Of

CONTRACT PERIOD: From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
4. Fiscal Services Administrator (portion in-kind)	\$1,241	Administrator with complete oversight of Health Department billing, accounting and finances. Department budget preparation, 20% time with CSP staff for guidance, assists with budgets, and fiscal planning. Does purchase orders, vouchers, mileage payments and quarterly reports BSRO. Responsible to ensure the dispersal of funds to all clinical service providers and contractual employees for infrastructure costs. Attest to the CSP that all costs for which reimbursement is requested are true and accurate, to the best of his knowledge, by signing state vouchers. Salary for 12 months is \$82,739. $\$82,739/12 = \6895 . $\$6,895 \times 9 \text{ months} = \$62,055$. He spends 10% of his time on CSP ($\$62,055 \times 10\% = \$6,206$) and we are looking to reimburse 20% of that time ($\$6,206 \times 20\% = \$1,241$)
5. Interim Director of Health (portion in-kind)	\$611	Administrator with complete oversight of Health Department programs and staff. Provides direct supervision to CSP. Prepares review of state contracts for County Executive and Board Legislators. Salary for 12 months is \$81,476. $\$81,476/12 = \6790 . $\$6790 \times 9 \text{ months} = \$61,110$. She spends 5% of her time on CSP ($\$61,110 \times 5\% = \$3,056$) and we are looking to reimburse 20% of that time ($\$3,056 \times 20\% = \611)
6. County Attorney (in-kind)	\$0	Responsible for legal issues relating to program including contracts. Reviews any documents, contracts or, if needed, charts going to court. Assists with release of information. Consultant for legal matters relating to client situations and general advisor. Average salary for 12 months is \$42,457. $\$42,457/12 = \$3,538$ per month. $\$3,538 \times 9 \text{ months} = \$31,842$. There are 2 Health Educators who spend approximately 10% of their time on CSP = $\$3,184 \times 2 = \$6,368$, all in-kind.

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME: Oneida County Of

CONTRACT PERIOD: From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
7. Public Health Educators (in-kind)	\$0	Assist Coordinator with outreach and education events. Attend Health Fairs and provide information on CSP program. Provide educational cancer information to the public. Participates in Work Group planning, attends partnership meetings. Salary for 12 months is \$48,455. $\$48,455/12 = \$4,038$ a month. $\$4,038 \times 9$ months is \$36,342. Approximately 10% of his time is spent on CSP activities, $\$36,342 \times 10\% = \$3,642$, all in-kind.
8. Public Health Coordinator (in-kind)	\$0	Assists in writing PSA's and other health related information for the media. Edits all Health Education information written prior to sending to the media. Assists with outreach and education events. Schedules and informs staff of scheduled health fairs and other events. Arranges media appearances for coordinator. Salary for 12 months is \$48,455. $\$48,455/12 = \$4,038$ a month. $\$4,038 \times 9$ months is \$36,342. Approximately 10% of his time is spent on CSP activities, $\$36,342 \times 10\% = \$3,642$... all in-kind.
9. Public Health Nurses (in-kind)	\$0	Five Public Health Nurses (PHN) provide 10 hours each a year of door to door outreach in the high risk area of Oneida County. PHN's provide information on OCHD programs and include information on CSP. PHN's distribute CSP brochures, explain the program and refer uninsured residents who consent to CSP. Average salary for 12 months is \$48,080. $\$48,080/12 = \$4,007$ per month. $\$4,007 \times 9$ months is \$36,063. There are 5 nurses who each give about 2% of their time in kind $\$36,063 \times 2\% = 721 \times 5 = \$3,605$.
10. Computer Support (in-kind)	\$0	Provides technical advice and assistance on an as needed basis. Installation of software when needed. Salary for 12 months is \$61,475. $\$61,475/12 = \$5,123$ per month. $\$5,123 \times 9$ months is \$46,107. He spends about 5% of his time on CSP work, all in-kind. $\$46,107 \times 5\% = \$2,305$.
11. Administrative Assistant (in-kind)	\$0	Assists in keeping track of contract process. Trains and advises staff in contract management process. Salary for 12 months is \$38,071. $\$38,071/12 = \$3,173$ per month. $\$3,173 \times 9$ months is \$28,557. She spends about 5% of her time on CSP work, all in-kind. $\$28,557 \times 5\% = \$1,428$.

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY

PROJECT NAME: Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME: Oneida County Of

CONTRACT PERIOD: From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
12. Office Specialist II (in-kind)	\$0	Assists with intake of new CSP clients and recall. CSP work, all in-kind. \$14,418 x 25% = \$3,605
13. 0	\$0	
14. 0	\$0	
15. 0	\$0	
16. 0	\$0	
17. 0	\$0	
18. 0	\$0	
19. 0	\$0	
20. 0	\$0	
21. 0	\$0	
22. 0	\$0	
23. 0	\$0	
24. 0	\$0	
25. 0	\$0	
26. 0	\$0	
27. 0	\$0	
28. 0	\$0	
29. 0	\$0	
30. 0	\$0	
31. 0	\$0	
32. 0	\$0	
33. 0	\$0	
34. 0	\$0	
35. 0	\$0	
36. 0	\$0	
37. 0	\$0	
38. 0	\$0	
39. 0	\$0	

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY

PROJECT NAME: Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME: Oneida County Of

CONTRACT PERIOD: From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
40.0	\$0	
41.0	\$0	
42.0	\$0	
43.0	\$0	
44.0	\$0	
45.0	\$0	
46.0	\$0	
47.0	\$0	
48.0	\$0	
49.0	\$0	
50.0	\$0	
51.0	\$0	
52.0	\$0	
53.0	\$0	
54.0	\$0	
55.0	\$0	
56.0	\$0	
57.0	\$0	
58.0	\$0	
59.0	\$0	
60.0	\$0	
b) Fringe	\$52,357	
Personal Services Subtotal	\$143,413	
2. Non Personal Services		
a) Contractual Services		

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY

PROJECT NAME: Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME: Oneida County Of

CONTRACT PERIOD: From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
1. Subcontract Outreach worker (portion in-kind)	\$12,210	Herkimer County outreach worker: 10 hours a week X \$17 per hour X 39 weeks = \$6630; Madison County Outreach worker: 18 hours/month X \$20/hr X 39 weeks = \$3240...she also works at least 5 hours/month in-kind at free clinic: 5 X \$20 X 12 months= \$1200; Oneida County Outreach worker: In-kind through Komen funds for 10 hrs/wk X \$15/hr X 39 weeks = \$5850. She will provide 4hrs/wk X \$15/hr X 39 weeks = \$2340 under CSP grant.
2. Billing Specialist (in-kind)	\$0	Provides HR services and payroll services to OCHD employees. 19 hours at \$23 per hour = \$437
3. Office for the Aging (in-kind)	\$0	June Hanrahan from Oneida County OFA is a partner and a DQE for our partnership. She completes 3 MCTP applications a year, assists with outreach through the Meals on Wheels Program, includes fliers in her monthly newsletter twice a year, and assists with other outreach activities. Attends at least 2 screening events a year. Attends about 8 Work Group and Partnership meetings per year. 3 MCTP apps/yr at \$29/hr: 3 X \$29 = \$87 5 hrs of time (5 X \$29 = \$145) preparing and including CSP info in monthly newsletter 2 times/year. Prints fliers at @ \$200 (covers both submissions) 2 screening/health & wellness events per year is @ 5 hours of time each: 10 X \$29 = \$290, 8 mtgs/yr at 2 hrs/mtg: 8 X \$58 (2 x \$29) = \$464

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME: Oneida County Of

CONTRACT PERIOD: From: 7/1/2013

To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
4. American Cancer Society (in-kind)	\$0	American Cancer Society is very active on Component Work Groups. Attends Partnership meetings and assists in chairing and planning meetings for events. Peter does advocacy and attends all sustainability meetings with NYS legislators. ACS promotes the CSP on their website, makes referrals. ACS provides meeting space for many Work Group meetings and provides coffee at those meetings. ACS has a DermaScan that they loan to us for health events. All In-Kind contribution. 150 hrs/year of Peter's time at \$42/hr: 150 X \$42 = \$6,300 General advertising of CSP along with ACS events - about \$300/year Literature to distribute at events - about \$300/year. Use of Dermascan for health events: \$50/use X 3 events - \$150. Use of room for Work Group meetings \$20/hr X 2.5 hrs X 6 mtgs = \$300. Donation of coffee/paper products for mtgs: \$7 X 6 mts = \$42
5. Mohawk Valley Perinatal Network (in-kind)	\$0	Participates regularly in Partnership meetings and Component Work Group planning meetings as well as putting in time at CSP run events. MVPN provides meeting space approximately 4 times a year. 50 hours of time at \$25/hr = \$1,250. Use of room at \$20/hr = 2.5 hrs X \$20 X 4 = \$200
6. Faxton St. Lukes Healthcare (in-kind)	\$0	Two staff participate in Work Group meetings and put in a lot of time to help in the planning and implementation of events in which they are involved. Faxton St. Luke's provides a room for meeting space approximately 8 times a year. 70 hours combined time at avg of \$30/hr = \$2100. Use of room at \$20/hr X 2.5 hrs X 8 = \$400
7. 0	\$0	
8. 0	\$0	
9. 0	\$0	
10. 0	\$0	
b) Travel		
1. Mileage /other transportation/hotel	\$5,034	Approximately 990 miles a month by all staff for 9 months at \$0.565 a mile... 990 X 9 X \$0.565 = \$5034
2. 0	\$0	

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY

PROJECT NAME: Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME: Oneida County Of

CONTRACT PERIOD: From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
3.0	\$0	
4.0	\$0	
5.0	\$0	
6.0	\$0	
7.0	\$0	
8.0	\$0	
9.0	\$0	
10.0	\$0	
c) Equipment		
1. Equipment	\$1,787	Our copier/fax costs \$143 a month to lease. Additionally, adding \$500 in case we need to replace some equipment (ie: computer)
2.0	\$0	
3.0	\$0	
4.0	\$0	
5.0	\$0	
6.0	\$0	
7.0	\$0	
8.0	\$0	
9.0	\$0	
10.0	\$0	
d) Space/Property & Utilities		
Rent		
1. Office space (in-kind)	\$0	\$8.95 x 620 sq. ft. = \$5549/12 = \$462 X 9 = \$4158 in-kind
2.0	\$0	
3.0	\$0	
4.0	\$0	
5.0	\$0	
Own		
1.0	\$0	

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME: Oneida County Of

CONTRACT PERIOD: From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
2. 0	\$0	
3. 0	\$0	
4. 0	\$0	
5. 0	\$0	
Utilities		
1. Phone/internet service (in-kind)	\$0	\$15/month x 5 lines = \$75, x 9 months = \$675. 5 lines total, for Program Coordinator, Case Manager, Data Manager, Intake, Fax.....internet included in this cost
2. 0	\$0	
3. 0	\$0	
4. 0	\$0	
5. 0	\$0	
e) Operating Expenses		
1. Computer network maintenance	\$375	Oneida County is requiring that we get encrypted email in order to email patient information to providers and NYS CSP. The cost of this is \$125 per computer for one year. Three computers to have this program: Case Manager, Data Manager and Program Coordinator. 3 X \$125 = \$375
2. Office Supplies	\$1,865	General offices supplies (folders, labels, tape, pens, etc.) \$483. Ink for 2 printers: 2 x 2 x \$300 = \$1200. 7 cartons of paper: 7 x \$26 = \$182
3. Postage	\$1,884	Postage for 200 reminder letters/month (to include 2nd & 3rd reminders) 200 x .46 = \$92 x 9 months = \$828; 1200 postage paid envelopes x .46 = \$552; Additional mailings to include but not be limited to FIT kits; contracts; workplan and budget; reports; payment to providers; Fed Ex or overnight mailings as needed; Certified mail, etc., estimated at \$504 based on similar timeframe and past usage

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME: Oneida County Of

CONTRACT PERIOD: From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
4. Newspaper Advertising	\$960	Steuben: \$434 for 5 dates in Rome paper, \$129 for 3 dates in Boonville paper, \$97 for 3 dates in Remsen paper, Additional funds at approximately \$100 per ad run for 3 events is \$300. Funds to advertise community health events with CSP and Bassett mobile screening unit providing screenings.
5. Television Campaign/advertising (portion in-kind)	\$12,000	We will continue to contract with a local marketing company to administer an ad campaign for us, to include mostly television as this seems to work the best in this area, and some internet. We intend to utilize \$12,000 of DOH funds. (27 spots @ \$15 = \$405, 18 spots @ \$20 = \$360, 54 spots @ \$35 = \$1890, 25 spots @ \$55 = \$1375, 18 spots @ \$85 = \$1530, 16 spots @ \$115 = \$1840, 8 spots @ \$175 = \$1400, 16 spots @ \$200 = \$3200 = \$12000. (Cost of spots varies according to air time.) We have \$4,500 from the Komen Foundation specifically for an ad for our October Screening Week. MPW Marketing provides the following services in-kind: Script & Concept (\$650), Shoot, edit & post-production management (\$525), Media Planning/Negotiation (\$675) Consultation meetings (\$375) for a total of \$2,225. Cost to run the ad is different depending on the time it runs. Rates range from \$20 (mid-morning) to \$300 (evening). The total no-charge value from WKTU is \$5,680, the total no-charge value from Nexstar Communications (TV) is \$2,220 for a total of \$7880.
6. Promotional Items	\$1,390	Bags for health events: 1000 X \$0.31 each = \$310 + \$25 imprint fee = \$335; Ribbon pins to distribute at health events: \$300 for ribbon and safety pins; Pens: 1000 X \$.56 each = \$560 + \$25 imprint fee = \$585; Water bottles to give people who enroll in CSP at health events: 40 X \$3 = \$120 + \$50 imprint fee = \$170
7. Provider recognition	\$200	We will pick 2 providers who have been exceptionally good referrers and go above and beyond to help CSP patients as well as partnering with us on different screening events. We will bring them either a healthy breakfast or light lunch for their office

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME: Oneida County Of

CONTRACT PERIOD: From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
8. Partner recognition	\$200	We will pick 2 partners who have been exceptionally active in the partnership and go above and beyond to help CSP patients as well as partnering with us on different screening events. We will bring them either a healthy breakfast or light lunch for their office
9. Medical supplies (portion in-kind)	\$100	We will provide 5 people in need the prep for their colonoscopies. 5 X \$20 = \$100. The in-kind is money from Komen to pay for head wraps, post mastectomy clothing and/or side effect management supplies for breast cancer patients. In-kind \$1300
10. Program meetings	\$325	2 partnership meetings with 20 attendees at \$2.50 each is \$100; 15 component work group meetings with 10 attendees at \$1.50 each is \$225
11. Patient recruitment materials	\$1,491	Materials associated with recruiting patients such as fliers and event posters. Also, we have a third page to the consent form that we require patients to complete, and we have that printed in duplicate. Consent form: 888 x \$.94 each = \$835; Posters for Screening Week 150 X \$.27 = \$40.50; Posters for Steuben: 50 X \$.27 = \$13.50; General outreach fliers/posters: 500 x \$.25 = \$125 Miscellaneous outreach materials: 500 x \$.25 = \$125 Additional printing of materials for providers, partners, outreach, etc.....\$352
12. Screening/recruitment (portion in-kind)	\$1,126	\$1900 is in-kind funds from Komen to cover costs of Steuben Health Fair and a couple of other breast cancer related events. For the Love Yourself screening event in October, we will put together Goody Bags for 80 participants at about \$5 each = \$400; Door prizes or table fees for 12 Health events at \$25 each = \$300; Light breakfast for Steuben Health Fair for 40 vendors at \$5 each = \$200; Rental of 20 tables for Steuben Health Fair at \$8 per table, damage fee of \$16 and \$50 delivery = \$226

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME: Oneida County Of

CONTRACT PERIOD: From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
13. Registration/materials fee	\$3,140	\$50 membership fee for COMPASS group which is a group of professionals that works with seniors age 55 and older; \$995 X 3 = \$2985 for Program Coordinator, Case Manager & Data Manager to be trained online in Patient Navigation by the Harold P. Freeman Institute for Patient Navigation, to enhance and expand upon our Patient Navigation Skills. \$105 for registration and materials for Chronic Disease Self Management training (3 staff to be trained @ \$35 each)
14. Educational materials (in-kind)	\$0	In kind funds from Komen to purchase some of their breast cancer information \$134
15. Translation services (in-kind)	\$0	Translation services are currently being provided inkind through our Public Health Nurses. The fee that would be charged would be \$55/hour. We utilize them on average 10 hours a year for this: 10 X \$55 = \$550.
f) Other		
1. Transportation (in-kind)	\$0	Through our Komen grant, we have \$200 set aside for transportation to breast cancer screening and/or diagnostic services for women who do not have a means to get to a related appointment.
2. 0	\$0	
3. 0	\$0	
4. 0	\$0	
5. 0	\$0	
6. 0	\$0	
7. 0	\$0	
8. 0	\$0	
Non Personal Services Subtotal	\$44,087	
TOTAL	\$187,500	

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME:

Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME:

Oneida County Of

CONTRACT PERIOD:

From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$91,056	\$34,295	37.66%		\$125,351
b) Fringe	\$52,357	\$19,720	37.66%		\$72,077
	Subtotal	\$143,413	37.66%	\$0	\$197,428
2. Non Personal Services					
a) Contractual Services	\$12,210	\$21,965	179.89%		\$34,175
b) Travel	\$5,034	\$4,000	79.46%		\$9,034
c) Equipment	\$1,787		0.00%		\$1,787
d) Space/Property & Utilities	\$0	\$4,833			\$4,833
e) Operating Expenses	\$25,056	\$18,689	74.59%		\$43,745
f) Other	\$0				\$0
	Subtotal	\$44,087	112.25%	\$0	\$93,574
	TOTAL	\$187,500	55.20%	\$0	\$291,002

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY

POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	SALARY		PERCENTAGE OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
1. Program Coordinator (portion in-kind)	\$ 42,603				100.00%	9	\$ 30,708
2. Case Manager (portion in-kind)	\$ 40,137				100.00%	9	\$ 28,934
3. Data Manager (portion in-kind)	\$ 41,018				100.00%	9	\$ 29,562
4. Fiscal Services Administrator (portion in-kind)	\$ 82,739				10.00%	9	\$ 1,241
5. Interim Director of Health (portion in-kind)	\$ 81,476				5.00%	9	\$ 611
6. County Attorney (in-kind)							\$ -
7. Public Health Educators (in-kind)							\$ -
8. Public Health Coordinator (in-kind)							\$ -
9. Public Health Nurses (in-kind)							\$ -
10. Computer Support (in-kind)							\$ -
11. Administrative Assistant (in-kind)							\$ -
12. Office Specialist II (in-kind)							\$ -
13.							\$ -
14.							\$ -
15.							\$ -
Subtotal							\$ 91,056
FRINGE TYPE/DESCRIPTION							
Fringe @ 57.5% (portion in-kind)							\$ 52,357
PERSONAL SERVICES TOTAL							\$ 143,413

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY

CONTRACTUAL SERVICES - TYPE/DESCRIPTION		TOTAL
1.	Subcontract Outreach worker (portion in-kind)	\$ 12,210
2.	Billing Specialist (in-kind)	
3.	Office for the Aging (in-kind)	
4.	American Cancer Society (in-kind)	
5.	Mohawk Valley Perinatal Network (in-kind)	
6.	Faxton St. Lukes Healthcare (in-kind)	
7.		
8.		
9.		
10.		
TOTAL		\$ 12,210

TRAVEL - TYPE/DESCRIPTION		TOTAL
1.	Mileage/other transportation/hotel	\$ 5,034
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
TOTAL		\$ 5,034

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY

EQUIPMENT - TYPE/DESCRIPTION		TOTAL
1.	Equipment	\$ 1,787
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
TOTAL		\$ 1,787

SPACE/PROPERTY EXPENSES RENT - TYPE/DESCRIPTION		TOTAL
1.	Office space (in-kind)	
2.		
3.		
4.		
5.		
TOTAL		\$ -

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY

SPACE/PROPERTY EXPENSES, OWN - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
TOTAL \$		-

TYPE/DESCRIPTION OF UTILITY EXPENSES		TOTAL
1.	Phone/internet service (in-kind)	
2.		
3.		
4.		
5.		
TOTAL \$		-

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY

OPERATING EXPENSES - FIMBE DESCRIPTION	TOTAL
1. Computer network maintenance	\$ 375
2. Office Supplies	\$ 1,865
3. Postage	\$ 1,884
4. Newspaper Advertising	\$ 960
5. Television Campaign/advertising (portion in-kind)	\$ 12,000
6. Promotional Items	\$ 1,390
7. Provider recognition	\$ 200
8. Partner recognition	\$ 200
9. Medical supplies (portion in-kind)	\$ 100
10. Program meetings	\$ 325
11. Patient recruitment materials	\$ 1,491
12. Screening/recruitment (portion in-kind)	\$ 1,126
13. Registration/materials fee	\$ 3,140
14. Educational materials (in-kind)	
15. Translation services (in-kind)	
TOTAL	\$ 25,056

OTHER TYPE/DESCRIPTION	TOTAL
1. Transportation (in-kind)	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	\$ -

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME:


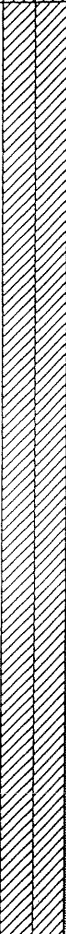
Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME:

Oneida County Of

CONTRACT PERIOD:

From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
1. Personal Services a) Salary		
1. Program Coordinator (portion in-kind)	\$30,708	<p>The Program/Outreach Coordinator serves as the point of contact for all general communication between the CSP and the partnership. The Program Coordinator is responsible for overseeing the daily management of all aspects of the partnership, facilitating communication and feedback among partnership collaborators, promptly disseminating information or correspondence to collaborators in the partnership, promoting decisions about partnership activities be made collectively with all partners, scheduling, arranging and running partnership meetings, scheduling and running Work Group meetings and staff meetings, preparing and submitting semi-annual reports and other required program documents in a timely manner.</p> <p>Responsibilities as outreach coordinator include:</p> <ul style="list-style-type: none"> • Ensuring that there is a balance of strategies for educating eligible clients about the importance of early detection and screening, that information is available on the services provided by the partnership and active recruitment of eligible clients for cancer screening; • Assisting the partners in developing, implementing and evaluating effective recruitment • Ensuring that the expertise of each partner is utilized in order to have greater reach into • Responsible for recruitment of new providers and will assist with orientation of new pr

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME:

Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME:

Oneida County Of

CONTRACT PERIOD:

From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
2. Case Manager (portion in-kind)	\$28,934	<p>The case manager works with the providers & partners to assist clients with alleviating any barriers that may prevent the client from keeping scheduled appointments, diagnostic evaluation, and if necessary, treatment. Responsible for assisting clients in receiving comprehensive, coordinated care, in a timely manner, based on individualized needs. Develop individual written care plans providing ongoing reassessment of the clients' needs. Develop linkages with community resources to connect clients to screening and treatment support services. Reassess the clients' needs throughout the duration of care and evaluating client satisfaction. Maintain Designated Qualified Entity (DQE) status, to enroll clients in the Medicaid Cancer Treatment Program. Assist with any barrier which is preventing a client from meeting with the DQE for an interview and informing the client of documents required for the application process. Assist with outreach and recruitment in the community. Salary for 12 months is \$40,137. \$40,137/12 = \$3,345 per month. \$3,345 x 9 months is \$30,105. Grant</p>

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME:

Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME:

Oneida County Of

CONTRACT PERIOD:

From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
<p>3. Data Manager (portion in-kind)</p>	<p align="center">\$29,562</p>	<p>The Data Manager serves as the point of contact for all data-related communication between the CSP and the partnership. The Data Manager is responsible for promptly submitting data via the program's web-based data system (INDUS) for clients screened by a CSP provider and for whom reimbursement is requested for any clinical service. Assuring that data are submitted promptly in order to expedite payment to service providers and to prevent clients from being billed for covered services. Promptly obtain missing or incorrect information from the provider promptly distributing monthly data reports received from the CSP (including but not limited to the monthly billing report) to the Fiscal Services Administrator. Monitor the partnership's clinical services and infrastructure budgets. Complete Monthly Budget Assessment along with Program Coordinator. Promptly preparing and submitting vouchers to Fiscal Services Administrator on a monthly basis. Attaching the appropriate billing reports and other documentation to vouchers. Maintain status as a DOE to enroll qualified clients in the MCTP. Assist with outreach and recruitment in the community. Salary for 12 months is \$</p>

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY

PROJECT NAME:

CONTRACTOR SFS PAYEE NAME:

CONTRACT PERIOD:

Cancer Services Program of Oneida, Herkimer and Madison Counties

Oneida County Of

From: 7/1/2013

To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
4. Fiscal Services Administrator (portion in-kind)	\$1,241	#####
5. Interim Director of Health (portion in-kind)	\$611	#####
6. County Attorney (in-kind)	\$0	#####
7. Public Health Educators (in-kind)	\$0	#####

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY

PROJECT NAME:

Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME:

Oneida County Of

CONTRACT PERIOD:

From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
8. Public Health Coordinator (in-kind)	\$0	#####
9. Public Health Nurses (in-kind)	\$0	#####
10. Computer Support (in-kind)	\$0	#####
11. Administrative Assistant (in-kind)	\$0	#####
12. Office Specialist II (in-kind)	\$0	Assists with intake of new CSP clients and recall. CSP work, all in-kind. \$14,418 x 25% = \$3,605
13. 0	\$0	
14. 0	\$0	
15. 0	\$0	
16. 0	\$0	
17. 0	\$0	
18. 0	\$0	
19. 0	\$0	
20. 0	\$0	
21. 0	\$0	
22. 0	\$0	
23. 0	\$0	
24. 0	\$0	
25. 0	\$0	
26. 0	\$0	

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY

PROJECT NAME:

CONTRACTOR SFS PAYEE NAME:

Cancer Services Program of Oneida, Herkimer and Madison Counties

Oneida County Of

CONTRACT PERIOD:

From: 7/1/2013

To: 3/31/2014

27.0	28.0	29.0	30.0	31.0	32.0	33.0	34.0	35.0	36.0	37.0	38.0	39.0	40.0	41.0	42.0	43.0	44.0	45.0	46.0	47.0	48.0	49.0	50.0	51.0	52.0	53.0	
CATEGORY OF EXPENSE		BUDGETED		DETAILS																							
			\$0																								
			\$0																								
			\$0																								
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ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY

PROJECT NAME:

Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME:

Oneida County Of

CONTRACT PERIOD:

From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
54.0	\$0	
55.0	\$0	
56.0	\$0	
57.0	\$0	
58.0	\$0	
59.0	\$0	
60.0	\$0	
b) Fringe	\$52,357	
2. Non Personal Services	\$143,413	
a) Contractual Services		
1. Subcontract Outreach worker (portion in-kind)	\$12,210	##### Provides HR services and payroll services to OCHD employees. 19 hours at \$23 per hour = \$437
2. Billing Specialist (in-kind)	\$0	
3. Office for the Aging (in-kind)	\$0	#####
4. American Cancer Society (in-kind)	\$0	#####
5. Mohawk Valley Perinatal Network (in-kind)	\$0	#####

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY

PROJECT NAME:

CONTRACTOR SFS PAYEE NAME:

CONTRACT PERIOD:

Cancer Services Program of Oneida, Herkimer and Madison Counties

Oneida County Of

From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
6. Faxton St. Lukes Healthcare (in-kind)	\$0	#####
7. 0	\$0	
8. 0	\$0	
9. 0	\$0	
10. 0	\$0	
b) Travel		
1. Mileage /other transportation/hotel	\$5,034	Approximately 990 miles a month by all staff for 9 months at \$0.565 a mile...990 X 9 X \$0.565 = \$5034
2. 0	\$0	
3. 0	\$0	
4. 0	\$0	
5. 0	\$0	
6. 0	\$0	
7. 0	\$0	
8. 0	\$0	
9. 0	\$0	
10. 0	\$0	
c) Equipment		
1. Equipment	\$1,787	Our copier/fax costs \$143 a month to lease. Additionally, adding \$500 in case we need to replace some equipment (ie: computer)
2. 0	\$0	
3. 0	\$0	
4. 0	\$0	
5. 0	\$0	
6. 0	\$0	
7. 0	\$0	
8. 0	\$0	

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY

PROJECT NAME:

Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME:

Oneida County Of

CONTRACT PERIOD:

From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
9.0	\$0	
10.0	\$0	
d) Space/Property & Utilities		
Rent		
1. Office space (in-kind)	\$0	\$8.95 x 620 sq. ft. = \$5549/12 = \$462 X 9 = \$4158 in-kind
2.0	\$0	
3.0	\$0	
4.0	\$0	
5.0	\$0	
Own		
1.0	\$0	
2.0	\$0	
3.0	\$0	
4.0	\$0	
5.0	\$0	
Utilities		
1. Phone/internet service (in-kind)	\$0	\$15/month x 5 lines = \$75, x 9 months = \$675. 5 lines total, for Program Coordinator, Case Manager, Data Manager, Intake, Fax.....internet included in this cost
2.0	\$0	
3.0	\$0	
4.0	\$0	
5.0	\$0	
e) Operating Expenses		
1. Computer network maintenance	\$375	#####
2. Office Supplies	\$1,865	General offices supplies (folders, labels, tape, pens, etc.) \$483. Ink for 2 printers: 2 x 2 x \$300 = \$1200. 7 cartons of paper: 7 x \$26 = \$182

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME:

Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME:

Oneida County Of

CONTRACT PERIOD:

From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
3. Postage	\$1,884	#####
4. Newspaper Advertising	\$960	##### We will continue to contract with a local marketing company to administer an ad campaign for us, to include mostly television as this seems to work the best in this area, and some internet. We intend to utilize \$12,000 of DOH funds. (27 spots @\$15 = \$405, 18 spots @\$20 = \$360, 54 spots @\$35 = \$1890, 25 spots @\$55 = \$1375, 18 spots @\$85 = \$1530, 16 spots @\$115 = \$1840, 8 spots @\$175 = \$1400, 16 spots @\$200 = \$3200 = \$12000. (Cost of spots varies according to air time.) We have \$4,500 from the Komen Foundation specifically for an ad for our October Screening Week. MPW Marketing provides the following services in-kind: Script & Concept (\$650), Shoot, edit & post-production management (\$525), Media Planning/Negotiation (\$675) Consultation meetings (\$375) for a total of \$2,225. Cost to run the ad is different depending on the time it runs. Rates range from \$20 (mid-morning) to \$300 (evening). The total no-charge value from WKTV is \$5,680, the total no-charge value from Nexstar Communications (TV) is \$2,220 for a total of \$7880.
5. Television Campaign/advertising (portion in-kind)	\$12,000	
6. Promotional Items	\$1,390	#####
7. Provider recognition	\$200	We will pick 2 providers who have been exceptionally good referrers and go above and beyond to help CSP patients as well as partnering with us on different screening events. We will bring them either a healthy breakfast or light lunch for their office

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY

PROJECT NAME:

Cancer Services Program of Oneida, Herkimer and Madison Counties

CONTRACTOR SFS PAYEE NAME:

Oneida County Of

CONTRACT PERIOD:

From: 7/1/2013
To: 3/31/2014

CATEGORY OF EXPENSE	BUDGETED	DETAILS
8. Partner recognition	\$200	#####
9. Medical supplies (portion in-kind)	\$100	We will provide 5 people in need the prep for their colonoscopies. 5 X \$20 = \$100. The in-kind is money from Komen to pay for head wraps, post mastectomy clothing and/or side effect management supplies for breast cancer patients. In-kind \$1300
10. Program meetings	\$325	2 partnership meetings with 20 attendees at \$2.50 each is \$100; 15 component work group meetings with 10 attendees at \$1.50 each is \$225
11. Patient recruitment materials	\$1,491	#####
12. Screening/recruitment (portion in-kind)	\$1,126	#####
13. Registration/materials fee	\$3,140	#####
14. Educational materials (in-kind)	\$0	In kind funds from Komen to purchase some of their breast cancer information \$134
15. Translation services (in-kind)	\$0	Translation services are currently being provided in-kind through our Public Health Nurses. The fee that would be charged would be \$55/hour. We utilize them on average 10 hours a year for this: 10 X \$55 = \$550.
f) Other		
1. Transportation (in-kind)	\$0	Through our Komen grant, we have \$200 set aside for transportation to breast cancer screening and/or diagnostic services for women who do not have a means to get to a related appointment.
2. 0	\$0	
3. 0	\$0	
4. 0	\$0	
5. 0	\$0	
6. 0	\$0	
7. 0	\$0	
8. 0	\$0	
TOTAL	\$44,087	
Non Personal Services Subtotal	\$187,500	

BUDGET STATEMENT REPORT OF EXPENDITURES

PROJECT NAME: CSP of Oneida Madison and Herkimer Counties

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT #:

CONTRACT PERIOD: From: 7/1/2013

To: 3/31/2014

EXPENDITURE REPORTING PERIOD: From:

To:

CATEGORY OF EXPENSE	INCUMBENTS/ DETAILS	BUDGETED	EXPENDITURES PRIOR PERIOD	CURRENT PERIOD EXPENDITURES	EXPENDITURES TO DATE	BALANCE	NOTES
1. Personal Services							
a) Salary							
1. Program Coordinator (portion in-kind)		\$30,708			\$0.00	\$30,708.00	
2. Case Manager (portion in-kind)		\$28,934			\$0.00	\$28,934.00	
3. Data Manager (portion in-kind)		\$29,562			\$0.00	\$29,562.00	
4. Fiscal Services Administrator (portion in-kind)		\$1,241			\$0.00	\$1,241.00	
5. Interim Director of Health (portion in-kind)		\$611			\$0.00	\$611.00	
6. County Attorney (in-kind)		\$0			\$0.00	\$0.00	
7. Public Health Educators (in-kind)		\$0			\$0.00	\$0.00	
8. Public Health Coordinator (in-kind)		\$0			\$0.00	\$0.00	
9. Public Health Nurses (in-kind)		\$0			\$0.00	\$0.00	
10. Computer Support (in-kind)		\$0			\$0.00	\$0.00	
11. Administrative Assistant (in-kind)		\$0			\$0.00	\$0.00	
12. Office Specialist II (in-kind)		\$0			\$0.00	\$0.00	
13. 0		\$0			\$0.00	\$0.00	
14. 0		\$0			\$0.00	\$0.00	
15. 0		\$0			\$0.00	\$0.00	
16. 0		\$0			\$0.00	\$0.00	
17. 0		\$0			\$0.00	\$0.00	
18. 0		\$0			\$0.00	\$0.00	
19. 0		\$0			\$0.00	\$0.00	
20. 0		\$0			\$0.00	\$0.00	
21. 0		\$0			\$0.00	\$0.00	
22. 0		\$0			\$0.00	\$0.00	
23. 0		\$0			\$0.00	\$0.00	
24. 0		\$0			\$0.00	\$0.00	
25. 0		\$0			\$0.00	\$0.00	
26. 0		\$0			\$0.00	\$0.00	
27. 0		\$0			\$0.00	\$0.00	
28. 0		\$0			\$0.00	\$0.00	
29. 0		\$0			\$0.00	\$0.00	
30. 0		\$0			\$0.00	\$0.00	
31. 0		\$0			\$0.00	\$0.00	
32. 0		\$0			\$0.00	\$0.00	
33. 0		\$0			\$0.00	\$0.00	
34. 0		\$0			\$0.00	\$0.00	
35. 0		\$0			\$0.00	\$0.00	
36. 0		\$0			\$0.00	\$0.00	
37. 0		\$0			\$0.00	\$0.00	
38. 0		\$0			\$0.00	\$0.00	
39. 0		\$0			\$0.00	\$0.00	
40. 0		\$0			\$0.00	\$0.00	
41. 0		\$0			\$0.00	\$0.00	
42. 0		\$0			\$0.00	\$0.00	
43. 0		\$0			\$0.00	\$0.00	
44. 0		\$0			\$0.00	\$0.00	
45. 0		\$0			\$0.00	\$0.00	
46. 0		\$0			\$0.00	\$0.00	
47. 0		\$0			\$0.00	\$0.00	
48. 0		\$0			\$0.00	\$0.00	
49. 0		\$0			\$0.00	\$0.00	
50. 0		\$0			\$0.00	\$0.00	
51. 0		\$0			\$0.00	\$0.00	

BUDGET STATEMENT REPORT OF EXPENDITURES

PROJECT NAME: CSP of Oneida Madison and Herkimer Counties

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT #:

CONTRACT PERIOD:

From: 7/1/2013

To: 3/31/2014

EXPENDITURE REPORTING PERIOD:

From:

To:

CATEGORY OF EXPENSE	INCUMBENTS / DETAILS	BUDGETED	EXPENDITURES PRIOR PERIOD	CURRENT PERIOD EXPENDITURES	EXPENDITURES TO DATE	BALANCE	NOTES
52. 0		\$0			\$0.00	\$0.00	
53. 0		\$0			\$0.00	\$0.00	
54. 0		\$0			\$0.00	\$0.00	
55. 0		\$0			\$0.00	\$0.00	
56. 0		\$0			\$0.00	\$0.00	
57. 0		\$0			\$0.00	\$0.00	
58. 0		\$0			\$0.00	\$0.00	
59. 0		\$0			\$0.00	\$0.00	
60. 0		\$0			\$0.00	\$0.00	
b) Fringe		\$52,357			\$0.00	\$52,357.00	
Personal Services Subtotal		\$143,413	\$0.00	\$0.00	\$0.00	\$143,413.00	
2. Non Personal Services							
a) Contractual Services							
1. Subcontract Outreach worker (portion in-kind)		\$12,210			\$0.00	\$12,210.00	
2. Billing Specialist (in-kind)		\$0			\$0.00	\$0.00	
3. Office for the Aging (in-kind)		\$0			\$0.00	\$0.00	
4. American Cancer Society (in-kind)		\$0			\$0.00	\$0.00	
5. Mohawk Valley Perinatal Network (in-kind)		\$0			\$0.00	\$0.00	
6. Faxton St. Lukes Healthcare (in-kind)		\$0			\$0.00	\$0.00	
7. 0		\$0			\$0.00	\$0.00	
8. 0		\$0			\$0.00	\$0.00	
9. 0		\$0			\$0.00	\$0.00	
10. 0		\$0			\$0.00	\$0.00	
b) Travel							
1. Milcage /other transportation/hotel		\$5,034			\$0.00	\$5,034.00	
2. 0		\$0			\$0.00	\$0.00	
3. 0		\$0			\$0.00	\$0.00	
4. 0		\$0			\$0.00	\$0.00	
5. 0		\$0			\$0.00	\$0.00	
6. 0		\$0			\$0.00	\$0.00	
7. 0		\$0			\$0.00	\$0.00	
8. 0		\$0			\$0.00	\$0.00	
9. 0		\$0			\$0.00	\$0.00	
10. 0		\$0			\$0.00	\$0.00	
c) Equipment							
1. Equipment		\$1,787			\$0.00	\$1,787.00	
2. 0		\$0			\$0.00	\$0.00	
3. 0		\$0			\$0.00	\$0.00	
4. 0		\$0			\$0.00	\$0.00	
5. 0		\$0			\$0.00	\$0.00	
6. 0		\$0			\$0.00	\$0.00	
7. 0		\$0			\$0.00	\$0.00	
8. 0		\$0			\$0.00	\$0.00	
9. 0		\$0			\$0.00	\$0.00	
10. 0		\$0			\$0.00	\$0.00	
d) Space/Property & Utilities							
Rent							
1. Office space (in-kind)		\$0			\$0.00	\$0.00	
2. 0		\$0			\$0.00	\$0.00	
3. 0		\$0			\$0.00	\$0.00	
4. 0		\$0			\$0.00	\$0.00	
5. 0		\$0			\$0.00	\$0.00	
Own							

BUDGET STATEMENT REPORT OF EXPENDITURES

PROJECT NAME: CSP of Oneida Madison and Herkimer Counties

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT #:

CONTRACT PERIOD: From: 7/1/2013 To: 3/31/2014

EXPENDITURE REPORTING PERIOD: From: To:

CATEGORY OF EXPENSE	INCUMBENT(S) / DETAILS	BUDGETED	EXPENDITURES PRIOR PERIOD	CURRENT PERIOD EXPENDITURES	EXPENDITURES TO DATE	BALANCE	NOTES
1. 0		\$0			\$0.00	\$0.00	
2. 0		\$0			\$0.00	\$0.00	
3. 0		\$0			\$0.00	\$0.00	
4. 0		\$0			\$0.00	\$0.00	
5. 0		\$0			\$0.00	\$0.00	
<i>Utilities</i>							
1. Phone/internet service (in-kind)		\$0			\$0.00	\$0.00	
2. 0		\$0			\$0.00	\$0.00	
3. 0		\$0			\$0.00	\$0.00	
4. 0		\$0			\$0.00	\$0.00	
5. 0		\$0			\$0.00	\$0.00	
<i>e) Operating Expenses</i>							
1. Computer network maintenance		\$375			\$0.00	\$375.00	
2. Office Supplies		\$1,865			\$0.00	\$1,865.00	
3. Postage		\$1,884			\$0.00	\$1,884.00	
4. Newspaper Advertising		\$960			\$0.00	\$960.00	
5. Television Campaign/advertising (portion in-kind)		\$12,000			\$0.00	\$12,000.00	
6. Promotional Items		\$1,390			\$0.00	\$1,390.00	
7. Provider recognition		\$200			\$0.00	\$200.00	
8. Partner recognition		\$200			\$0.00	\$200.00	
9. Medical supplies (portion in-kind)		\$100			\$0.00	\$100.00	
10. Program meetings		\$325			\$0.00	\$325.00	
11. Patient recruitment materials		\$1,491			\$0.00	\$1,491.00	
12. Screening/recruitment (portion in-kind)		\$1,126			\$0.00	\$1,126.00	
13. Registration/materials fee		\$3,140			\$0.00	\$3,140.00	
14. Educational materials (in-kind)		\$0			\$0.00	\$0.00	
15. Translation services (in-kind)		\$0			\$0.00	\$0.00	
<i>f) Other</i>							
1. Transportation (in-kind)		\$0			\$0.00	\$0.00	
2. 0		\$0			\$0.00	\$0.00	
3. 0		\$0			\$0.00	\$0.00	
4. 0		\$0			\$0.00	\$0.00	
5. 0		\$0			\$0.00	\$0.00	
6. 0		\$0			\$0.00	\$0.00	
7. 0		\$0			\$0.00	\$0.00	
8. 0		\$0			\$0.00	\$0.00	
Non Personal Services Subtotal		\$44,087	\$0.00	\$0.00	\$0.00	\$44,087.00	
TOTAL		\$187,500	\$0.00	\$0.00	\$0.00	\$187,500.00	

Applicant Name: Oneida County through it's Health Department

Goal 1: Program Management and Leadership (Includes Fiscal Management)

Provide leadership, coordinate and administer the program to implement all required activities and meet contractual agreements in a timely manner, ensuring that barriers to implementation of the required activities are addressed to reduce potential effects on program performance.

				For Year End Report <i>Only</i>	
Objectives	Activities planned to achieve this objective	Staff/Partners responsible	Completed by (month & year)	Status as of: 3/31/2014	
1.	Hire and maintain a qualified staffing structure by 10/31/13, addressing all required functions prior to initiating cancer screening services.	The CSP of Oneida, Herkimer & Madison counties is fully staffed with full time Program Coordinator, Case Manager & Data Manager and 3 part-time Outreach Workers.	Program Coordinator	7/11/2014	
2.	Develop fiscal and operational systems to expend >95% of the state and federal clinical service allocation and ensure services are provided throughout the full program year.	The CSP will be promoted through education, advertisement & screening events to recruit eligible clients. We will screen all eligible clients and offer all services for which the clients are eligible. We schedule all appointments once consent forms are returned, allowing us to best keep track of what services are being provided. A Microsoft Access program is used to keep track of all clients, their screenings, and reports. This program also tracks dollar amounts so we can tally how much we are spending as we go. Budget Assessment Tool will be done monthly and submitted to Regional Manager.	Program Coordinator, Outreach workers, Data Manager, Case Manager	3/14	
3.	Develop systems to ensure prompt reimbursement of health care providers and clinical laboratories for clinical services rendered (component A only).	All SIF & FF entered as services are completed. Data Manager prepares monthly billing report for Fiscal Services Administrator, who prepares all vouchers for Reimbursement and submits them to Regional Manager.	Program Coordinator, Case Manager, Data Manager, Fiscal Services Administrator	3/14	

Applicant Name: Oneida County through it's Health Department

Goal 1: Program Management and Leadership (Includes Fiscal Management)

Provide leadership, coordinate and administer the program to implement all required activities and meet contractual agreements in a timely manner, ensuring that barriers to implementation of the required activities are addressed to reduce potential effects on program performance.

Objectives	Activities planned to achieve this objective	Staff/Partners responsible	Completed by (month & year)	Status as of: 3/31/2014
	Fiscal Services Administrator also prepares vouchers to reimburse providers and submits to Oneida County Audit & Control for payment to providers. Data Manager checks voucher report against Monthly Billing Report to ensure payment is made accurately.			
4. Annual work plans, budgets and reports and other program deliverables are submitted accurately and on time (by CSP deadline), using standard reporting formats provided by the CSP.	Program Coordinator will complete all work plans, budgets and reports with help of program staff and submit in standard format by due date to Regional Manager.	Program Coordinator, Data Manager, Case Manager, Regional Manager	3/2014	
5. Accurate and timely (by end of each month) submission of ≥ 75% of monthly vouchers between July 1, 2013 and March 31, 2014.	All SIF & FF entered into Indus as pending as soon as client is screened. As soon as reports are received, this information is also entered in Indus. Data Manager submits billing to Fiscal Services Administrator who prepares vouchers for reimbursement and sends to Regional Manager. -This process is done monthly.	Data Manager, Case Manager, Fiscal Services Administrator, Regional Manager	3/2014	
6. Conduct at least 8 # educational visits to inform community members and decision makers about the impact of cancer, how the local CSP program addresses the problem, and the unmet need	Program Coordinator will visit annually with NYS legislators to educate and inform about the CSP. Program Coordinator and Outreach staff will arrange to provide educational sessions to community members and community organizations.	Program Coordinator, Outreach Staff	3/2014	

For Year End Report Only

Status as of: 3/31/2014

Applicant Name: Oneida County through it's Health Department

Goal 1: Program Management and Leadership (Includes Fiscal Management)

Provide leadership, coordinate and administer the program to implement all required activities and meet contractual agreements in a timely manner, ensuring that barriers to implementation of the required activities are addressed to reduce potential effects on program performance.

					For Year End Report Only
					Status as of: 3/31/2014
Objectives	Activities planned to achieve this objective	Staff/Partners responsible	Completed by (month & year)		
7. Develop and implement a reciprocal referral system between the program and Medicaid, Family Health Plus or other public health insurance programs.	A reciprocal referral system is in place with facilitated enrollers, community health advocate and Medicaid staff whereby phone contact is made by the CSP or to the CSP to refer clients for public health insurance or CSP services as needed.	Facilitated Enrollers, Community Health Advocate, Medicaid staff, Case Manager, Data Manager, Program Coordinator	3/2014		

Applicant Name: Oneida County through it's Health Department

Goal 2: Partnering, Coordination and Collaboration

Build and maintain collaborative relationships with health, human service, education and other community organizations to provide and promote utilization of cancer screening services among the priority populations throughout the entire proposed service area.

For Year End Report Only

Objectives	Activities planned to achieve this objective	Staff/Partners responsible	Completed by (month & year)	Status as of: 3/31/2014
1. Collaborate and actively engage organizations and individuals throughout the service area to assist in implementing required activities and meet or exceed program performance measures.	We will utilize CSP component work groups to plan and implement events with partners that will fulfill required activities and help meet or exceed program performance measures. We will work with provider offices to do in-reach and find patients that are eligible for CSP services.	Program Coordinator, Outreach staff, Case manager	3/2014	
2. Establish and maintain relationships with community-based organizations and/or providers who are referral sources for clients or client services necessary to reduce barriers to screening or follow-up such as childcare, medical equipment or transportation.	CSP will maintain relationships with current partners and expand the partnership to further engage the local Community Action Programs who have access to many programs that would benefit CSP clients in need of barrier reducing services. We will utilize OCHD's grant from the CNY Affiliate of Susan G. Komen for the Cure to assist in transportation, medical equipment or childcare needs for women being screened for breast cancer. We will continue to participate in local COMPASS group which is an organization of health professionals in the area that provide services to people age 50+, to refer clients to for services to help reduce barriers.	Program Coordinator, Outreach staff, Data Manager, Case Manager, Partners	3/2014	
3. Develop and implement plan to regularly communicate with partners and providers about	Communication is accomplished through a quarterly newsletter to all partners, providers, elected officials and select	Program Coordinator, Case Manager, Data	3/2014	

Applicant Name: Oneida County through it's Health Department

Goal 2: Partnering, Coordination and Collaboration

Build and maintain collaborative relationships with health, human service, education and other community organizations to provide and promote utilization of cancer screening services among the priority populations throughout the entire proposed service area.

					For Year End Report Only
					Status as of: 8/31/2014
Objectives	Activities planned to achieve this objective	Staff/Partners responsible	Completed by (month & year)		
<p>program services and operations.</p> <p>4. Recruit and/or maintain 7# Designated Qualified Entities (DQEs) to adequately meet the needs of the program to assist eligible men and women with enrollment in the MCTP, including those not screened through the CSP.</p>	<p>community organizations; letters via fax, email & postal mail to providers & partners to communicate changes & updates and to remind of CSP services and operations. Program Coordinator and outreach workers visit provider sites at least 4 times a year to bring information and discuss changes and updates. Program Coordinator, Case Manager & Data Manager have regular phone contact with provider offices to communicate changes and updates. All NYS DOH information that is provided to the CSP is distributed to CSP providers (ie: Operations Manual, CSP Program Updates)</p>	<p>Manager, Outreach Staff</p>	<p>3/2014</p>		

Applicant Name: Oneida County through it's Health Department

Goal 3: Public Education, Targeted Outreach and In-Reach Activities

Implement evidence-based and/or evidence-informed strategies to promote the program, build public demand for cancer screening services and identify eligible clients in priority populations, throughout the service region to meet program performance measures (# 1, 2, 4, and 7).

					For Year End Report Only
					Status as of: 3/31/2014
Objectives	Activities planned to achieve this objective	Staff/Partners responsible	Completed by (month & year)		
<p>1. Ensure implementation of effective strategies for educating members of priority populations about the importance of early detection and screening for breast, cervical and colorectal cancer</p>	<p>Educational materials provided by NYS DOH and ACS will be used to educate members of the priority population on the importance of early detection and screening. We will work with both CSP providers, non-CSP providers, and CSP partners to offer this information. We will introduce NYS Cancer Control Plan to providers and partners and solicit commitments to utilize strategies outlined in the plan, and in the Community Guide, to educate and influence population attitudes and beliefs about cancer screening.</p>	<p>Program Coordinator, Outreach staff, CSP Providers and Partners</p>	<p>3/2014</p>		
<p>2. Ensure the delivery of clear and consistent messages about breast, cervical and colorectal cancer screening and promote the availability of the local screening program using traditional and digital media, letters to the editor, etc.</p>	<p>We work with an advertising agency to create and deliver a consistent CSP message in the local media. Outreach staff maintain Facebook and Twitter accounts that offer educational information about screenings, promote the CSP and the events CSP implements. We will utilize letter to the editor and "OpEd" opportunities in local newspapers. Any information developed by the advertising agency or CSP staff goes through NYS DOH materials campaign review process.</p>	<p>Program Coordinator, MPW Marketing, Outreach staff</p>	<p>3/2014</p>		
<p>3. Each month, ≥ 75% of screening mammogram clients</p>	<p>We will provide screening opportunities to women via special events and Bassett</p>	<p>Program Coordinator, Case</p>	<p>3/2014</p>		

Applicant Name: Oneida County through it's Health Department

Goal 3: Public Education, Targeted Outreach and In-Reach Activities				For Year-End Report Only
Implement evidenced-based and/or evidence-informed strategies to promote the program, build public demand for cancer screening services and identify eligible clients in priority populations, throughout the service region to meet program performance measures (# 1, 2, 4, and 7).				
Objectives	Activities planned to achieve this objective	Staff/Partners responsible	Completed by (month & year)	Status as of 3/31/2014
#1) will be ages 50 and older. (PM	Healthcare's mobile screening unit to reach PM #1. We will work through primary care provider offices to refer eligible women who are 50 and older for mammography. We will participate in community events aimed at women who are 50 or older to offer CSP information. We will work closely with Federally Qualified Health Center in Utica and the Free Clinic in Oneida to ensure they refer all eligible women ages 50-64 to the CSP for mammograms. We will work through CSP component work group on women's health to implement events catering to women who are 50 and older, providing information on breast cancer and offering enrollment into the CSP for those who are eligible. Consult the Community Guide and the NYS Cancer Control Plan for ideas.	Manager, Data Manager, Outreach Staff, CSP providers		
4. Each month, ≥ 20% of initial program funded pap tests will be for women who are rarely or never screened. (PM #2)	Whenever possible we will have a provider on the Bassett Mobile Screening Unit who can provide Pap/pelvic exams for eligible women when we do mobile screening events. We will work with CSP providers that do Paps to identify & refer eligible women in their practices to the CSP for Pap/pelvic exams. We will participate in relevant community events to provide	CSP providers, Program Coordinator, Case Manager, Data Manager, Outreach staff, Partner organizations	3/2014	

Applicant Name: Oneida County through it's Health Department

Goal 3: Public Education, Targeted Outreach and In-Reach Activities

Implement evidenced-based and/or evidence-informed strategies to promote the program, build public demand for cancer screening services and identify eligible clients in priority populations, throughout the service region to meet program performance measures (# 1, 2, 4, and 7).

				For Year End Report Only
Objectives	Activities planned to achieve this objective	Staff/Partners responsible	Completed by (month & year)	Status as of: 3/31/2014
<p>5. Each month \geq 20% of clients age 50 and older who were screened in the program during the most recent 12 months will be men. (PM #4)</p>	<p>information on the CSP and recruit this population. The outreach worker will be at the free clinic in Oneida, NY at least twice a month to enroll eligible women for Pap/pelvic exams, educating on the importance of regular cervical screening. We will work through CSP component work group on women's health to offer events catered to women, providing information on cervical cancer and offering enrollment into the CSP for those who are eligible. Consult the Community Guide and the NYS Cancer Control Plan for ideas.</p>	<p>Outreach staff will be at the free clinic in Oneida, NY at least twice a month to enroll eligible men for FIT kits and educate on the importance of regular colorectal screening. We will work with CSP providers to identify self-pay men for FIT kit distribution. We will participate in relevant community events to provide information on the CSP and recruit this population. We will work with urology offices in all 3 counties to offer CSP services to men who are uninsured. We will work through CSP component work group on men's health to offer events catered to men, providing information on colorectal cancer and offering FIT kits to those who</p>	<p>3/2014</p>	

Applicant Name: Oneida County through it's Health Department

Goal 3: Public Education, Targeted Outreach and In-Reach Activities

Implement evidenced-based and/or evidence-informed strategies to promote the program, build public demand for cancer screening services and identify eligible clients in priority populations, throughout the service region to meet program performance measures (# 1, 2, 4, and 7).

For Year End Report Only

Objectives	Activities planned to achieve this objective	Staff/Partners responsible	Completed by (month & year)	Status as of: 3/31/2014
<p>6. Each month, ≥ 50% of women age 50 and older will receive comprehensive cancer screening (breast, cervical and colorectal cancer screenings). (PM #7)</p>	<p>All women screened who are 50 and older are offered all 3 screenings. We will participate in relevant community events to promote the CSP and recruit women eligible for comprehensive screenings. Outreach staff will be at the free clinic in Oneida, NY at least twice a month to enroll eligible women for comprehensive screenings and educate on the importance of regular breast, cervical and colorectal screenings. We will work through CSP component work group on women's health to offer events catered to women, providing information on all 3 cancers and offering enrollment into the CSP for those who are eligible. Consult the Community Guide and the NYS Cancer Control Plan for ideas.</p>	<p>Program Coordinator, Case Manager, Data Manager, Outreach staff, Partner organizations</p>	<p>3/2014</p>	
<p>7. Plan and implement in-reach strategies among health care providers to identify individuals in need of cancer screening</p>	<p>We will make available to participating CSP providers a letter with basics about the program as well as contact information that the providers can send to self-pay patients along with a CSP pamphlet. We will provide outreach in the offices of some providers that have heavier traffic (ie: Federally Qualified Health Center in Utica). We will target some of our outreach to non-</p>	<p>Program Coordinator, Outreach staff Providers</p>	<p>12/31/2013</p>	

Applicant Name: Oneida County through it's Health Department

Goal 3: Public Education, Targeted Outreach and In-Reach Activities				
Implement evidenced-based and/or evidence-informed strategies to promote the program, build public demand for cancer screening services and identify eligible clients in priority populations, throughout the service region to meet program performance measures (# 1, 2, 4, and 7).				
Objectives	Activities planned to achieve this objective	Staff/Partners responsible	Completed by (month & year)	Status as of: 3/31/2014
	participating providers who see uninsured patients and need to refer them out for mammograms that the CSP can provide.			

Applicant Name: Oneida County through it's Health Department

Goal 3a: Patient Navigation and In-Reach (Required for Component B)

Develop and implement patient navigation strategies to identify individuals in need of screening for breast, cervical and/or colorectal cancer.

					For Year End Report Only
					Status as of: 3/31/2014
Objectives	Activities planned to achieve this objective	Staff/Partners responsible	Completed by (month & year)		
<p>1. Establish systems to work with health care providers to query electronic medical records to identify individuals in need of screening for breast, cervical and/or colorectal cancer for potential enrollment in the program.</p>	<p>Local CSP will work with each provider site to develop a plan to query their systems to identify patients that would be eligible for the CSP. Local CSP will provide a letter about our services and brochures that the offices can send the patients. Local CSP will offer to be in the provider office monthly to enroll those patient who are eligible.</p>	<p>Program Coordinator, CSP Providers, Outreach staff</p>	<p>3/2014</p>		
<p>2. Build relationships within the health system, outside the health system and with partners to provide information about the patient navigation function.</p>	<p>Program Coordinator, Case Manager & Data Manager will be certified in patient navigation through the Harold P. Freeman Institute for Patient Navigation to enhance our skills and learn new methods of engaging the patients in the process. We will work through our CSP partnership to educate all about our training and offer our skills to help them navigate their patients to needed services. We will develop an abbreviated Resource Directory based on our own internal Directory that we can provide to the Partnership members and other community organizations to assist their clients and patients.</p>	<p>Program Coordinator, Data Manager, Case Manager, CSP Partners and Providers</p>	<p>3/2014</p>		

Applicant Name: Oneida County through it's Health Department

Goal 4: Provision of Health Services: Screening, Diagnostic and Case Management

Establish systems and procedures for the provision of comprehensive, guideline-concordant breast, cervical, and colorectal cancer screening and diagnostic services, and when necessary, ensure access to treatment services to eligible populations, according to CSP guidelines.

Objectives	Activities planned to achieve this objective	Staff/Partners responsible	Completed by (month & year)	Status as of: 3/31/2014
<p>1. Recruit and maintain a comprehensive provider network able to provide high-quality, guideline-concordant breast, cervical, and colorectal cancer screening, diagnostic services, and treatment referrals, throughout the service area.</p>	<p>The CSP has wide network of local providers who participate, and will maintain this network. We will continue to assess the need for additional providers. We maintain an up to date listing of these providers. We will develop listing of providers in the area that accept Medicaid.</p>	<p>Program Coordinator, Case Manager, Data Manager</p>	<p>3/2014</p>	
<p>2. Establish and maintain annual written provider agreements (which include Contract Appendix A-3 in its entirety) as the agent of NYS with the program and clinical service providers.</p>	<p>Agreements and attachments are prepared and sent 2 months prior to the date it is due to expire. A spreadsheet is maintained of all providers and contractors to track the progress of agreements.</p>	<p>Program Coordinator</p>	<p>10/2013</p>	
<p>3. Complete required provider credentialing activities by deadlines and as necessary, including submission of CSP credentialing workbook, new provider site code request forms, and site code change of information forms.</p>	<p>The annual credentialing workbook is completed promptly and accurately. As changes to provider sites are noted, the Data Unit is made aware via a change of information form. Site code and credentialing work is completed on new providers while the provider is going through the contracting process.</p>	<p>Program Coordinator, Case Manager, Data Manager</p>	<p>10/2013</p>	
<p>4. Establish and monitor systems for intake activities and program eligibility, including risk-based assessment for</p>	<p>Centralized intake is done, eligibility is determined on the phone. Once level of risk is assessed, using the risk status section of the SIF, it is determined if CSP needs</p>	<p>Program Coordinator, Data Manager, Case Manager, Director</p>	<p>3/2014</p>	

For Year End Report Only

Status as of: 3/31/2014

Attachment C Work Plan

Applicant Name: Oneida County through it's Health Department

Goal 4: Provision of Health Services: Screening, Diagnostic and Case Management

Establish systems and procedures for the provision of comprehensive, guideline-concordant breast, cervical, and colorectal cancer screening and diagnostic services, and when necessary, ensure access to treatment services to eligible populations, according to CSP guidelines.

For Year End Report Only

Objectives	Activities planned to achieve this objective	Staff/Partners responsible	Completed by (month & year)	Status as of: 3/31/2014
<p>new clients, obtaining signed CSP consent for services and attestation of eligibility <i>PROR</i> to services being performed.</p>	<p>documentation of this risk. If so, client or provider will be asked to provide such. Clients are sent consent forms with a return envelope, and asked to indicate preferred days and times for appointments. If consent form is not received back within 2 weeks, client is called (and if necessary a letter is sent) to remind client to return consent in order to be scheduled for services. When CSP receives consent back with preferred days and times, CSP staff makes appointment and notifies client of date and time. Clinical oversight is provided by the Director of Health if needed.</p>	<p>of Health Program Coordinator, Case Manager, Data Manager, Outreach staff</p>	<p>3/2014</p>	
<p>5. Establish a system or systems to obtain required CSP client services information from each provider or health system to complete and submit screening intake and follow-up forms in a timely manner as per PM #s 14 & 15.</p>	<p>Providers are continually reminded that reports are needed in a timely manner (60 days for a normal screening, 72 hours for an abnormal). The initial fax to provider office when scheduling a patient includes information about when CSP needs reports. Case Manager & Data Manager utilize Microsoft Access program to keep track of appointments and reports. They consult this weekly to see if all reports are received.</p>	<p>Program Coordinator, Case Manager, Data Manager</p>	<p>3/2014</p>	
<p>6. Establish a system to recall clients for rescreening at appropriate intervals.</p>	<p>Recall list in Indus pulled one month ahead. Initially a call is made to determine eligibility. If no response, message left. If client does not call within 3 - 4 weeks, a letter is sent. After 3 - 4 weeks, a second letter is sent. If</p>	<p>Program Coordinator, Case Manager, Data Manager</p>	<p>3/2014</p>	

Applicant Name: Oneida County through it's Health Department

Goal 4: Provision of Health Services: Screening, Diagnostic and Case Management
 Establish systems and procedures for the provision of comprehensive, guideline-concordant breast, cervical, and colorectal cancer screening and diagnostic services, and when necessary, ensure access to treatment services to eligible populations, according to CSP guidelines.

Objectives	Activities planned to achieve this objective	Staff/Partners responsible	Completed by (month & year)	Status as of: 3/31/2014
<p>7. Each month, \geq 75% of abnormal cervical screens, 75% of abnormal breast screens, and 75% of abnormal fecal tests will be followed up and a final diagnosis determined within the appropriate timeframe of the original abnormal finding. (PM #s 10, 11, & 12)</p>	<p>still no contact, another call is made before a final letter is sent. If a final letter is needed, it is sent certified. If no response, client is discharged.</p> <p>Once an abnormal report is received, Case Manager discusses results with provider, and once the client is aware of the findings, contacts client to offer case management services. Director of Health reviews reports as needed and provides clinical oversight. Case Manager assesses barriers, discusses options and develops a plan of care with each client. Case Manager makes appointments for follow-up within 72 hours of receipt of report. If a diagnosis of cancer occurs, the Case Manager will refer client to a DQE to complete the application for MCTP.</p>	<p>Case Manager, Data Manager, Director of Health, DQEs</p>	<p>3/2014</p>	
<p>8. Develop and implement a case management process with each participating CSP provider to ensure all clients with abnormal findings on breast, cervical and/or colorectal cancer screening tests receive case management services.</p>	<p>Providers are continually reminded that the CSP provides case management to clients with abnormal findings. Case Manager offers case management services to all clients with abnormal findings. Case Manager works closely with provider offices to ensure that clients are case managed, barriers are assessed and a plan of action is enacted. Patient Navigation certification program to be completed by Program Coordinator, Data Manager & Case Manager to enhance ability</p>	<p>Case Manager, Data Manager, Program Coordinator, Outreach staff</p>	<p>3/2014</p>	

Applicant Name: Oneida County through it's Health Department

Goal 4: Provision of Health Services: Screening, Diagnostic and Case Management
 Establish systems and procedures for the provision of comprehensive, guideline-concordant breast, cervical, and colorectal cancer screening and diagnostic services, and when necessary, ensure access to treatment services to eligible populations, according to CSP guidelines

For Year End Report Only
 3/31/2014

Objectives	Activities planned to achieve this objective	Staff/Partners responsible	Completed by (month & year)	Status as of: 3/31/2014
9. Each month, enroll ≥ 90% of all eligible clients in the MCTP. (PM #13)	to provide effective case management & navigation services to clients. Once a diagnosis is made, client is immediately set up with a DQE in order to complete application for MCTP along with supporting documentation. Oneida County Health Department's (OCHD) Medical Director will provide standing orders yearly for the distribution of fecal immunochemical kits (FIT kits). These kits will be obtained under contract with Quest Laboratories, distributed by the Case Manager to clients determined eligible based on CSP guidelines. Clients will return kits to Quest for development. CSP Case Manager receives results from Quest via their online portal. If follow up is required, the Case Manager will call the client to tell them the results and set up further services. If not, client is sent a letter explaining that FIT kit results are negative and they will be eligible once again in one year to complete another FIT kit. Clients are made aware of this process when they are enrolled in the program. If clinical oversight is needed, Case Manager and Program Coordinator will discuss results with OCHD Medical Director and Director of Health.	Case Manager, DQEs	3/2014	
10. A process will be in place for obtaining standing medical orders for fecal test kit distribution, development, and follow-up prior to service provision.		Case Manager, OCHD Medical Director, Quest Laboratories, Program Coordinator, Director of Health	3/2014	

Applicant Name: Oneida County through it's Health Department

Goal 5: Data Management

				For Year End Report Only
Objectives	Activities planned to achieve this objective	Staff/Partners responsible	Completed by (month & year)	Status as of: 3/31/2014
1. Ensure timely and accurate submission of ≥ 85% of Screening Intake Forms and Follow-up Forms each month. (PM#s 14 & 15)	All CSP providers are continually reminded of the need for reports to be provided in a timely manner. As soon as intake is done, a client is entered in Indus as pending. Report submission tracked in a Microsoft Access program by Case Manager & Data Manager. They will request reports if not received within the appropriate time frame, and do so until they are received. All SIF and FF entered on Indus as soon as reports are received.	Case Manager, Data Manager	3/2014	
2. Develop a system to manage, ensure accuracy and submit all required client data via the online data system, consistent with the NYSDOH policies.	Case Manager keeps track of all appointments and reports via a Microsoft Access program. Information submitted as soon as reports are received. If reports are outstanding, Case Manager and/or Data Manager request them from provider office. SIF is faxed to provider once appointment is set up, along with a note explaining eligibility of client, services to be provided and explaining that reports must be received within 60 days if normal or within 72 hours if abnormal. Appointments are kept track of in the Microsoft Access program which is updated daily and checked weekly to make sure reports are received. If not they are requested from providers via phone, fax or email until reports are received.	Case Manager, Data Manager	3/2014	
3. Develop the process for which providers will send required information regarding clinical services in accordance with CSP requirements.				

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

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

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

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

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date _____
- Monthly Reimbursement
Due date 30 days from end of period
- Biannual Reimbursement
Due date _____
- Fee for Service Reimbursement
Due date _____

- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

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

- Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

- Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- Expenditure Report

The Contractor will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 30 days after the end of the contract period.

- Consolidated Fiscal Report (CFR)¹

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

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

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

Final scheduled payment will not be due until 30 days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is 60 days after end. The agency shall complete its audit and notify vendor of the results no later than 15 days. The Contractor shall submit the report not later than 60 days from the end of the contract.

C. Other Reports

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

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
1	July 1, 2013 - March 31, 2014	April 30, 2014

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (Use street address only)</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> 	<p>3a. Name of Insurance Carrier</p> <p>3b. Policy Number of entity listed in box "1a"</p> <p>3c. Policy effective period</p> <p style="text-align: center;">_____ to _____</p> <p>3d. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certification holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: _____
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____
(Signature) (Date)

Title: _____

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier	
1a. Legal Name & Address of Insured (Use street address only)	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	3a. Name of Insurance Carrier 3b. Policy Number of entity listed in box "1a" 3c. Policy effective period _____ to _____
4. Policy covers: a. <input type="checkbox"/> All of the employer's employees eligible under the New York Disability Benefits Law b. <input type="checkbox"/> Only the following class or classes of the employer's employees: <p style="margin-left: 40px;">Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.</p> Date Signed: _____ By: _____ <small>(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)</small> Telephone Number: _____ Title: _____ IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.	
Part 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)	
State of New York Workers' Compensation Board	
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.	
Date Signed: _____ By: _____ <small>(Signature of NYS Workers' Compensation Board Employee)</small> Telephone Number: _____ Title: _____	

Please note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



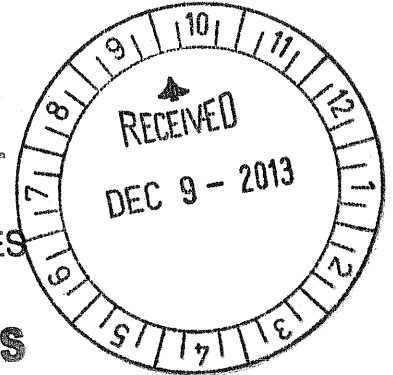
ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

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

December 6, 2013

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

FN 20 13-445
HEALTH & HUMAN SERVICES



Dear Mr. Picente:

WAYS & MEANS

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

This Agreement is with the Oneida County Workforce Development which will provide Oneida County Department of Social Services with employment functions for employable recipients of Temporary Assistance.

The term of the Agreement is January 1, 2014 through December 31, 2014. The total cost for this Purchase of Services Agreement is \$ 643,282.11 there is no local cost to support this contract.

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

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 12/9/13

LAS/tms
attachment

12/6/13
67307

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Oneida County Department Workforce Development
209 Elizabeth Street
Utica, New York 13501

Title of Activity or Services: Employment Unit

Proposed Dates of Operations: January 1, 2014 through December 31, 2014

Client Population/Number to be Served: Employable recipients of Temporary Assistance.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services: Workforce Development will provide the Department with Employment functions.

The Contractor will be responsible for but not limited to:

All assessments, employability plans, referral to activity, assignment to activity, actual attendance monthly, job attainment/loss, non-compliance, conciliation, end of activity, and narration on each case activity done according to State mandates and the Department's local Employment Plan.

Communicate with corresponding Temporary Assistance Worker pertinent information concerning case to include but not limited to: employability code changes, reimbursement requests, activity updates, and other general information concerning cases which would have an impact on budgeting or eligibility.

2). Program/Service Objectives and Outcomes This program designed to help Employable Family Assistance, Temporary Assistance for Needy Families and Safety Net recipients of Temporary Assistance to reduce their need for public assistance.

3). Program Design and Staffing Level –

Staffing: 1 Full-time Coordinator
 1 Full-time Sr. Employment Advisor
 9 Full-time Employment Advisors
 1 Full-time Principal Account Clerk

Total Funding Requested: \$ 643,282.11

Oneida County Dept. Funding Recommendation: Account # A6014.49543

Mandated or Non-mandated: Mandated

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

Federal	100 % =	\$ 643,282.11
State	0 % =	\$ 0.00
County	0 % =	\$ 0.00

Cost Per Client Served:

Past performance Served: The Workforce Development began providing this service to the Department in February of 2011 the program was rolled out over a 5 month time frame becoming fully staffed July 1, 2011. The cost of the contract in 2013 was \$ 572,727.

O.C. Department Staff Comments: The Department is satisfied with the services that the Contractor has provided.

Memorandum of Understanding

THIS Memorandum of Understanding, made and entered in to, by and between Oneida County through its Oneida County Department of Social Services, a municipal corporation organized and existing under the Laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and Oneida County through its Oneida County Workforce Development, 209 Elizabeth Street, Utica, New York 13501 (hereinafter called Contractor).

WITNESSETH:

WHEREAS, the Oneida County Department of Social Services, desires to delegate functions of the Employment Unit to Oneida County Workforce Development

WHEREAS, the Oneida County Workforce Development has the means and expertise to provide such service to the Department's employable (FA) Family Assistance ((FA)Family Assistance = (TANF)Temporary Assistance for Needy Families + (SN)Safety Net Families) and Safety Net recipients of Temporary Assistance,

NOW THEREFORE, It is understood that Workforce Development is to perform duties at the Department's Direction and the Contractor will be responsible for but not limited too:

All assessments, employability plans, referral to activity, assignment to activity, actual attendance monthly, job attainment/loss, non-compliance, conciliation, end of activity, and narration on each case activity must be done according to State mandates and the Department's local Employment Policy plan which would reported to State OTDA immediately, but not after the 15th of the following calendar month to derive statistics and participation rates. Reporting is via a PC based database – the Case Management System (CMS) which is updated and maintained by OTDA and coordinated with the Welfare Management System (WMS).

Communicate with corresponding Temporary Assistance Worker pertinent information concerning case to include but not limited to: employability code changes, reimbursement requests, activity updates, and other general information concerning cases which could have an impact on budgeting or eligibility.

Duties include:

Orientation/assessment have specific mandatory components including State and Local Forms, agreements, HIPAA acknowledgements, medical/psychiatric, drug-alcohol and domestic violence forms, employability plans, etc. Supportive services not limited to childcare and transportation assistance as well as diversion from Temporary Assistance and transitional services upon case closing are a required part of any assessment.

Page 2 of 35

Contractor and its sub-contractors agrees to provide the following staffing: (1) full-time Coordinator, (1) full-time Sr. Employment Advisor, (9) full-time Employment Advisor and (1) full-time Principal Account Clerk

It is also understood the Contractor and its Sub-Contractors will maintain workload regardless of temporary staff vacancies.

It is further agreed between the Department and the Contractor that the contractor will be co-located within the Department's Rome and Utica Offices.

Contractor agrees to maintain and adequate staffing in both Utica and Rome any and all hours the building is open for business. The Contractor shall follow Oneida County hours of operation and Dress Code policies.

The term of the Contract is January 1, 2014 through December 31, 2014 and may be renewed in writing from renegotiations agreeable to each party, for an additional one year term not to exceed December 31, 2015. The parties hereto are under no obligation to renew this Agreement or to purchase or provide services, in whole or in part, after herein provided. Either party should give notice in writing of its intention not to renew the agreement. The contract is not to exceed \$643,282.11.

The Commissioner of Social Service reserves the right to evaluate the job performance of the program which includes individuals chosen to perform the work and has the right to have reassigned any employee performing under the contract.

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.

The Department must receive any and all reports required by the State and or local district. Such reports must be submitted to the Oneida County Department of Social Services, Employment Unit to the Directors attention.

The Contractor shall complete Quarterly Contract Evaluations as required by the Department.

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

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 of the individual chosen to perform the work and may for cause, request such individual be relieved of his duties and another person chosen in his place.

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

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 12-5-13

Agency: _____ Oneida County Workforce Development

Authorized Signature: David Mathis

Print Authorized Name: _____

Title: _____

Budget
January 1, 2014 – December 31, 2014

Training Staff Salaries

- Coordinator - \$785.40/wk X 52 wks \$ 40,840.80
- Sr. Employment Advisor - \$ 668.10/wk X 52 wks \$ 34,741.20
- (9) Employment Advisors - \$ 637.50/wk X 52 wks \$ 298,350.00
- Principal Account Clerk - \$ 455.18/wk X 52 wks \$ 23,669.36

Total Staff Salaries \$ 397,601.36

Staff Fringe Benefits

- Blended Rate (55%) \$ 218,680.75

Total Staff Fringe Benefits \$ 218,680.75

Program Operating Expenses

- Staff Training & Travel \$ 12,000.00

Administration Costs

- (Payroll services, administrative supplies, etc.
8% of Salary & fringe) \$ 15,000.00

Total Program Cost \$ 643,282.11

APPENDIX A

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

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

- (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.
 - (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without

discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

****Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving

fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant

funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and

every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that he Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.

- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
 - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
 - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
 - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
 - e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by the Department that the contractor is a non-responsible vendor or, if the contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the contractor is a non-responsible vendor include:
 - The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 - The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 - The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor

- The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
- The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:
http://www.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 a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

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

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

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

d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.

- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable

and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.

- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to

immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including

payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;

- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.
- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it

subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insured and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

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

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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

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

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

NAME OF CONTRACTED AGENCY

David Mathis Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

David Mathis 12-5-13
SIGNATURE DATE

Oneida County Workforce Development # 67307
Employment Unit January 1, 2014 through December 31, 2014

**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, 2014, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer

or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:

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

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

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- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.

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

5. Non-Assignment Clause.

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

6. Worker's Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

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

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

11. Identifying Information and Privacy Notification.

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

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

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or

political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The

revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

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

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

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

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

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

County of Oneida

Contractor

By: _____

By: David Mathis

Name:

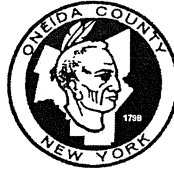
Oneida County Executive

Approved as to Form only

Oneida County Attorney

Anthony J. Picente Jr.
County Executive

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

December 6, 2013

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

FN 20 13-446

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.

Enclosed is a Purchase of Service Agreement with the Neighborhood Center, Inc. for PINS Detention Diversion, Case Planning. We are confident that they will provide an innovative managed care approach to the children in our community that are in need of these services. This program has been successful in diverting out-of-home placement of the children it serves.

The contract term is January 1, 2014 through December 31, 2014 at a cost of \$ 865,954. The local cost to support this effort is 27.18% or \$ 235,366.30.

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 12/9/13

12/6/13
18607

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: The Neighborhood Center, Inc.
293 Genesee Street
Utica, New York 13501

Title of Activity or Services: PINS Detention Diversion, Case Planning

Proposed Dates of Operations: January 1, 2014 – December 31, 2014

Client Population/Number to be Served: 75 school age children and their families who are at serious risk of Foster Care or Institutional placement through Family Court due to their behavior in school, home or community.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

This program is designed to manage the care of its children, both preventive and aftercare, from the point of entry into the program through resolution of the risk. The services will be provided for up to six months from the time of admission, commencing with a rapid comprehensive assessment and quick identification of needs, with the intention that the family be transitioned to and supported by appropriate established community-based services within that time frame. The services are designed to be flexible and to meet the individual needs of children and their families; agency staff will work in whatever capacity is needed to coordinate individualized 'wrap-around' services for referred families. Program provides 24 hour crisis management service and flexible working hours. All cases will receive a comprehensive assessment with an individualized comprehensive family plan developed in partnership with the child and family. Services to be offered by program staff include but are not limited to, the following: Clinical Service, Case Management, Family Support, Support Groups and Referral with follow-up at any point necessary to any appropriate service. Referrals to other support services, will be individualized, many to be coordinated as a gradual transition, if necessary. The Neighborhood Center will maintain its support until the transition to appropriate community-based service/programs is complete and deemed successful.

2). Program/Service Objectives and Outcomes -

Youth involved with this program will demonstrate an increased ability to live within the laws of the community, Family Court directives and parent controls. Families will be engaged in services and assisted in monitoring their children through the development of individualized programs that utilize and coordinate community based services/resources in order to deter further JD/PINS related behavior.

3). Program Design and Staffing Level -

- 1 Program Supervisor – Full-time
- 4 Youth Service Workers– Full-time
- 8 Case Planners – Full-time
- 1 Clinician – Part -time
- 1 Support Staff – Full-time
- 1 Psychologist – Part – time (35% time)

Total Funding Requested: \$ 865,954

Oneida County Dept. Funding Recommendation: Account #: A6070.49547

Mandated or Non-mandated; Preventive mandated service

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

Federal	38.39 %	-	\$ 332,439.74
State	34.43 %	-	\$ 298,147.96
County	27.18 %	-	\$ 235,366.30

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider since 2011 for these services. The 2013 contract for this service was \$ 865,954.

O.C. Department Staff Comments: The program has been successful in diverting out-of-home placements.

THIS IS AN AGREEMENT, by and between the ONEIDA COUNTY THROUGH ITS DEPARTMENT OF SOCIAL SERVICES (hereinafter called the DEPARTMENT) having its principal office at 800 PARK AVENUE, UTICA, NY 13501 and THE NEIGHBORHOOD CENTER INC. a not-for-profit corporation as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law (or, a public agency) having its principal office at 293 GENESEE STREET, UTICA, NEW YORK 13501 (hereinafter called the Agency or Contractor).

WITNESSETH:

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

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

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

or

WHEREAS, the public agency has the statutory authority to provide the services required to be performed herein; and

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

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

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

SECTION I DEFINITIONS

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

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

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

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

(3) Case planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those preventive services needed by a child and his family to prevent disruption of the family or to help a child in foster care return home sooner. Case planning shall include, but not be limited to, referring such child and his family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Part 430.8 through 430.12 that such services are provided and providing casework contact as defined in paragraph (4) of this AGREEMENT. Case planner shall mean the caseworker assigned case planning responsibility.

(4) Casework contacts is defined as :

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

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

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

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

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

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

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

(10). Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his parent, or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Part 430.9(c)(6). Family may also include a child who does not live with his parents and needs services to prevent return to foster care.

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

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

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

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

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

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

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

SECTION II TERM OF AGREEMENT

(18). The term of this Agreement shall be from JANUARY 1, 2014 through DECEMBER 31, 2014 and may be renewed in writing from renegotiations agreeable to each party, for an additional one year term not to exceed December 31, 2015. The parties hereto are under no obligation to renew this Agreement or to purchase or provide services, in whole or in part, after herein provided. Either party should give notice in writing of its intention not to renew the Agreement.

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

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

SECTION III SCOPE OF SERVICES

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

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

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

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

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

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

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

(26). Case Planning, along with casework contacts, shall be provided by the CONTRACTOR in accordance with Appendix B of this AGREEMENT and as required by individual case plans 18 NYCRR Part 428.1 through 428.10.

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

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

SECTION IV FAIR HEARINGS

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

SECTION V REIMBURSEMENT AND SERVICE FEES

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

SECTION VI GENERAL RESPONSIBILITIES OF PARTIES

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

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

(33). The CONTRACTOR agrees to provide the services described in Appendix B of this AGREEMENT at the principal location of:

THE NEIGHBORHOOD CENTER (PINS DIVERSION PROGRAM),
293 GENESEE STREET, UTICA, NEW YORK 13501:

and agrees to provide the DEPARTMENT written notification of the location(s) of any additional support services that are provided in conjunction with the child service plan, outside of the aforementioned address(s).

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

SECTION VII BOOKS, RECORDS AND REPORTS

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

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

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

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

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

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

(41). In addition to Paragraph 37, 38, 39 and 40 of this AGREEMENT, and until the expiration of (6) years after the furnishing of services pursuant to this AGREEMENT or any subcontract made pursuant to this AGREEMENT, the CONTRACTOR and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this AGREEMENT, and books, documents and records of CONTRACTOR or subcontractor(s) that are necessary to certify the nature and extent of such costs.

SECTION VIII ACCOUNTABILITY

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

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

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

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

(46). The CONTRACTOR shall not make any subcontract for the performance of this AGREEMENT without prior written approval of the DEPARTMENT. The assignment of this AGREEMENT, in whole or in part, or of any money due or to become due under this

AGREEMENT shall be void. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements governing purchase of services contracts and the CONTRACTOR is responsible for the performance of any subcontractor.

(47). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the CONTRACTOR'S performance of the Services defined in Section III. The CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the CONTRACTOR are annexed to this AGREEMENT.

SECTION IX COMPLIANCE WITH LAW

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

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

SECTION X TERMINATION OF AGREEMENT

(50). The CONTRACTOR may be terminated by mutual written agreement of the contracting parties.

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

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

CONTRACTOR fails to secure it during the term of this AGREEMENT.

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

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

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

SECTION XI

(56). The DEPARTMENT and the CONTRACTOR agree that the CONTRACTOR is an independent CONTRACTOR and is not in anyway to be deemed an employee of the COUNTY.

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

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

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

(60). The CONTRACTOR warrants that it is not in arrears to the COUNTY upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

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

(62). The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 12/10/13

Agency: The Neighborhood Center Inc.

Authorized Signature: *Sandra L. Soroka*

Print Authorized Name: Sandra L. Soroka
Executive Director

Title: Neighborhood Center, Inc.

APPENDIX A

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

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

- (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.
 - (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified

applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto

certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

****Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B
PURCHASE of SERVICES SPECIFICATION for ONEIDA COUNTY.

Detention Diversion Case Planning Services (PINS Diversion) Program
with
The Neighborhood Center, Inc.

Oneida County Department of Social Services agrees to contract with The Neighborhood Center, Inc. to provide preventive services identified as Case Planning and case worker contacts as defined in the contract.

The County of Oneida Department of Social Services is in need of services for PINS (person in need of supervision) Detention Diversion Case Planning Service. The Contractor must handle 75 children and their families who are at serious risk of Foster Care or Institutional placement through Family Court due to their behavior in school, home or community at any given time. Contractor possess expertise in working with PINS (Person in Need of Supervision) and JD (juvenile delinquent) individuals and have a thorough understanding of the Social Services PINS Diversion System, Juvenile Delinquent Court System as well as resources in the community.

This program should be designed to manage the care of children, both preventive and aftercare, from the point of entry into the program through resolution of the risk. Children and families will be able to access this program at whatever point they are in the system. The services will be provided for six to eighteen months from the time of admission, commencing with a rapid comprehensive assessment and quick identification of needs, with the intention that the family be transitioned to and supported by appropriate established community-based services within that time frame. Services are designed to be flexible and to meet the individual needs of children and their families; agency staff will work in whatever capacity is needed to coordinate individualized "wrap-around" services for referred families. Program provides 24 hour crisis management services and flexible working hours. Program should be designed to be a no refusal program that will accept all referrals with adequate referral information within one business day. In the event that no openings exist at the time of the referral, a prioritized waiting list will be established based upon immediacy of need. All cases will receive a comprehensive assessment with an individualized comprehensive family plan that meets the needs of all family members developed in partnership with the child and family within seven days of admission. Services need to be offered by program staff include but are not limited to the following: Clinical Service, Case Management, Family Support, Support Groups and Referral with follow-up at any point necessary to any appropriate service. Referrals to other support services, will be individualized, many to be coordinated as a gradual transition if necessary.

Objectives:

- To implement and develop individual programs that will provide the Family Court with a effective system for therapeutic remediation for juvenile delinquents and PINS and their families;
- To serve effectively up to a maximum caseload of 75 families. These families would have youth who are:
 - Court directed (PINS), directed into the Agency's PINS Diversion Program for 6 to 18 month period prior to prevent Institutional placement and;
 - Involved in the Prevention of Family Court involvement and foster care/institutional placement,
- To redirect patterns of incipient delinquent behaviors through the development of individualized programs which utilize and coordinate a wide variety of community resources such as schools, vocation , recreational and artistic programs, health and mental health program;
- To maintain and strengthen each client's family unit whenever possible;
- To provide follow-up planning and support services; and
- To reduce and/or divert the number of institutional placements in Oneida County.

Intake/Referral Procedures

- Eligibility- The Department is responsible for determining eligibility for preventive services and authorization of services via required service application and WMS Authorization
- The Contractor will accept referrals from the Departments' PINS/Preventive Worker, and through the Committee on Alternate Placement (CAP) & (V-CAP). In the event that the County's PINS Diversion System changes, the referral system would likewise vary.
- The Contractor will participate in the CAP meetings. Upon referral the Contractor will make contact with the family and school within 2 days. The Contractor will participate in the CAP Meeting. Upon referral the Contractor will obtain an application for Preventive Services for the Department in those cases in which a service case is not already opened.
- Clients seeking services to prevent involvement in Family Court would participate in intensive individual and family work for 6 to 18 months. Caseworker contacts will occur normal business hours and non-traditional hours as follows:
 - (1) Weekend visitation with the child without the family being present at least once per month,
 - (2) Weekly visitation with the child and the family,
 - (3) Weekly meetings with the therapist involved in the treatment of the child and family if applicable.
- Visitation is in addition to any group recreational activities that the child may be involved in, in addition transportation will be provided by the Contractor to and from school in the case of suspected or verified truancy.
- The Contractor will be allowed flexibility in treatment plans to determine the most

appropriate/effective services for each family and to try a variety of approaches if the schedule of visitation listed above does not meet the needs of the child or family.

- An Amendment to the Case Plan must be submitted and approved by the Departments designated Case Manager for PINS Diversion if schedule of visitation will not be followed.
- The Contractor shall determine whether the services provided by them are appropriate to meet the needs of the child being referred, and will develop a service plan using the Uniform Case Record, per the Service Plan Review Standards. The Contractor will maintain casework contacts as required by State Department of Social Services.
- To assess the needs of all family members and provide services to individual children as needed tracking them in Connections/Child Care Review Services system and indicating services and progress in progress notes and Uniform Case Record UCR.
- The Contractor will complete Progress notes contemporaneously the event and ensure that these are given to the Case Manager or Supervisor no later than 2 weeks after contact. The Contractor will copy any material, they need at their site. The Contractor will provide training and supervision in the preparation of case progress notes.
- The Department will provide case management functions to include monitoring of CPS cases, responsibility for submission of Connections/Child Care Review Services information, approval of the service plan, and Utilization Review procedures. In the event of conflict regarding a service plan, the Department of Social Services Caseworker should be contacted to resolve the issue. The final responsibility for Child Protective cases must rest with Child Protective Services.
- The Contractor shall provide emergency services to the clients, and handle their caseload regardless of temporary vacancies,
- The Contractor shall adhere to the case policies, procedures and protocols as set forth by the Department of Social Services,
- The Contractor understands that it is a mandated reporting source for child abuse and neglect, and agree that as mandated reporter, they will report all instances of suspected child abuse, neglect, and/or maltreatment to the Central Registry as required by law. Reports to the Registry will be followed by submission of a completed 2221A to the local Department of Social Services.
- In any event of home visitation, representatives of your agency observe negative living conditions in the residences and to report these conditions to the responsible codes Department for the municipality in which they are located or to the Department of state if Municipality has no code enforcement agency each representative will be required to have a checklist and will complete the checklist after making visual inspections and will also report any gross deviations from normal living standards not included on the checklist.
- The Contractor agrees to arrange or provide transportation for clients for the following situations, but not limited to these situations;
 - Medical Appointments
 - Visitations
 - Counseling appointments

- Shopping, and Contacts with other Agencies to improve housing
- Pre-Placement Visits, if necessary.
- to the Department for Departmental business.
- The Contractor agrees to provide a final Programmatic report of the Program, and a fiscal reconciliation upon presentation of a final billing for the Program. The Contractor will provide a quarterly Contract Report every 3 months.
- The Contractor agrees that the Case Planners Diversionary Counselors shall hold the qualifications of an Oneida County Caseworker.
- The Contractor agrees to prepare and provide the department any and all monthly reports required by the County and State Governments.
- The Contractor shall furnish preventive services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.
- The Department of Social Services shall be responsible for determining the eligibility of persons for preventive services of children to be purchased by the Department. The Department of Social Services shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.
- The Department of Social Services shall be responsible for case management which shall include authorizing the provision of preventive services approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.
- The Contractor and the Department of Social Services shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service/Connections.
- The Contractor will review and discuss the service plan with the Department of Social Services, Any changes in the plan or significant deviation there from, shall be submitted in a revised plan to the Department of Social Services prior to the proposed implementation of the change. The Contractor shall implement the change upon receipt of written approval by the Department of Social Services.
- The Contractor agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.
- Whenever an applicant, or recipient, requests a fair hearing, the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The Department of Social Services shall provide the Contractor with copies of the decision. The Contractor upon the request of the Department of Social Services, shall participate in appeals and fair hearings as witnesses for a determination of issues.

Outcome/Measurements for the Detention Diversion Case Planning (PINS Diversion) Program

Outcome:

- Youth involved with this program will demonstrate an increased ability to live within the laws of the community, family court directives and parent controls.

Performance:

- Families will be engaged in services and assisted in monitoring their children through the development of individualized programs that utilize and coordinate community based services/resources such as educational support, advocacy and referral, health and mental services, recreational and vocational programs and casework counseling in order to deter further JD/PINS (juvenile delinquent/person in need of supervision) related behavior.

Measurement:

- 70% of the youth referred to the program will not present to Family Court as a result of a violation of a current court order within a 12 month period following termination of services.
- 70% of the youth referred to the program will continue to successfully reside in their homes for at least a 12 month period following termination of the diversion services.

Program Policies and Protocols are subject to change throughout the program year.

The Contractor will devise a Program Evaluation which shall be established upon agreement by the Department.

The Contractor agrees to provide a final programmatic report of the program, and a fiscal reconciliation upon presentation of a final billing for the program. The Contractor will provide a quarterly contract report every 3 months.

The Contractor shall complete a Contract Staffing Report upon completion of a fully executed Agreement. The Contractor agrees to complete a Contract Staff Vacancy Report upon any changes.

The Contractor agrees that the Case Planners Diversionary Counselors shall hold the qualifications of an Oneida County Caseworker, or in some cases they may be experienced qualified family care workers as determined by Contractor.

The Contractor agrees to submit a listing of the Board of Directors at least annual and to notify the Department of changes in the Board of Directors during the term of the Contract.

Total cost of services to be provided not to exceed \$ 865,954.00 per the attached budget. The term of this Agreement shall be from JANUARY 1, 2014 through DECEMBER 31, 2014 and may be renewed in writing from renegotiations agreeable to each party, for an additional one year term not to exceed December 31, 2015. The parties hereto are under no

obligation to renew this Agreement or to purchase or provide services, in whole or in part, after herein provided. Either party should give notice in writing of its intention not to renew the Agreement.

The Contractor will bill monthly on vouchers with Contract number and Name provided by the Department. The vouchers will have attached:

1. Statement of monthly expenditures by category
2. Staff wages by name
3. (2) copies of "Composite Billing for Preventive Services", with Case Number, Case Manager's name, and other data as required.
4. (1) copy for each case of "Itemized Individual Billing for Preventive Services" with Case number Case Manager's name, and Case Comments.
5. Other data which shall be mutually agreed upon.

The Contractor agrees to prepare and provide the department any and all monthly reports required by the County and State Governments.

Financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and / or federal personnel. Agency financial records for the contracted program must be completed and available to the Department of Social services fiscal staff for review and Audit upon request.

The contractor agrees that the equipment purchased under this contract is the property of the department and shall revert to the Department upon any termination or failure to renew the contract.

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

Neighborhood Center, Inc.
Detention Diversion Case Planning (PINS Diversion Program)
January 1, 2014 – December 31, 2014

Salaries	\$ 441,525
Fringe Benefits	\$ 101,550
Personal Service Contracts	<u>\$ 76,176</u>
Total Personnel Services	\$ 619,251
Supplies	\$ 5,072
Travel/Conference	\$ 42,998
Miscellaneous:	
Telecommunications – Land Line	\$ 1,791
Telecommunications – Cell Phone	\$ 6,985
Utilities	\$ 7,641
Repairs & Maintenance	\$ 1,212
Buildings & Grounds	\$ 1,161
Building Maintenance	\$ 71
Insurance	\$ 1,979
Vehicle Maintenance	\$ 333
Postage	\$ 873
Advertising	\$ 1,535
Transportation (Participants)	\$ 7,731
Training	\$ 6,615
Service Dollars	\$ 75,000
A & OH @ 10.63%	<u>\$ 83,206</u>
Total Miscellaneous Expenses	<u>\$ 196,133</u>
Total General Operating	\$ 244,203
Equipment Purch/Rental	\$ 2,500
Equipment Maintenance	<u>\$ 0</u>
Total Equipment Cost	<u>\$ 2,500</u>
Total Expenses	\$ 865,954

APPENDIX C

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

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

- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.
- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that 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 a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

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

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

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

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

- d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

- e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall

follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and

operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or 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

*The Neighborhood Center Inc.
Detention Diversion Case Planning (PINS Diversion)*

18607
1/1/14-12/31/14

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

Sandra L. Soroka
Executive Director
Neighborhood Center, Inc.

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

Sandra L. Soroka

DATE

12/16/13

**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, 2014, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer

- or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:

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

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

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

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any

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

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

c. The Contractor shall:

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

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

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

2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

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

6. Worker's Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection,

auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

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

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

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

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

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

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

County of Oneida

Contractor

By: _____

By: Sandra L. Soroka
Name:

Oneida County Executive

Sandra L. Soroka
Executive Director
Neighborhood Center, Inc.

Approved as to Form only

Oneida County Attorney



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

December 6, 2013

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

FN 20 13-447

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.

Protective Services for Adults are provided to individuals 18 years of age and older who, because of mental and physical impairments: are unable to meet their essential needs for food, shelter, clothing or medical care, secure entitlement due them or protect themselves from physical or mental injury, neglect, maltreatment or financial exploitation; are in need of protection from actual or threatened harm, neglect or inaction of either themselves or other individuals; and have no one available who is willing and able to assist them responsibly.

The Department has a legal requirement to accept the responsibility to function as representative payee or protective payee on behalf of an SSI/SSA client, referred by Social Security, if no other resources are available. The Department has the statutory responsibility to provide or arrange for the provision of Protective Services for Adults.

The Agreement with the Rescue Mission of Utica located at 212 Rutger Street, Utica, New York includes financial management, required home visits and all other Protective Services requirements as mandated for the protection of the most vulnerable adults in our County.

The Agreement, effective dates run from January 1, 2014 through December 31, 2014 with a budget of \$64,278. The local cost for this effort is 27.18% or \$ 17,470.76. The Contract allows for a caseload of 40 individuals.

I am requesting that this Agreement be forwarded to the Board of Legislators for review and approval.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 12/9/13

LAS/tms
attachment

12/6/13
35203

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Rescue Mission of Utica
212 Rutger Street
Utica, New York 13501

Title of Activity or Services: Representative Payee for Adult Protective Services.

Proposed Dates of Operations: January 1, 2014 through December 31, 2014

Client Population/Number to be Served: 40 persons requiring Adult protective services:

Protective Services for Adults are provided to individuals 18 years of age and older who, because of mental or physical impairments: are unable to meet their essential needs for food, shelter, clothing or medical care, secure entitlement due them or protect themselves from physical or mental injury, neglect, maltreatment or financial exploitation; are in need of protection from actual or threatened harm, neglect or inaction of either themselves or other individuals; and have no one available who is willing and able to assist them responsibly.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Provides financial management services (payments to creditors, passbook savings account, emergency funds etc.) to those mentally, emotionally, in many cases physically disabled clients. Also provides Case Management Services to these individuals. Insuring basic needs for food, clothing and shelter are met. Decrease emergency room visits and psychiatric admissions within the population.

2). Program/Service Objectives and Outcomes

- **Outcome:** Individuals classified in need of adult protective services will receive community based services/assistance to enable them to remain in the least restrictive level of care, for as long as possible.
Performance: All individuals receiving adult protective services will receive on going assessment and monitoring to insure that all the identified needs will be met and emerging concerns will be addressed. These services include but are not limited to case planning, casework counseling, emergency assistance, advocacy and referral, financial management, home visiting and transportation.

3). Program Design and Staffing Level - Case Managers, monthly home visits in addition to visits in the Community, twenty-four hour emergency on call services.

Total Funding Requested: \$ 64,278

Oneida County Dept. Funding Recommendation: Account # A6070.49551

Mandated or Non-mandated: Mandated service

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

Federal	38.39 %	\$ 24,676.32
State	34.43 %	\$ 22,130.92
Local	27.18 %	\$ 17,470.76

Cost Per Client Served:

Past performance Served: The Provider has provided this service beginning November 1, 2011. The cost of the contracts for this service in 2013 was \$ 63,128.

O.C. Department Staff Comments: This service was sent out for RFP beginning 2011 and the Department received two respondents and New Life Community Services, Inc. and Rescue Mission

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between 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, (hereinafter called Department), and The Rescue Mission of Utica, N.Y., 212 Rutger Street, Utica, New York 13501 (hereinafter called Contractor).

WHEREAS, the Department is in need of case planning and/or financial management, principally Representative Payee services for the adult population who are unable to live safely in the community without assistance.

WHEREAS, the Department has need for casework and financial services for individuals eligible for adult protective services,

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

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

Section I: DEFINITIONS

Protective Services for Adults are provided to individuals 18 years of age and older who, because of mental or physical impairments: are unable to meet their essential needs for food, shelter, clothing or medical care, secure entitlement due them or protect themselves from physical or mental injury, neglect, maltreatment or financial exploitation; are in need of protection from actual or threatened harm, neglect or inaction of either themselves or other individuals; and have no one available who is willing and able to assist them responsibly.

The Department has the statutory responsibility to provide or/arrange for provision of Protective Services for Adults.

Section II: SCOPE OF SERVICES

The Contractor agrees to provide a program located in Utica and Rome for a maximum of 40 persons at any one time. Referrals are provided by the Oneida County Department of Social Services, who are have open cases for individuals who are in need of Protective Services for Adults and who have been rendered unable to handle their own finances.

Eligibility criteria will include:

Adults in need of casework and financial services, who are unable to live safely in the community without assistance.

The Contractor Agrees:

- to place on file with the Oneida County Department of Social Services a financial management plan in compliance with 92-INF-40
- to maintain financial records in accordance with State, Federal, and local law regulations and to allow Oneida County Department of Social Services to review financial records at their discretion;
- to screen program referrals from Oneida County Department of Social Services on the day of referral,
- to meet with Department of Social Services staff member and client within five (5) days after referral is made;
- to provide at least 2 hours per month of counseling to each client per the program description;
- to provide a visit to all Protective Services for Adult clients in their homes at least once per calendar month or more if deemed necessary by a professional possessing the qualifications of a Caseworker and to provide the staff resumes to the Department,
- to meet with Departments to discuss client status and progress on a bi-weekly basis,
- to contact Oneida County Department of Social Services immediately, upon Contractor's discovery during the course of its duties, of any changes in the client's situation which may require intervention by the Oneida County Department of Social Services,
- to provide monthly status reports on all clients, indicating the current financial and personal situation. This will be sent to the Adult Services Unit at the Department to become part of the client's case record;
- to provide the Department with an agreement for each client in receipt of Adult Protective Services indicating the Contractor's willingness to complete the requirement for monthly home visits per NYCRR Part 457.5(2) of the regulations;
- the Contractor agrees to provide progress notes to the Department which shall become part of the case record. Progress notes are to be recorded as soon as possible but no later than 7 days

from the date of the event. Progress notes are to be written per the guidelines established in 96 ADM-18 (attached). Progress notes will indicate date, time, situation of the required home visits and the discussions of the visits shall refer to the established Services Plan.

- the Contractor shall ensure that the Contractor's staff have the training necessary for this program, and cooperate with the Department with regard to suggested training.
- the Contractor agrees to provide a closing narration at the time of case closure.
- See Section IV regarding payment to Contractor for Services
- The Contractor must have general Liability and Bonding Insurance in place with a notification clause in which the Department is informed if the policy lapses.
- to visit PSA clients in residential care per the requirements outlined in 96 ADM-18;
- to complete PSA Assessment/ Services Plan Review and Updates (DSS-3603) per the requirements of 96 ADM-18.
- To attend service planning meetings as requested by the Department on a case by case basis
- Visit any client within 24 hours of request by Department if a status report indicates serious changes have occurred and /or any type of emergency situation exists.

The Oneida County Department of Social Services agrees;

- to provide written referral for the Contractor on appropriate client's: including a copy of the initial PSA Assessment / Services Plan (DSS-3603);
- to Meet with the client and the Contractor's staff to finalize the referral;
- to review all client Status Reports;
- to visit the client according to the mandates when the Contractor indicates that the situation has changed and Adult Protective Services are indicated;

Outcomes/Measurements

- Outcome: Individuals classified in need of adult protective services will receive community based services/assistance to enable them to remain in the least restrictive level of care, for as long as possible.
Performance: All individuals receiving adult protective services will receive on going assessment and monitoring to insure that all the identified needs will be met and emerging

concerns will be addressed. These services include but are not limited to case planning, casework counseling, emergency assistance, advocacy and referral, financial management, home visiting and transportation.

Measurement: 100% of the adult protective clients will receive minimally a monthly home visit to assess client's current living situation and assure client safety and well being.

Measurement: 100% of the adult protective clients will have a face to face contact within 5 days of referral date.

Measurement: 75% of the clients in receipt of APS services will be able to reside in the least restrictive level of care as determined by DSS supervisory case review.

Measurement: 100% of the Adult Protective Services cases will be monitored by the contractor through collateral contacts with other service providers and/or individuals in a "Position to know", in order to ensure ongoing evaluation and assessment of the individual's current status and functioning.

The liaison for this program shall be:

1. from Oneida County Department of Social Services – Donna Pellegrino
2. from the Contractor – Michael Dow

The Oneida County Department of Social Services and the Contractor will meet as needed but at least every (6)months to review programmatic and systemic issues and to evaluate the program, The Contractor agrees to send in a Quarterly Contract Reports to the Contract Administrator every (3) months to evaluate and provide program direction. The (3) month review will indicate client Name, Address, Social Security #, Departments Case #, Referral Date, Birth Date, Current Status, , disability, indicating primary disability, dates and reason for termination of any terminated cases. A copy of the (3) month review report will be sent to the Contract Administrator.

In addition to the Representative Payee Program:

The Contractor agrees to assist the Department in the location of appropriate housing on an emergency basis through client evaluation.

All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Part 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. All files pertaining to the Contract shall continue to be maintained in a locked file.

It should be the responsibility of representatives of the County of Oneida involved either directly or through contract services to have those representatives observe negative living conditions in the residences that are inspected and to report those conditions to the responsible code department for the municipality in which they are located or to the Department of State, if the Municipality has no

code enforcement agency. Each representative will have a check list and will complete the check list after making visual inspections and will also report any gross deviations from normal living standards not included on the check list.

Sections III: TERM OF AGREEMENT

Performance under this agreement shall commence on January 1, 2014 and shall terminate on December 31, 2014 and may be renewed in writing from renegotiations agreeable to each party, for an additional one year term not to exceed December 31, 2015. It is understood and agreed that the Department shall not be obligated to extend or renew the terms of this agreement.

Section IV: REIMBURSEMENT AND CLAIMING PROCEDURES

The Department agrees to pay monthly upon submission of a current caseload listing, expenditure reports, and a County voucher. Total cost of services provided not to exceed \$ 64,278 per Attached Budget. A final fiscal reconciliation is required at the end of the Program. A final Program report is required at the end of the Program.

The Contractor and the Department will develop a program portfolio, which shall detail statistics and programmatic information.

This agreement cannot be assigned by the Contractor without obtaining written approval of the Department.

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 12/4/13

Agency: Rescue Mission of Utica, N.Y.

Authorized Signature: *Michael R Dow*

Print Authorized Name: Michael R Dow

Title: Co-Interim Exec. Director / CFO

ADDENDUM I

REP-PAYEE FINANCIAL MANAGEMENT PLAN

- IAW-U.R.M. Rep-Payee Proposal, each screened and referred client will operate from their own individual Budget Plan (Appendix 1).
- Monthly Status Reports (Appendix 2) will be submitted on all clients.
- All funds will be deposited into a central bank account and stamped deposit tickets placed on file.
- All disbursements will be made by check. Arrangements will be made by the check's drawer with the bank (payee) to cash the check, if the drawee so desires to cash the check there.
- Each client will have their own T - 53B account for recordings of disbursement and deposits.
- Those clients who have received retroactive account payments of SSI or have accumulated sizable balances in their T-53B accounts will have individual savings and burial accounts established in their names.
- The following records will be kept and available for DSS inspection at The Contractor:
 - a. Deposit slips
 - b. canceled checks
 - c. Check Book Record
 - d. Journal (of all transactions)
 - e. Form T-53B (Appendix 3):
 - (1) Accounts Receivable on each client (#1 -#20)
 - (2) Accounts Payable on each client (#1-#20)
 - F. Record of Interest Received
 - g. Record of Interest Payable (#1-#20)

ADDENDUM # II
MONTHLY STATUS REPORT

Report Period: _____

Client's Name: _____

Client's Address: _____

Client's Current Financial Situation

(a) Previous Report Balance _____

(b) Report Period Balance _____

(c) Explanation (if necessary) _____

Client's Current Personal Situation _____

Counselor's Comments: _____

Submitted by: _____ Date: _____
(Name)

_____ Phone: _____
(Organization)

ADDENDUM # III

REFERRAL FORM

TO: RESCUE MISSION OF UTICA

FROM: ONEIDA COUNTY DEPARTMENT
of SOCIAL SERVICES

CASE NAME; _____ DATE: _____

ADDRESS: _____ DATE OF BIRTH: _____

TELEPHONE: _____ SOCIAL SECURITY #: _____

LIVING ARRANGEMENTS:

_____ Owns Home _____ Lives Alone _____ Rental

_____ Lives with Others _____ Lives in Congregate Setting

Specify:

COMMENTS:

RESOURCES/BENEFITS/ASSETS:

1. <u>Income Source</u>	<u>Monthly Amt. \$</u>	<u>Benefits</u>
Social Security	_____	() Medicare Part A
SSI	_____	() Medicare Part B
VA Pension	_____	() Medicaid
Railroad Retirement	_____	() Food Stamps
Other Pension	_____	() HEAP
Public Assistance	_____	() Health Insurance
Other	_____	()
TOTAL:		

CURRENT BUDGET SHEET ATTACHED:

PERSONAL APPEARANCE:

PHYSICAL HEALTH:

MENTAL HEALTH;

MEDICATION:

OTHER SERVICE PROVIDERS:

RELATIVES, FRIENDS, OTHER INFORMAL SUPPORTS:

OTHER COMMENTS:

SIGNED:

Caseworker

Supervisor

RESCUE MISSION OF UTICA
CONTRACT BUDGET
January 1, 2014 THROUGH DECEMBER 31, 2014

SALARIES

PERSONNEL	\$ 49,939	
FRINGE BENEFITS	\$ 8,739	
Total		\$ 58,678

OTHER EXPENSES

MILEAGE/TOLLS	\$ 2,700	
POSTAGE/SHIPPING	\$ 1,200	
CHECKS	\$ 400	
PRINTER SUPPLIES	\$ 500	
OTHER OFFICE SUPPLIES	\$ 200	
CELL PHONE	\$ 600	
Total Other Expenses		<u>\$ 5,600</u>
TOTAL CONTRACT EXPENSES		\$ 64,278

Appendix I

Being a payee does not give you authority to:

- Use a beneficiary's money for anything other than the beneficiary's needs
- Spend a beneficiary's funds in a way that would leave him or her without necessary items or services (housing, food, clothing, medical care);
- Deposit a beneficiary's money in your or another person's account or your organization's operating account;
- Lend beneficiary's money to anyone else, including other beneficiaries you service (this includes using funds held in a collective account to make up a shortfall when a beneficiary's expenses exceed his/her ownership interest in the account);
- Use a beneficiary's "dedicated account" funds for purposes not related to the beneficiary
- Keep the beneficiary's conserved funds if you are no longer the payee;

APPENDIX II

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 III

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

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

- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.
- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that he Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
 - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
 - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
 - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
 - e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by the Department that the contractor is a non-responsible vendor or, if the contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the contractor is a non-responsible vendor include:

- The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
- The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
- The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
- The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
- The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:
http://www.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 a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

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

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

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

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

- d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

- e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the

Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any

other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of

the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insured and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

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

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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

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

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

Rescue Mission of Utica
NAME OF CONTRACTED AGENCY

Michael R Dow, Interim Co-Executive Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Michael R Dow 12/4/13
SIGNATURE DATE

**Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of _____, (the
Name of Contract Agency

“Service Provider”), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____

Created 4-24-12

ADDENDUM IV

THIS ADDENDUM, entered into on this 1st day of January, 2014, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer

- or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:

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

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

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any

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

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

c. The Contractor shall:

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

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

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

2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

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

6. Worker's Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection,

auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

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

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

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

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

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

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

County of Oneida

Contractor

By: _____

By:  _____

Oneida County Executive

Name:

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

December 6, 2013

FN 20 13-448

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.

This renewal Agreement with Herkimer - Oneida Counties Comprehensive Planning Program will provide Preparation and Monitoring of the Consolidated Services Plan; Data Collection and Analysis; Needs Assessment; Grant Applications; Plan Preparation and Monitoring; and other planning services as needed.

The term of the Agreement is January 1, 2014 through December 31, 2014. The total cost of the Contract is \$ 99,809 with a local cost of 40% or \$ 39,923.60.

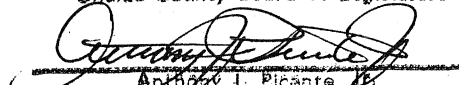
I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible.

Thank you for your consideration.

Sincerely,


Lucille A. Soldato
Commissioner

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


Anthony J. Picente, Jr.
County Executive

Date 12/9/13

LAS/tms
Attachment

12/6/13
12601

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Herkimer-Oneida Counties Comprehensive Planning Program
Union Station
Utica, New York 13501

Title of Activity or Services: Provide Technical Assistance

Proposed Dates of Operations: January 1, 2014 through December 31, 2014

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Assist the Department in satisfying State & County Planning requirements, achieving program goals & objectives. Provides assistance to the department in the area's of: grant proposals consolidated services plan, may assist in the implementation and planning of programs, may assist in the planning and organization of community resources for the department.

2). Program/Service Objectives and Outcomes -

To provide technical assistance & consultation to the Department in the preparation and monitoring of the Consolidated Service Plan and other areas identified by the Department.

3). Program Design and Staffing Level -

60%	Principal Planner
10%	Principal Planner
77%	Associate Planner
20%	Data Processing Clerk
5%	Principal Account Clerk

Total Funding Requested: \$ 99,809

Oneida County Dept. Funding Recommendation: Account #:A6010.49535

Mandated or Non-mandated: Non-mandated

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

Federal	48 %	\$ 47,908.32
State	12 %	\$ 11,977.08
County	40 %	\$ 39,923.60

Cost Per Client Served:

Past performance Served: The Department has had an Agreement with the Planning Department to provide this service since 1989. The Contract cost was \$ 99,809 in 2013.

O.C. Department Staff Comments: The Department is satisfied with the providers service.

AGREEMENT

This Services Agreement ("Agreement") is by and between Oneida County through its Department of Social Services and Herkimer-Oneida Counties Comprehensive Planning Program (HOCCPP), will become effective January 1, 2014, subject to renewal or termination with a 30-day notice in writing by either party without cause, and immediately if for cause or if Federal or State reimbursement is terminated or not allowed:

HOCCPP will provide technical assistance to the Oneida County Department of Social Services in the preparation and monitoring of the Consolidated Services Plan and other areas identified by the Social Services Commissioner. The areas include but are not limited to: data collection and analysis; citizen participation; needs assessment; grant applications; plan preparation and monitoring, yearly implementation reports; program and project/contract evaluations and monitoring.

It is understood that HOCCPP's role is that of a consultant, working at the Department of Social Services direction, to assist in satisfying state and county planning requirements and achieving program goals and objectives. HOCCPP Staff would supplement Social Services Staff planning efforts and, if successful, relieve a portion of that burden while establishing a more focused planning process.

The Commissioner of Social Services reserves the right to evaluate the job performance of the individual chosen to perform the work and has the right to have reassigned any employee performing under the contract and to request retention, reinstatement or reassignment of any contract employee who may have been removed.

It is expressly agreed between the parties that HOCCPP is an independent contractor and not in any way deemed to be an employee of the Department of Social Services.

That to achieve maximum results required, the local Department of Social Services will provide reports, documents and other information that will enable HOCCPP to perform its duties under the agreement.

That all records must be available for a period of six (6) years and should be made available for audit by New York State Department of Social Services, Audit & Control and the Department of Health and Human Services.

That both parties agrees to comply with the Civil Rights Act of 1964 as mandated by Executive Order No. 11246, 41 CFR Part 60, Section 504, of the Rehabilitation Act of 1973, and 45 CFR Parts 84 and 85.

That all information exchanged between agencies is considered confidential and will be used only for the intended purposes. Measures shall be taken to safeguard the confidentiality of such information to the extent required by applicable state and federal laws and regulations.

That the Department and the Contractor will meet on at least a 6-month basis or as requested by either party to review the contract.

That HOCCPP will bill on an Oneida County Voucher, the Oneida County Department of Social Services on a quarterly basis, as applicable to specific payroll periods for salary, administrative and indirect fringe benefits.

That the cost, not to exceed \$ 99,809 for 2014, is for dedicated staff support including program supervision, planners, secretarial, graphic artist and clerk as per the attached budget.

The term of the Agreement shall be from January 1, 2014 until December 31, 2014 and may be renewed in writing from renegotiations agreeable to each party, for an additional one year term not to exceed December 31, 2015. It is understood and agreed that the Department shall not be obligated to extend or renew the terms of this agreement.

Options to renew the contract are at the discretion of OCDSS, which shall supply a thirty (30) day written notice to HOCCPP of any intent to terminate the contract prior to the contract termination date stated herein.

This Agreement cannot be assigned by HOCCPP without obtaining written approval of OCDSS.

The liaison people for the purposes of this contract are:

Chip Bassett, Herkimer-Oneida Counties Comprehensive Planning Program
Lucille Soldato, Commissioner Oneida County Department of Social Services

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 12-04-2013

Agency: Herkimer-Oneida Counties Comprehensive Planning Program (HOCCPP)

Authorized Signature: John R. Kent, Jr.

Print Authorized Name: John R. Kent, Jr.

Title: HOCCPP Program Director

Herkimer-Oneida Counties
Comprehensive Planning Program

Oneida County Department of Social Services

APPENDIX A

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

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

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - * (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and

will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder,

and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

****Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - Opinions prepared by consultant law firms construing the 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 contact with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

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

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

"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of

State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business

address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor

- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the

Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to,

the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend,

and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insured and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

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

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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

This Agreement shall be binding upon both parties when fully signed and executed and upon

approval of the appropriate legislative bodies where required.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

Herkimer-Oneida Counties Comprehensive Planning Program (HOCPP)
NAME OF CONTRACTED AGENCY

John R. Kent, Jr. HOCPP Program Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

John R. Kent, Jr. 12.04.2013
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 January, 2014, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the

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

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

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are

null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

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

Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

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

10. Records.

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

11. Identifying Information and Privacy Notification.

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

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

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

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

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

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

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

County of Oneida

Contractor

By: _____

By: John R. Kent, Jr.

Name:

Oneida County Executive

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

December 2, 2013

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

FN 20 13-449

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.

Enclosed is a Purchase of Services Agreement with Kids Oneida Inc., 310 Main Street, Utica, New York, to prove a Case Planning Program for the Department's active Child Preventive and Protective caseload. This year's program will be operational from January 1, 2014 through December 31, 2014. The maximum cost of this Contract is \$ 655,953 with a local cost of 27.18% or \$ 178,288.03.

This program has served the Department well as a key component of our Preventive Services efforts. The prevention of foster care must be an intensive effort if we are to achieve any success with families. Additionally, we must improve our ability to both return children from foster care at a faster rate, or if this is not possible to legally free them for Adoption.

I am respectfully requesting that this matter be submitted to the Board of Legislators 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 12/4/13

12/2/13
23805

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

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

Title of Activity or Services: Case Planning

Proposed Dates of Operations: January 1, 2014 through December 31, 2014

Client Population/Number to be Served: Children & families in need of child welfare services in addition to all adolescents with a goal of independent living.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The purpose is to maintain children in their own homes by use of community-based services (Case Planners) there is need to provide these services to families in order to return children from foster care. There is additional need to provide skills in everyday living for children in foster care with a goal of independent living.

2). Program/Service Objectives and Outcomes

The case planning contract will work with participant families to prevent children from entering care, to reduce the length of stay of children in placement, to reduce the number of children needing replacement and to provide community oversight to high risk cases in order to monitor and insure children's safety. Family service needs will be identified and participants will become engaged in services. Family assessment will be done in a manner that reflects culturally competent and family focused planning. Case planning responsibilities will include casework counseling, advocacy and referral, service coordination, supervision and oversight of open cases. The case planner will provide community oversight for children in high risk families through frequent contact and/or monitoring of court orders as well as the identification and utilization of appropriate community based resources as well as contact with individuals in a position to assess safety and well being of the children.

3). Program Design and Staffing Level -

14 Full-time Case Planners
1 Full-time Program Manager
1 Part-time Clinical Director

Total Funding Requested: \$ 655,953

Oneida County Dept. Funding Recommendation: Account #:A6070.49547

Mandated or Non-mandated: Mandated preventive service

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

Federal	38.39 %	=	\$ 251,820.36
State	34.43 %	=	\$ 225,844.61
County	27.18 %	=	\$ 178,288.03

Cost Per Client Served:

Past performance Served: The Contractor has provided the Department with Case Planning Services since 2011. The Contractor's budget for this service in 2013 was \$655,953.00.

O.C. Department Staff Comments: The Department is satisfied with the Providers service.

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

WITNESSETH:

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

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

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

or

WHEREAS, the public agency has the statutory authority to provide the services required to be performed herein; and

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

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these services.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:

SECTION I DEFINITIONS

*Kids Oneida Inc.
Case Planning*

23805
1/1/14-12/31/14

Whenever the following terms are used in this AGREEMENT and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted.

(1) Preventive services shall mean these supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of: averting a disruption of a family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered preventive services.

Mandated preventive services shall mean preventive services provided to a child and his family whom the district is required to serve pursuant to 18 NYCRR Part 430.9. Non-mandated preventive services shall mean preventive services provided to a child and his family who the district may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this AGREEMENT when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered preventive services.

(2) Case management is defined as the responsibility of the local Department of Social Services to authorize the provision of preventive services, to approve the client eligibility determination according to the criteria of 18 NYCRR Part 423.3 and, to approve in writing, the service plans as defined in 18 NYCRR Part 428.

(3) Case planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those preventive services needed by a child and his family to prevent disruption of the family or to help a child in foster care return home sooner. Case planning shall include, but not be limited to, referring such child and his family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Part 430.8 through 430.12 that such services are provided and providing casework contact as defined in paragraph (4) of this AGREEMENT. Case planner shall mean the caseworker assigned case planning responsibility.

(4) Casework contacts is defined as :

(i). Individual or group face-to-face counseling sessions between the case planner and the child and/or the child's parents, relatives or guardians constitutes preventive services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining

personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.

(ii). Individual or group activities with the child and/or the child's parents that are planned for the purposes of achieving such course of action as specified in the child and family's service plan.

(5). Clinical services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from casework contacts as defined in paragraph (4) of this AGREEMENT.

(6). Day Care services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law,

(7). Day services to children as defined in 18 NYCRR Part 425.1 shall mean a program offering a combination of services including at least: social services, psychiatric, psychological, education and/or vocational services and health supervision and also including, as appropriate, recreational and transportation services, for at least 3 but not less than 24 hours a day and at least 4 days per week excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, that service may be waived.

(8). Emergency cash or goods is defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his family in an emergency or acute problem situation in order to avert foster care placement.

(9). Emergency shelter is defined as providing or arranging for shelter where a child and his family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.

(10). Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his parent, or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Part 430.9(c)(6). Family may also include a child who does not live with his parents and needs services to prevent return to foster care.

(11). Family planning services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(12). Home management services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(13). Homemaker services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(14). Housekeeper/chore services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(15). Parent Aide Services is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and family/parent role performance. Techniques may include but not limited to role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

(16). Parent training is defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent / child relationships in order to avert a disruption in a family or help a child in foster care return home sooner than otherwise possible. Parent training may include child-parent interaction groups formed to enhance relationship and communication skills.

(17). Transportation services is defined as providing or arranging for transportation of the child and/or his family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a preventive service for visitation of children in foster care with their parents and may only be provided if such transportation cannot be arranged or provided by the child's family.

SECTION II TERM OF AGREEMENT

(18). The term of this Agreement shall be from JANUARY 1, 2014 through DECEMBER 31, 2014 and may be renewed in writing from renegotiations agreeable to each party, for an additional one year term not to exceed December 31, 2015. The parties hereto are under no obligation to renew this Agreement or to purchase or provide services, in whole or in part, after herein provided. Either party should give notice in writing of its intention not to renew the Agreement.

If notice not to renew has not been given in accordance with the foregoing, then the parties shall move with all due speed to reach a new Agreement to become effective upon expiration of this current Agreement.

If such negotiations for a new Agreement have not been completed upon expiration of this Agreement, the parties must enter into a written interim continuation Agreement for the intervening period.

SECTION III SCOPE OF SERVICES

(19). It is mutually agreed between the DEPARTMENT and the CONTRACTOR that the CONTRACTOR shall furnish preventive services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.

(20). The DEPARTMENT shall be responsible for determining the eligibility of persons for preventive services of children to be purchased by the DEPARTMENT. The DEPARTMENT shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.

(21). The DEPARTMENT shall be responsible for case management which shall include authorizing the provision of preventive services, approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.

(22). The CONTRACTOR agrees to provide preventive services in accordance with the Program narrative and rates of payment described in Appendix B of this AGREEMENT.

(23). The CONTRACTOR and the DEPARTMENT shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.

(24). The CONTRACTOR and the DEPARTMENT agree to comply with Section 153 of the Social Services Law which requires all social services districts which purchase preventive services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(25). The CONTRACTOR and the DEPARTMENT agree that a determination by the State Department of Social Services to deny reimbursement to the DEPARTMENT for the provision of preventive services for a child, pursuant to Sections 153 and 153-a through 153-k of the Social Services Law, shall not relieve the DEPARTMENT or the CONTRACTOR from which the DEPARTMENT has purchased preventive services, from its statutory or contractual obligations to continue to provide preventive services for the child or other children in its care.

(26). Case Planning, along with casework contacts, shall be provided by the CONTRACTOR in accordance with Appendix B of this AGREEMENT and as required by individual case plans 18 NYCRR Part 428.1 through 428.10.

(27). The CONTRACTOR will review and discuss the service plan with the DEPARTMENT. Any changes in the plan or significant deviation therefrom, shall be submitted in

a revised plan to the DEPARTMENT prior to the proposed implementation of the change. The CONTRACTOR shall implement the change upon receipt of written approval by the DEPARTMENT.

(28). The CONTRACTOR agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

SECTION IV FAIR HEARINGS

(29). The DEPARTMENT shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The DEPARTMENT will also inform applicants for or recipients of preventive services how to file a fair hearing request. Whenever an applicant, or recipient, requests a fair hearing, the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The DEPARTMENT shall provide the CONTRACTOR with copies of the decision. The CONTRACTOR upon the request of the DEPARTMENT, shall participate in appeals and fair hearings as witnesses for a determination of issues.

SECTION V REIMBURSEMENT AND SERVICE FEES

(30). The DEPARTMENT shall reimburse the CONTRACTOR for provision of preventive services in accordance with the claiming procedures and prescribed schedule of fees, if applicable as set forth in Appendix B of this AGREEMENT and in accordance with State and Federal regulations pertaining to reimbursement of preventive services.

SECTION VI GENERAL RESPONSIBILITIES OF PARTIES

(31). The governing board of the CONTRACTOR shall exercise oversight of its day to day affairs and programs. The CONTRACTOR shall have the responsibility for day to day provision of preventive services for each child serviced by it in accordance with this AGREEMENT and with appropriate State Department of Social Services Regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the DEPARTMENT.

(32). The CONTRACTOR will maintain sufficient staff, facilities and equipment, in accordance with the Regulations of the State Department of Social Services in order to provide the services set forth in Appendix B of this AGREEMENT.

(33). The CONTRACTOR agrees to provide the services described in Appendix B of this AGREEMENT at the principal location of:

KIDS ONEIDA INC. (CASE PLANNING),
310 MAIN STREET, UTICA, NEW YORK 13501;

and agrees to provide the DEPARTMENT written notification of the location(s) of any additional support services that are provided in conjunction with the child service plan, outside of the

aforementioned address(s).

(34). The DEPARTMENT agrees to notify the CONTRACTOR with the person assigned to monitoring responsibility for Child Protective Services for the recipients receiving preventive services from the CONTRACTOR.

SECTION VII BOOKS, RECORDS AND REPORTS

(35). The CONTRACTOR will keep accurate records (in conformance with State regulations established for utilization review and uniform case recording) for each public charge receiving services under this AGREEMENT. Each record shall indicate the services provided to the child and his or her family, in addition to other recipients of service involved with the case, including the date such services were provided. The CONTRACTOR shall make such reports to the DEPARTMENT on the current status and progress of each recipient of service at intervals required in the State Department of Social Services Regulations.

(36). All information contained in the CONTRACTOR'S files shall be held confidential by the CONTRACTOR and the DEPARTMENT pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

(37). The records of individual recipients of services shall be made available to the DEPARTMENT upon request for consultation or review.

(38). The CONTRACTOR will maintain statistical records as required by the DEPARTMENT and will furnish such data at times prescribed by and on forms supplied by the DEPARTMENT.

(39). The CONTRACTOR agrees to maintain financial books, records and necessary supporting documents as required by the DEPARTMENT. The CONTRACTOR will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this AGREEMENT. The CONTRACTOR agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by the DEPARTMENT.

(40). The CONTRACTOR agrees to retain all books, records and other documents relevant to this AGREEMENT for six (6) years after final payment for services to which they relate, during which time authorized County, State and/or Federal auditors shall have access to and the right to examine the same.

(41). In addition to Paragraph 37, 38, 39 and 40 of this AGREEMENT, and until the expiration of (6) years after the furnishing of services pursuant to this AGREEMENT or any

subcontract made pursuant to this AGREEMENT, the CONTRACTOR and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this AGREEMENT, and books, documents and records of CONTRACTOR or subcontractor(s) that are necessary to certify the nature and extent of such costs.

SECTION VIII ACCOUNTABILITY

(42). The DEPARTMENT will establish methods to evaluate the provision of preventive services by the CONTRACTOR pursuant to this AGREEMENT. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the CONTRACTOR recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his jurisdiction and thus has the duty, ongoing throughout the term of this AGREEMENT, to monitor the CONTRACTOR with regard to the preventive services provided to the children referred hereunder.

(43). The CONTRACTOR agrees that a program and facilities review, as pertains to the delivery of preventive services under this AGREEMENT, including meetings with recipients of service, review of uniform case records, review of service policy and procedural issuances, review of staffing and job description and meetings with and staff directly or indirectly involved in the provision of preventive services, may be conducted at any reasonable time by qualified personnel from those local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.

(44). The DEPARTMENT shall confer with the CONTRACTOR at least twice a year to discuss the CONTRACTOR'S services purchased by the DEPARTMENT. This shall include but not be limited to such items as frequency of contact and planning with the natural family and significant others, scope of Service Plans and of achieving the goals stated therein, extent to which special mental health, remedial, tutorial and vocational services were provided after the CONTRACTOR and the DEPARTMENT determined these were necessary. These semi-annual client reviews shall include determination of compliance to contract requirements.

(45). If the CONTRACTOR significantly does not conform to the provisions of this AGREEMENT after due written notice, the DEPARTMENT may take such actions or invoke such sanctions under this AGREEMENT and any appropriate regulations issued by the State Department of Social Services as it deems necessary.

(46). The CONTRACTOR shall not make any subcontract for the performance of this AGREEMENT without prior written approval of the DEPARTMENT. The assignment of this AGREEMENT, in whole or in part, or of any money due or to become due under this AGREEMENT shall be void. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements governing purchase of services contracts and the

CONTRACTOR is responsible for the performance of any subcontractor.

(47). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the CONTRACTOR'S performance of the Services defined in Section III. The CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the CONTRACTOR are annexed to this AGREEMENT.

SECTION IX COMPLIANCE WITH LAW

(48). The CONTRACTOR represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The CONTRACTOR also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(49). The CONTRACTOR represents and agrees to be bound by the terms and conditions of Appendix A attached hereto and made a part hereof.

SECTION X TERMINATION OF AGREEMENT

(50). The CONTRACTOR may be terminated by mutual written agreement of the contracting parties.

(51). The CONTRACT may be terminated by the DEPARTMENT for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, including the attachment thereto, provided that the DEPARTMENT shall give the CONTRACTOR written notice specifying the CONTRACTOR'S failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the CONTRACTOR. The CONTRACTOR agrees not to incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.

(52). In addition to the termination provisions set forth in paragraph 51 supra, the DEPARTMENT shall have the right to terminate this AGREEMENT in whole or in part, if at any time CONTRACTOR has failed to comply with any Federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the CONTRACTOR, required by Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and CONTRACTOR fails to secure it during the term of this AGREEMENT.

(53). When a CONTRACT is to be terminated pursuant to Paragraph 51 and 52 of this AGREEMENT, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty days from the date of notice, unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty days from the date of notice. In any event, the effective date of termination shall not be later than the AGREEMENT expiration date.

(54). Upon termination or upon expiration of the term of this AGREEMENT pursuant to Paragraphs 50, 51, or 52 supra, the DEPARTMENT will arrange for the transfer to another CONTRACTOR of all public charges then served in the CONTRACTOR. In order to reimburse that CONTRACTOR for all public charges not transferred by the effective date of termination, the DEPARTMENT and CONTRACTOR will negotiate an extension of this AGREEMENT prior to the date of termination.

(55). The CONTRACTOR shall comply with all DEPARTMENT close-out procedures, including but not limited to: account for and refund to the CONTRACTOR pursuant to this AGREEMENT; not incur or pay any further obligation to be reimbursed to it under this AGREEMENT beyond the termination date; and transmit to the DEPARTMENT or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any services provided under the terms of this AGREEMENT.

SECTION XI

(56). The DEPARTMENT and the CONTRACTOR agree that the CONTRACTOR is an independent CONTRACTOR and is not in anyway to be deemed an employee of the COUNTY.

(57). The CONTRACTOR agrees that it will at all times defend, indemnify and hold the COUNTY and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission by the CONTRACTOR, its officers or employees, with respect to this AGREEMENT and any of the terms thereof.

(58). This CONTRACTOR agrees that payment by the COUNTY will be contingent upon the CONTRACTOR submitting a claim form to THE ACCOUNTING DEPARTMENT which has been approved by DEPARTMENT certifying the satisfactory completion of the CONTRACTOR'S performance and setting forth the payment to be made.

(59). This AGREEMENT may not be assigned, transferred or in any way disposed of by the CONTRACTOR without first having obtained written approval thereof from the DEPARTMENT.

(60). The CONTRACTOR warrants that it is not in arrears to the COUNTY upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

(61). CONTRACTOR warrants that it and its services staff, when necessary, have all of the

licenses, approvals and certifications currently required by the laws of any applicable municipality. CONTRACTOR further agrees to keep such required documents in full force and effects during the term of this AGREEMENT, or any extension, and to comply within the required time to secure any new license so required.

(62). The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

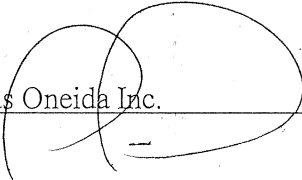
Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: _____

Agency: Kids Oneida Inc.

Authorized Signature: 

Print Authorized Name: R. Roberts III

Title: CEO / Ed

APPENDIX A

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

- (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.
 - (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified

applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

* (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

* (e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

* (f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto

certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

****Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

Purchase of Service Specifications

I. Preventive Service Goals and Objectives,

The need for preventive services is projected to increase substantially. There is need to provide community-based services to families in order to prevent foster care and to return children from foster care. The major priority of preventive services is to decrease the number of children coming into foster care and to return children to a permanent living arrangement. The Agency will pursue an aggressive policy regarding permanency planning for children at risk of coming into care and children in care.

II. Specifications

1. Eligibility - The Department is responsible for determining eligibility for preventive services and authorization of services via required Service application and WMS Authorization.

All referrals to the Agency will be made by Oneida County Department of Social Services. The Agency caseworker will contact the Department's Case Manager to determine a time to conference the case so that decisions can be made pertinent to the Service Plan

2. The Department will provide case management functions to include monitoring of CPS cases; responsibility for submission of CCRS information and cooperation with the Agency for formulation of Service Plan, approval of Plan, and Utilization Review procedures. The Department will be responsible for integration of the Service Plan to assure that one agency/individual is designated as the official case planner, responsible for developing a single family Assessment and Plan. In the event of conflict regarding the Service Plan, the Department is responsible for resolving the issue. The final responsibility for Child Protective cases must rest with the Department's Child Protective Services Staff.

3. Kids Oneida, Inc. will employ (14) fourteen individuals with caseworker qualifications who will serve as the Case Planners, and 1 full-time Program Manager and 1 part-time Clinical Director individuals with the minimum qualifications and experience of Grade B supervisor who will supervise the case planners.

4. Case Planning – Kids Oneida will maintain case contacts as required by State Department of

Social Services Mandated per 88 ADM 27. Mandated contacts will include in-home conference and service plan. The regulations require a minimum of 12 contacts between the case planner and the child and his/her family within each 6-month period of service. Of the 12 contacts, four (4) must be individual face-to-face meetings with the child and/or his family, and two (2) of the meetings within each 6-month time frame must be conducted within the child's home.

Eight of the contacts may be group counseling or group activities if these activities involve interaction between the case Planner and the child and/or his family and the activities are included in the child's Service Plan. In addition per Department policy monthly home visits are required on open preventive cases.

For indicated child protective service cases which are also in receipt of preventive services, the minimum number of cases contacts required shall be determined by the child protective service regulations which require a minimum of two (2) face-to-face case contacts per month with child and/or family, one of which must be in child's home. The Agency understands that it is a mandated reporting source for child abuse and neglect. The Agency further agrees that as a mandated reporter, they will participate with the Department in the investigation and when appropriate, will go to Court.

5. The Contractor will provide the supervision needed for the Contractors Case Planners to ensure that they fulfill the requirements of the Contract and the Department.

It is further agreed between the Department and the Contractor that the case planners will be co-located within the Department's Rome Services Division and office location provided by the Contractor to house Utica division which can include both Contractor and Department staff related to this program. There will be a collaborative management of cases and supervision of staff, by both the Department and the Contractor.

The Contractor will complete progress notes contemporaneously to the event and ensure that these are given to the Case Manager or Supervisor no later than 2 weeks after contact. The Agency will copy any material, they need at their site. The Agency will provide training and supervision in the preparation of case progress notes.

Uniform Case Recording Requirements - The Agency will abide by the department's requirements - and time-frames for submission of information for each family's Uniform Case Record. The Agency will be responsible for the preparation of the Service Plan. The Agency agrees to follow the requirements 88 ADM- 27.

The Contractor will prepare Court Petitions and submit these to the Department's Case Manager 75 days prior to the termination date of the Court order. The Agency's Case Planner or Agency staff substitute will be available for all Court Hearings.

The Contractor agrees to adhere to the Policy, Procedures and Protocols as developed and stated by

the Department.

The Contractor will have back up staff available for emergency coverage through a system of office coverage and use of a beeper.

The Contractor will continue to handle cases and the caseload as stated regardless of temporary staff vacancies.

Additionally, appropriate "PINS" children tracked in a Child Protective Services case will also be identified by and referred to appropriate services.

The referral process will be facilitated at the weekly DAS committee meeting. The DAS Committee shall be in AGREEMENT with the preventive plan.

The Contractor will complete the Composite Contact Sheet and the Individual Contact Sheet on a monthly basis. All forms will have Case Number's Department of Social Services Worker Names, and Contract Number. The individual Contact Sheet will include case comments. These forms will be sent to the Contract Administrator for distribution.

The Contractor will complete a Quarterly Contract Review every 3 months.

6. Reporting Requirements - In active CPS cases, the Agency must supply the Department with necessary information to complete the DSS 2233 - "Follow-up Report Child(ren) in Need of Protection."

7. Confidentiality - Agency will abide by state laws regarding confidentiality of client information. Written, informed, client consent will be required before confidential information is divulged. Case material will be stored in a locked file in an office inaccessible to unauthorized access. The official case record will be maintained at Department.

8. The Contractor agrees to arrange or provide transportation for clients for the following situations, but not limited to these situations;

1. Medical Appointments
2. Visitations
3. Counseling appointments
4. Shopping, and Contacts with other Agencies to improve housing
5. Pre-Placement Visits, if necessary.
6. to the Department for Departmental business.

9. Outcome/Measurements

Outcome: The case planning contract will work with participant families to prevent children from

entering care, to reduce the length of stay of children in placement, to reduce the number of children needing replacement and to provide community oversight to high risk cases in order to monitor and insure children's safety.

Performance: Family service needs will be identified and participants will become engaged in services. Family assessment will be done in a manner that reflects culturally competent and family focused planning. Case planning responsibilities will include casework counseling, advocacy and referral, service coordination, assistance with transportation, supervision and oversight of open cases. The case planner will provide community oversight for children in high risk families through frequent contact and/or monitoring of court orders as well as the identification and utilization of appropriate community based resources as well as contact with individuals in a position to assess safety and well being of the children.

Measurement: 70% of the participant families will not have any substantiated reports of abuse/neglect while participating in services.

Measurement: 70% of participant families that have children in out of home placements eligible for mandated preventive services based on the service plan goal to return children home within 6 months; will have their children returned to them within the specified 6 month period.

Measurement: 70% of the cases with existing Family Court orders will not have any new violations filed during the time the case remains open with the case planning contract.

Measurement: 70% of the participants will report satisfaction with services offered as measured by a client satisfaction survey.

III. Claiming Procedures - The Agency will bill monthly by County Voucher provided by the Department: which shall include Contract number, Contract Name, and Workers Time sheets. The Agency will attach a reconciliation of expenditures, as per the attached budget. A final reconciliation is required and fiscal adjustments upon presentation of the final voucher of the contract.

The agency agrees to prepare and provide any and all monthly reports required by the County and State Governments pertaining to this contract.

Such financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and/or Federal personnel. Agency financial records for the contracted program must be completed and available to the Department of Social Services Fiscal Staff for review and Audit upon request. The Agency will also submit the " Itemized, Composite Billing for Preventive Service Contracts / Case Planning and "Itemized individual Billing for all Preventive Services Contracts: Counseling, Case Planning, Parent Aide, Other, and Comments the Agency will submit a Contract Quarterly Evaluation every 3 months.

IV. Contract Evaluation - The Department will review and monitor Contract adherence collecting data internally and externally. The Department and the Contractor will meet at least quarterly to discuss the current Agreement Status.

V. Cost and Term - The total cost of the Program is not to exceed \$ 655,953 as per the attached

budget. Performance under this agreement shall commence on January 1, 2014 and shall terminate on December 31, 2014 and may be renewed in writing from renegotiations agreeable to each party, for an additional one year term not to exceed December 31, 2015. It is understood and agreed that the Department shall not be obligated to extend or renew the terms of this agreement.

VI. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

Kids Oneida Inc.
Case Planning Contract # 23805
January 1, 2014 – December 31, 2014

Personal Services:

Total Salaries	\$ 448,565
Fringe Benefits	\$ 125,598
Personal Service Contracts	\$ <u>0</u>

Total Personal Services \$ 574,163

OTPS

Office/Program Supplies	\$ 6,000
Training, Family Support, etc...	\$ 2,000
Administrative Consultation	\$ 21,762
Travel/Mileage	\$ 24,628
Office Space	\$ 23,400
Cell Phone Expense	\$ <u>4,000</u>

Total OTPS \$ 81,790

Total Expenses \$ 655,953

APPENDIX C

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.
- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that 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, form, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the

Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

- c. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub-contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub-contractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

- e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded.
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall

follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and

operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of

the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insured and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with Federal and State Laws as supplemented in the Dept. of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

Kids Oneida, Inc.
NAME OF CONTRACTED AGENCY

R. Roberts III CEO/Ed
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

[Signature]
SIGNATURE

12-2-13
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, 2014, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer

or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **Health Insurance Portability and Accountability Act (HIPAA).**

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any

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.

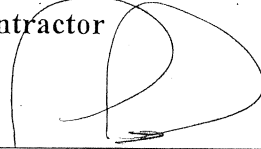
IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By: _____

Oneida County Executive

Contractor

By:  _____

Name:

Approved as to Form only

Oneida County Attorney

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

December 2, 2013

Honorable Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 13-450

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.

Enclosed is a Purchase of Services Agreement with Kids Oneida Inc., 310 Main Street, Utica, New York for operation of the Return Home Early Project. The program will monitor all youth who are placed in residential treatment centers to assess the youth's, as well as the family's "readiness" or ability to be returned home successfully.

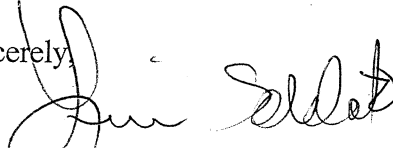
The program will identify children in placement that would benefit from existing community based services and reside in their home communities as soon as possible with appropriate community services, therefore, shorten lengths of stay for children currently in out-of-home care, reduce the need for children to re-enter out-of-home care, and ensure they are placed at an appropriate level of care closer to home.

The term of this Agreement shall be from January 1, 2014 through December 31, 2014. The maximum amount of this contract is \$ 132,513 with a local cost of 27.18 % or \$ 36,017.03.

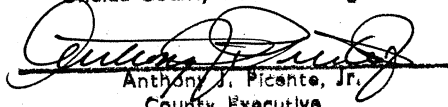
I am respectfully requesting that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,


Lucille A. Soldato
Commissioner

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by


Anthony J. Picente, Jr.
County Executive

Date 12/4/13

LAS/tms
attachment

12/2/13
23806

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Kids Oneida Inc.
310 Main Street
Utica, New York 13501

Title of Activity or Services: Return Home Early Program

Proposed Dates of Operations: January 1, 2014 – December 31, 2014

Client Population/Number to be Served: Youth placed in Residential Treatment Centers (RTC) the general population of youth placed in RTC's is Juvenile Delinquents or Persons in need of Supervision, also some youth placed are from Child Protective Services Cases.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The program will monitor all youth who are placed in residential treatment centers to assess the youth's, as well as the family's "readiness" or ability to be returned home successfully. The program will identify children in placement that would benefit from existing community based services and able to reside in their home communities. These intensive services will serve as a less intense option for youth to continue their treatment once they have stabilized in out of home placement. The program will be based on a collaborative team based approach with Department, Contractor, placement facilities, families, school districts, and community partners.

2). Program/Service Objectives and Outcomes -

The Return Home Early Project will return children from out of home placement as soon as possible with appropriate community services, therefore, shorten lengths of stay for children currently in out-of-home care, reduce the need for children to re-enter out-of-home care, and ensure they are placed at an appropriate level of care closer to home.

3). Program Design and Staffing Level -

One Residential Outreach Worker, file and record keeping assistance through Client Tracker by a support staff member, direct oversight from the Director of Operations, and consultation by the Medical Director.

Total Funding Requested: \$ 132,513

Oneida County Dept. Funding Recommendation: Account # A6119.495

Mandated or Non-mandated: Preventive services are mandated

Funding Source (Federal \$ /State \$ / County \$):

Federal	38.39 %	\$ 50,871.74
State	34.43 %	\$ 45,624.23
County	27.18 %	\$ 36,017.03

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider for this service since 2011. The maximum contract cost for 2013 was \$ 132,513.

O.C. Department Staff Comments:

This program was submitted through the Request for proposal process and Kids Oneida was awarded the contract

THIS IS AN AGREEMENT, by and between the ONEIDA COUNTY THROUGH ITS DEPARTMENT OF SOCIAL SERVICES (hereinafter called the DEPARTMENT) having its principal office at 800 PARK AVENUE, UTICA, NY 13501 and KIDS ONEIDA INC. a not-for-profit corporation as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law (or, a public agency) having its principal office at 310 MAIN STREET, UTICA, NEW YORK 13501 (hereinafter called the Agency or Contractor).

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of ONEIDA (hereinafter called the Commissioner) is charged with the responsibility for the administration of all child welfare services provided in the County of ONEIDA (hereinafter, the County) at public expense pursuant to Article 6 of the Social Services Law including preventive services pursuant to Section 409 et seq of the Social Services Law and the Consolidated Services Plan for New York State, and

WHEREAS, the Commissioner pursuant to Section 409-a.3 of the Social Services Law and 18 NYCRR Section 405.1 may provide such preventive services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or a not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-for-Profit Corporation Law or a public agency that receives the prior approval of the New York State Department of Social Services; and

WHEREAS, the Contractor under the terms of its corporate authority has the power to provide the services required to be performed herein and

or

WHEREAS, the public agency has the statutory authority to provide the services required to be performed herein; and

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality preventive services in conformance with the Consolidated Services Plan of the County of ONEIDA, Section 409 et seq of the Social Services Law and 18 NYCRR Parts 405 and 423, and

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these services.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:

SECTION I DEFINITIONS

Whenever the following terms are used in this AGREEMENT and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted.

(1) Preventive services shall mean these supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of: averting a disruption of a family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered preventive services.

Mandated preventive services shall mean preventive services provided to a child and his family whom the district is required to serve pursuant to 18 NYCRR Part 430.9. Non-mandated preventive services shall mean preventive services provided to a child and his family who the district may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this AGREEMENT when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered preventive services.

(2) Case management is defined as the responsibility of the local Department of Social Services to authorize the provision of preventive services, to approve the client eligibility determination according to the criteria of 18 NYCRR Part 423.3 and, to approve in writing, the service plans as defined in 18 NYCRR Part 428.

(3) Case planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those preventive services needed by a child and his family to prevent disruption of the family or to help a child in foster care return home sooner. Case planning shall include, but not be limited to, referring such child and his family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Part 430.8 through 430.12 that such services are provided and providing casework contact as defined in paragraph (4) of this AGREEMENT. Case planner shall mean the caseworker assigned case planning responsibility.

(4) Casework contacts is defined as :

(i). Individual or group face-to-face counseling sessions between the case planner and the child and/or the child's parents, relatives or guardians constitutes preventive services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.

(ii). Individual or group activities with the child and/or the child's parents that are planned for the purposes of achieving such course of action as specified in the child and family's service plan.

(5). Clinical services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from casework contacts as defined in paragraph (4) of this AGREEMENT.

(6). Day Care services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law,

(7). Day services to children as defined in 18 NYCRR Part 425.1 shall mean a program offering a combination of services including at least: social services, psychiatric, psychological, education and/or vocational services and health supervision and also including, as appropriate, recreational and transportation services, for at least 3 but not less than 24 hours a day and at least 4 days per week excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, that service may be waived.

(8). Emergency cash or goods is defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his family in an emergency or acute problem situation in order to avert foster care placement.

(9). Emergency shelter is defined as providing or arranging for shelter where a child and his family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.

(10). Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his parent, or legal guardians, or other caretakers and siblings. Family may include a women who is pregnant as specified in 18 NYCRR Part 430.9(c)(6). Family may also include a child who does not live with his parents and needs services to prevent return to foster care.

(11). Family planning services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(12). Home management services as defined in the Consolidated Services Plan off the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(13). Homemaker services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(14). Housekeeper/chore services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(15). Parent Aide Services is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and family/parent role performance. Techniques may include but not limited to role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

(16). Parent training is defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent / child relationships in order to avert a disruption in a family or help a child in foster care return home sooner than otherwise possible. Parent training may include child-parent interaction groups formed to enhance relationship and communication skills.

(17). Transportation services is defined as providing or arranging for transportation of the child and/or his family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a preventive service for visitation of children in foster care with their parents and may only be provided if such transportation cannot be arranged or -- provided by the child's family.

SECTION II TERM OF AGREEMENT

(18). The term of this Agreement shall be from JANUARY 1, 2014 through DECEMBER 31, 2014 and may be renewed in writing from renegotiations agreeable to each party, for an additional one year term not to exceed December 31, 2015. The parties hereto are under no obligation to renew this Agreement or to purchase or provide services, in whole or in part, after herein provided. Either party should give notice in writing of its intention not to renew the Agreement.

If notice not to renew has not been given in accordance with the foregoing, then the parties shall move with all due speed to reach a new Agreement to become effective upon expiration of this current Agreement.

If such negotiations for a new Agreement have not been completed upon expiration of this Agreement, the parties must enter into a written interim continuation Agreement for the intervening

SECTION III SCOPE OF SERVICES

(19). It is mutually agreed between the DEPARTMENT and the CONTRACTOR that the CONTRACTOR shall furnish preventive services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.

(20). The DEPARTMENT shall be responsible for determining the eligibility of persons for preventive services of children to be purchased by the DEPARTMENT. The DEPARTMENT shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.

(21). The DEPARTMENT shall be responsible for case management which shall include authorizing the provision of preventive services, approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.

(22). The CONTRACTOR agrees to provide preventive services in accordance with the Program narrative and rates of payment described in Appendix B of this AGREEMENT.

(23). The CONTRACTOR and the DEPARTMENT shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.

(24). The CONTRACTOR and the DEPARTMENT agree to comply with Section 153 of the Social Services Law which requires all social services districts which purchase preventive services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(25). The CONTRACTOR and the DEPARTMENT agree that a determination by the State Department of Social Services to deny reimbursement to the DEPARTMENT for the provision of preventive services for a child, pursuant to Sections 153 and 153-a through 153-k of the Social Services Law, shall not relieve the DEPARTMENT or the CONTRACTOR from which the DEPARTMENT has purchased preventive services, from its statutory or contractual obligations to continue to provide preventive services for the child or other children in its care.

(26). Case Planning, along with casework contacts, shall be provided by the CONTRACTOR in accordance with Appendix B of this AGREEMENT and as required by individual case plans 18 NYCRR Part 428.1 through 428.10.

(27). The CONTRACTOR will review and discuss the service plan with the DEPARTMENT. Any changes in the plan or significant deviation therefrom, shall be submitted in a revised plan to the DEPARTMENT prior to the proposed implementation of the change. The CONTRACTOR shall implement the change upon receipt of written approval by the DEPARTMENT.

(28). The CONTRACTOR agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

SECTION IV FAIR HEARINGS

(29). The DEPARTMENT shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The DEPARTMENT will also inform applicants for or recipients of preventive services how to file a fair hearing request. Whenever an applicant, or recipient, requests a fair hearing, the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The DEPARTMENT shall provide the CONTRACTOR with copies of the decision. The CONTRACTOR upon the request of the DEPARTMENT, shall participate in appeals and fair hearings as witnesses for a determination of issues.

SECTION V REIMBURSEMENT AND SERVICE FEES

(30). The DEPARTMENT shall reimburse the CONTRACTOR for provision of preventive services in accordance with the claiming procedures and prescribed schedule of fees, if applicable as set forth in Appendix B of this AGREEMENT and in accordance with State and Federal regulations pertaining to reimbursement of preventive services.

SECTION VI GENERAL RESPONSIBILITIES OF PARTIES

(31). The governing board of the CONTRACTOR shall exercise oversight of its day to day affairs and programs. The CONTRACTOR shall have the responsibility for day to day provision of preventive services for each child serviced by it in accordance with this AGREEMENT and with appropriate State Department of Social Services Regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the DEPARTMENT.

(32). The CONTRACTOR will maintain sufficient staff, facilities and equipment, in accordance with the Regulations of the State Department of Social Services in order to provide the services set forth in Appendix B of this AGREEMENT.

(33). The CONTRACTOR agrees to provide the services described in Appendix B of this AGREEMENT at the principal location of:

KIDS ONEIDA INC. (Return Home Early Project),
310 MAIN STREET, UTICA, NEW YORK 13501:

and agrees to provide the DEPARTMENT written notification of the location(s) of any additional support services that are provided in conjunction with the child service plan, outside of the aforementioned address(s).

(34). The DEPARTMENT agrees to notify the CONTRACTOR with the person assigned to monitoring responsibility for Child Protective Services for the recipients receiving preventive services from the CONTRACTOR.

SECTION VII BOOKS, RECORDS AND REPORTS

(35). The CONTRACTOR will keep accurate records (in conformance with State regulations established for utilization review and uniform case recording) for each public charge receiving services under this AGREEMENT. Each record shall indicate the services provided to the child and his or her family, in addition to other recipients of service involved with the case, including the date such services were provided. The CONTRACTOR shall make such reports to the DEPARTMENT on the current status and progress of each recipient of service at intervals required in the State Department of Social Services Regulations.

(36). All information contained in the CONTRACTOR'S files shall be held confidential by the CONTRACTOR and the DEPARTMENT pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

(37). The records of individual recipients of services shall be made available to the DEPARTMENT upon request for consultation or review.

(38). The CONTRACTOR will maintain statistical records as required by the DEPARTMENT and will furnish such data at times prescribed by and on forms supplied by the DEPARTMENT.

(39). The CONTRACTOR agrees to maintain financial books, records and necessary supporting documents as required by the DEPARTMENT. The CONTRACTOR will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this AGREEMENT. The CONTRACTOR agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by the DEPARTMENT.

(40). The CONTRACTOR agrees to retain all books, records and other documents relevant to this AGREEMENT for six (6) years after final payment for services to which they relate, during which time authorized County, State and/or Federal auditors shall have access to and the right to examine the same.

(41). In addition to Paragraph 37, 38, 39 and 40 of this AGREEMENT, and until the expiration of (6) years after the furnishing of services pursuant to this AGREEMENT or any subcontract made pursuant to this AGREEMENT, the CONTRACTOR and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this AGREEMENT, and books, documents and records of CONTRACTOR or subcontractor(s) that are necessary to certify the nature and extent of such costs.

SECTION VIII ACCOUNTABILITY

(42). The DEPARTMENT will establish methods to evaluate the provision of preventive services by the CONTRACTOR pursuant to this AGREEMENT. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the CONTRACTOR recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his jurisdiction and thus has the duty, ongoing throughout the term of this AGREEMENT, to monitor the CONTRACTOR with regard to the preventive services provided to the children referred hereunder.

(43). The CONTRACTOR agrees that a program and facilities review, as pertains to the delivery of preventive services under this AGREEMENT, including meetings with recipients of service, review of uniform case records, review of service policy and procedural issuances, review of staffing and job description and meetings with and staff directly or indirectly involved in the provision of preventive services, may be conducted at any reasonable time by qualified personnel from those local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.

(44). The DEPARTMENT shall confer with the CONTRACTOR at least twice a year to discuss the CONTRACTOR'S services purchased by the DEPARTMENT. This shall include but not be limited to such items as frequency of contact and planning with the natural family and significant others, scope of Service Plans and of achieving the goals stated therein, extent to which special mental health, remedial, tutorial and vocational services were provided after the CONTRACTOR and the DEPARTMENT determined these were necessary. These semi-annual client reviews shall include determination of compliance to contract requirements.

(45). If the CONTRACTOR significantly does not conform to the provisions of this AGREEMENT after due written notice, the DEPARTMENT may take such actions or invoke such sanctions under this AGREEMENT and any appropriate regulations issued by the State Department of Social Services as it deems necessary.

(46). The CONTRACTOR shall not make any subcontract for the performance of this AGREEMENT without prior written approval of the DEPARTMENT. The assignment of this AGREEMENT, in whole or in part, or of any money due or to become due under this

AGREEMENT shall be void. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements governing purchase of services contracts and the CONTRACTOR is responsible for the performance of any subcontractor.

(47). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the CONTRACTOR'S performance of the Services defined in Section III. The CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the CONTRACTOR are annexed to this AGREEMENT.

SECTION IX COMPLIANCE WITH LAW

(48). The CONTRACTOR represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The CONTRACTOR also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(49). The CONTRACTOR represents and agrees to be bound by the terms and conditions of Appendix A attached hereto and made a part hereof.

SECTION X TERMINATION OF AGREEMENT

(50). The CONTRACTOR may be terminated by mutual written agreement of the contracting parties.

(51). The CONTRACT may be terminated by the DEPARTMENT for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, including the attachment thereto, provided that the DEPARTMENT shall give the CONTRACTOR written notice specifying the CONTRACTOR'S failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the CONTRACTOR. The CONTRACTOR agrees not to incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.

(52). In addition to the termination provisions set forth in paragraph 51 supra, the DEPARTMENT shall have the right to terminate this AGREEMENT in whole or in part, if at any time CONTRACTOR has failed to comply with any Federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the CONTRACTOR, required by Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and

CONTRACTOR fails to secure it during the term of this AGREEMENT.

(53). When a CONTRACT is to be terminated pursuant to Paragraph 51 and 52 of this AGREEMENT, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty days from the date of notice, unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty days from the date of notice. In any event, the effective date of termination shall not be later than the AGREEMENT expiration date.

(54). Upon termination or upon expiration of the term of this AGREEMENT pursuant to Paragraphs 50, 51, or 52 supra, the DEPARTMENT will arrange for the transfer to another CONTRACTOR of all public charges then served in the CONTRACTOR. In order to reimburse that CONTRACTOR for all public charges not transferred by the effective date of termination, the DEPARTMENT and CONTRACTOR will negotiate an extension of this AGREEMENT prior to the date of termination.

(55). The CONTRACTOR shall comply with all DEPARTMENT close-out procedures, including but not limited to: account for and refund to the CONTRACTOR pursuant to this AGREEMENT; not incur or pay any further obligation to be reimbursed to it under this AGREEMENT beyond the termination date; and transmit to the DEPARTMENT or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any services provided under the terms of this AGREEMENT.

SECTION XI

(56). The DEPARTMENT and the CONTRACTOR agree that the CONTRACTOR is an independent CONTRACTOR and is not in anyway to be deemed an employee of the COUNTY.

(57). The CONTRACTOR agrees that it will at all times defend, indemnify and hold the COUNTY and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission by the CONTRACTOR, its officers or employees, with respect to this AGREEMENT and any of the terms thereof.

(58). This CONTRACTOR agrees that payment by the COUNTY will be contingent upon the CONTRACTOR submitting a claim form to THE ACCOUNTING DEPARTMENT which has been approved by DEPARTMENT certifying the satisfactory completion of the CONTRACTOR'S performance and setting forth the payment to be made.

(59). This AGREEMENT may not be assigned, transferred or in any way disposed of by the CONTRACTOR without first having obtained written approval thereof from the DEPARTMENT.

(60). The CONTRACTOR warrants that it is not in arrears to the COUNTY upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

(61). CONTRACTOR warrants that it and its services staff, when necessary, have all of the licenses, approvals and certifications currently required by the laws of any applicable municipality. CONTRACTOR further agrees to keep such required documents in full force and effects during the term of this AGREEMENT, or any extension, and to comply within the required time to secure any new license so required.

(62). The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: _____

Agency: Kids Oneida Inc. _____

Authorized Signature: _____

Print Authorized Name: R. Roberts _____

Title: CEO / Ed _____

APPENDIX A

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

- (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.
 - (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified

applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

- * (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.
 - * (e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.
 - * (f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.
- VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.
- VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto

certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

****Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

Purchase of Services Specifications for the Agreement between Oneida County through its Oneida County Department of Social Services, a municipal corporation organized and existing under the Laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and Kids Oneida Inc. with its principal offices located at 310 Main Street, Utica, New York 13501 (hereinafter called Contractor).

The Contractor will provide a Return Home Early Project. The program will monitor all youth who are placed in residential treatment centers (RTC) to assess the youth's, as well as the family's "readiness" or ability to be returned home successfully. The general population of the youth placed in RTC's is Juvenile Delinquents (JD's) or Persons in Need of Supervision (PINS), also some youth placed are from Child Protective Services (CPS) cases.

Contractor will target children placed at the most restrictive level of out of home placement through the utilization of an assessment tool to return children home early from residential care, shortening lengths of stay, identifying more appropriate and least restrictive levels of care, and transitioning youth to facilities closer to home. The use of a highly effective assessment tool, an outcome based proprietary software package, and a collaborative relationship with placement providers, school districts, Family court, and the Department of Social Services will allow for a highly organized and efficient program that will serve as a model initiative to assess effectiveness of out of home placement.

Contractor will provide service to every child placed at the Residential Treatment Center (RTC) and Group Home (GH) level of care by the Department. These children are placed on a Person In Need of Supervision (PINS), Juvenile Delinquent (JD), or Abuse/Neglect court order for a predetermined amount of time by Family Court Judges. After disposition, children can be placed at various facilities across the state.

One Residential Outreach Worker will be responsible for the independent assessment of every child. This independent assessment will include a Child Readiness Assessment, ongoing face to face collaboration with the child and his/her treatment team, and a review of the child's academic records, mental health history, family dynamics, community interactions, and legal obstacles that will be present once returned home. The Contractor will be allowed access to records as part of the assessment process.

The Contractor will dedicate one full-time Residential Outreach Worker to lead the program that will identify children in placement that would benefit from existing community based services and able to reside in their home communities. These intensive services will serve as a less intense option for youth to continue their treatment once they have stabilized in out of home placement.

The program will be based on a collaborative team based approach with Department, Contractor, placement facilities, families, school districts, and community partners.

The Residential Outreach Worker will be charged with the ability to provide a neutral assessment of every child's individual situation that has placed them at the institutional level of care. All children placed in DSS custody will continue to be tracked through the course of his/her out of home placement by the utilization of a software program that will monitor movements, outcomes, and readiness of all children in care. This system should have a reporting functionality that can produce various trend reports that will be made available to the Department upon request.

The approved Child Readiness Assessment, which is an evaluation tool, will be completed on every child placed at the RTC and GH level of placement. This comprehensive tool is designed to rate a child's readiness to return to their home environment. The assessment rates various domains that will give those involved a better sense of the areas a child and their family must improve upon in order to achieve a successful reunification. A comprehensive assessment of the environment the child will be returning to is a part of the process. The Child Readiness Assessment provides a recommendation if the child will be ready to be returned home in less than six months or more than six months. The same is reported of the home environment; will the family be ready for the child's return in more or less than six months. It is at this stage of the child's assessment that the treatment team will be charged with identifying interventions to address areas of concern that are preventing a return home.

Every child placed at the institutional level of care will have an assessment completed once they have been at the facility for 90 days. Placement agencies will be trained on completing this assessment and be required to complete one for all children from Oneida County. Once the assessment has been completed a face-to-face interview with the child and their treatment team is held to better understand the intricacies of each individual's situation. Family history, school records, and legal involvement are all reviewed during this process. The program strives to meet with every youth face-to-face quarterly. It is the culmination of this intensive process that provided Oneida County Department of Social Services, Family Court, the family, and placement agency with a fresh perspective on treatment alternatives to residential placement.

Through this process, children ready for discharge will be identified at an earlier stage of their placement and be able to be served by community services in their home/lower level of care. Because the Residential Outreach Worker has been working with the treatment team in advance, a detailed recommendation regarding community based services, school plan, and linkage to natural resources is possible. Return Home Early Project will identify the most appropriate aftercare program for each child returned home early. A single point of reentry will streamline the current process and allow for more proactive and detailed reunification plans. Increase collaboration and better planning will in turn improve existing recidivism rates.

Through strong advocacy, collaboration, and family empowerment, children that could be served at home, in lower levels of care (i.e., foster care) and closer to home will be identified as a result of

the Return Home Early Project

Return Home Early Project will return children from out of home placement as soon as possible with appropriate community services, therefore, shorten lengths of stay for children currently in out-of-home care, reduce the need for children to reenter out-of-home care, and ensure they are placed at an appropriate level of care closer to home. Contractor will focus on the measurements established by the Department of Social Services.

Contractor will keep accurate records in compliance with established State Regulations. Each child assessed will have a separate electronic case record which will include dates and information detailing the services provided. Confidentiality of case records will be maintained as directed in Social Service Law and State Regulations. Case records will be made available to the Department of Social Services upon request

Statistical information regarding clientele and program performance will be gathered and reports generated at least semi-annually and as requested by the Department of Social Services. Financial records will be accurately maintained to reflect direct and indirect costs of services provided. All records will be retained for a period of at least six years after the final payment received.

It is further understood that this program is expense driven and the total cost of the Program is not to exceed \$ 132,513 as per the attached budget. The term of this Contract is from January 1, 2014 to December 31, 2014 and maybe renewed annually agreeable to both the Department and the Contractor for an additional one year term not to exceed December 31, 2015. It is understood and agreed that the Department shall not be obligated to extend or renew the terms of this agreement.

All Contractor employees are required to be cleared by the State Central Registry and Sex Offender Registry.

The staffing composition of the Return Home Early Project will include: one Residential Outreach Worker, file and record keeping assistance through Client Tracker by a support staff member, direct oversight from the Director of Operations, and consultation for more complex cases by the Medical Director.

The project will be managed by one Residential Outreach Worker. This worker will serve as a single point of contact for residential agencies, provide ongoing support to DSS Case Managers, and maintain data for program evaluation. Minimum qualifications for the Residential Outreach Worker include a Bachelor's Degree in Human Services or related field and at least two years experience working with children and families with special needs (residential placement experience preferred). This individual will be responsible for maintaining ongoing communication to ensure collaboration between Oneida County Department of Social Services, placement facility, Family Court, home school district, and the family. It is crucial that this individual maintain relationships with all parties involved to ensure team-based approach to assessing a child's treatment. The worker will further make independent recommendations to the County regarding a child's current out of

home placement treatment based on the tools discussed. The residential outreach worker will be available in Family Court to review the recommendations as needed and ensure the transition into existing community-based preventive services for every child discharged home early.

The maintenance of the Client Tracker, including the entry of the child placements and transitions inputting of Child Readiness Assessment, and creation of new cases, will be done by a support staff member. This individual will ensure that accurate and timely maintenance of Client Tracker in order to ensure an accurate product that is capable of producing reports on demand. With oversight by the Residential Outreach Worker and the Director of Operations, detailed reports will be produced as requested by the Department of Social Services.

The Contractor's Medical Director is a license Child Psychiatrist. The Medical Director will dedicate time to the program to consult on the most complex cases within the county. This individual insight will provide the program with comprehensive recommendations as to potential treatment options for severely emotionally disturbed youth that may linger in out of home placement.

The Contractor is qualified to provide such services and has access to appropriate personnel to provide such services.

The Department has determined that the amount of funds to be paid to the Contractor is fair and reasonable to provide such services and shall not exceed \$ 132,513 per attached budget.

The Contractor will keep accurate records for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her family, including the date such services were provided. The Agency shall make such reports to the Department on the current status and progress of each recipient of service at intervals required.

All information contained in the Contractor's files shall be held confidential pursuant to the applicable provision of the Social Services Law and any State Dept. Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

It is expressly understood that the Contractor may subcontract for the performance of the above without prior written approval of the Department. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements and the Contractor is responsible for the performance of any subcontractor.

Upon receiving the appropriate referral from the Department, the Contractor will follow the established procedures as outlined in enrollment section of the Kids Oneida Policy and Procedure Manual. The Contractor will maintain a no reject or no eject policy. No discontinuing of services because of client cooperation or agreement without plan amendment and Department of Social Services approval

The Contractor agrees to devise reporting and assessment forms acceptable to the Department (NYCRR 428).

The Contractor agrees to help to encourage all appropriate parties to be present for the case planning/service plan development sessions.

The Contractor agrees to participate in FASP/Services plan meetings and other treatment meetings as requested by the Department.

Outcome/Measurements for Case Management System

- At least 20% of the total children placed in residential care will be returned home early.
- At least 70% of the youth returned home early will not re-enter any level of out of home placement.

The Contractor will provide reports to the Department as requested and a final statistical report of services provided by the Contractor and all subcontractors under the terms of this Agreement.

The Contractor agrees to prepare and provide any and all monthly reports or statistical data required by the County and State Governments pertaining to this contract.

In the event of home visitation, it should be the responsibility of representatives of the County of Oneida involved either directly or through contract services to have those representatives observe negative living conditions in the residences that are inspected and to report those conditions to the responsible code department for the municipality in which they are located or to the Department of State, if the Municipality has no code enforcement agency. Each representative will have checklist and will complete the checklist after making visual inspections and will also report any gross deviations from normal living standards not included on the checklist.

This Agreement can be terminated with a 30 day written notice by either party.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

Kids Oneida Inc.
Return Home Early Project # 23806
January 1, 2014 – December 31, 2014

Personal Services:

Total Salaries	\$ 81,857
Fringe Benefits	\$ 19,645
Personal Service Contracts	\$ <u>0</u>

Total Personal Services **\$ 101,502**

OTPS

Office/Program Supplies	\$ 500
Administrative Consultation	\$ 12,019
Travel/Mileage	\$ 4,272
Other Expenses	\$ 14,220

- Cell Phone
- Wireless Card Service
- Software Licensing Client Tracker

Equipment	\$ <u>0</u>
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Total OTPS **\$ 31,011**

Total Expenses **\$ 132,513**

APPENDIX C

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.
- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that 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, form, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the

Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

- c. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub-contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub-contractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall

follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and

operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of

the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insured and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Kids Oneida Inc.
Return Home Early Project

23806
1/1/14-12/31/14

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, 41 CFR Part 60.

The Contractor also agrees to comply with Federal and State Laws as supplemented in the Dept. of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

NAME OF CONTRACTED AGENCY

R. Roberts III CEO/Ed

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

[Signature]

SIGNATURE

12-2-13

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, 2014, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer

- or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any

manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or

intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection,

auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

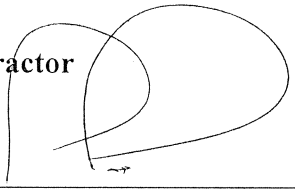
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

Contractor

By: _____

By:  _____

Name:

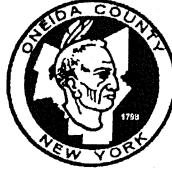
Oneida County Executive

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

December 2, 2013

Honorable Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 13-451

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.

Enclosed is a Purchase of Services Agreement with Kids Oneida Inc. for operation of an Integrated Service delivery system based on wrap-around care principles.

The service will be provided as a care management system for clientele referred by the committee on appropriate placement (JD/PINS), DSS placement committee (Abuse/Neglect) and Committees on Special Education. The children placed in this program are assessed and begin to receive the appropriate level of community based services. The goals are to divert out-of-home placements, shorten the length of stay of placements, and significantly improved child and family functioning.

The services are paid on rate of \$ 2,034.00 per month per child. The term of this Agreement is January 1, 2014 through December 31, 2014. The Contractor was paid \$ 3,062,503.80 for the period of October 2012 through September 2013 with a local cost of 27.18 % or \$ 832,388.53.

I am respectfully requesting that this matter be forwarded to the Board of Legislators.

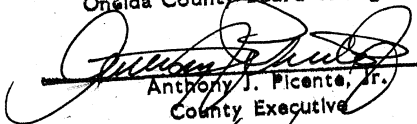
Thank you for your consideration.

Sincerely,


Lucille A. Soldato
Commissioner

LAS/tms
attachment

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by


Anthony J. Picente, Jr.
County Executive

Date 12/4/13

12/2/13
23801

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Kids Oneida Inc.
310 Main Street
Utica, New York 13501

Title of Activity or Services: Case Management System

Proposed Dates of Operations: January 1, 2014 – December 31, 2014

Client Population/Number to be Served: Youth placed by committees on appropriate placement (PINS/JD), DSS Placement Committee (Abuse/Neglect), and Committees on Special Education.

135 Children (Maximum at any given time)

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor will provide an Integrated Service delivery system based upon wrap-around care principals. The system would operate as a capitated, care management system for clientele referred through the committee on appropriate placement and placement committee.

2). Program/Service Objectives and Outcomes -

Outcome # 1: Children and caretakers will demonstrate an increased knowledge and understanding of the mental illness that affects their family and develop the appropriate skills to successfully live with their illness and remain in the community.

Performance: Children and caretakers will jointly develop with Kids Oneida a “plan of care” that specifically addresses the needs of the family through linkages to an integrated system of community-based services as an alternative to institutionalization.

Outcome # 2: Children with mental illness enrolled in the Kids Oneida program will experience a decreased number of out of home placements and care days in mental health facilities or Department of Social Services child care agencies as compared to previous years.

Performance: Children and caretakers will jointly develop with Kids Oneida a “plan of care” that specifically addresses the needs of the child in temporary placement and supports for the family through linkages to an integrated system of community-based services as an alternative to

institutionalization.

3). Program Design and Staffing Level -

See number one (1)

Total Funding Requested: \$ 2,034 per month per child

Oneida County Dept. Funding Recommendation: Account # A6119.495

Mandated or Non-mandated: Preventive services are mandated

Funding Source (Federal \$ /State \$ / County \$):

Federal	38.39 %	\$ 780.85
State	34.43 %	\$ 700.31
County	27.18 %	\$ 552.84

Cost Per Client Served: \$ 2,034 per child per month.

Past performance Served: The Department has contracted with this provider for this service since 1998. The Contractor was paid \$ 2,034 per child per month at a cost of \$ 3,062,503.80 for the period October 1, 2012 through September 2013.

O.C. Department Staff Comments:

The contractor puts additional resources into the children currently institutionalized, this will save Oneida County money because the length of stay in the Institution will decrease and the cost of the Institution will be paid by the Contractor while under the care of the Contractor.

This program was submitted through the Request for proposal process and the Department received three (3) respondents and Kids Oneida was awarded the contract

THIS IS AN AGREEMENT, by and between the ONEIDA COUNTY THROUGH ITS DEPARTMENT OF SOCIAL SERVICES (hereinafter called the DEPARTMENT) having its principal office at 800 PARK AVENUE, UTICA, NY 13501 and KIDS ONEIDA INC. a not-for-profit corporation as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law (or, a public agency) having its principal office at 310 MAIN STREET, UTICA, NEW YORK 13501 (hereinafter called the Agency or Contractor).

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of ONEIDA (hereinafter called the Commissioner) is charged with the responsibility for the administration of all child welfare services provided in the County of ONEIDA (hereinafter, the County) at public expense pursuant to Article 6 of the Social Services Law including preventive services pursuant to Section 409 et seq of the Social Services Law and the Consolidated Services Plan for New York State, and

WHEREAS, the Commissioner pursuant to Section 409-a.3 of the Social Services Law and 18 NYCRR Section 405.1 may provide such preventive services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or a not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-for-Profit Corporation Law or a public agency that receives the prior approval of the New York State Department of Social Services; and

WHEREAS, the Contractor under the terms of its corporate authority has the power to provide the services required to be performed herein and

or

WHEREAS, the public agency has the statutory authority to provide the services required to be performed herein; and

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality preventive services in conformance with the Consolidated Services Plan of the County of ONEIDA, Section 409 et seq of the Social Services Law and 18 NYCRR Parts 405 and 423, and

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these services.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:

SECTION I DEFINITIONS

Whenever the following terms are used in this AGREEMENT and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted.

(1) Preventive services shall mean these supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of: averting a disruption of a family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered preventive services.

Mandated preventive services shall mean preventive services provided to a child and his family whom the district is required to serve pursuant to 18 NYCRR Part 430.9. Non-mandated preventive services shall mean preventive services provided to a child and his family who the district may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this AGREEMENT when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered preventive services.

(2) Case management is defined as the responsibility of the local Department of Social Services to authorize the provision of preventive services, to approve the client eligibility determination according to the criteria of 18 NYCRR Part 423.3 and, to approve in writing, the service plans as defined in 18 NYCRR Part 428.

(3) Case planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those preventive services needed by a child and his family to prevent disruption of the family or to help a child in foster care return home sooner. Case planning shall include, but not be limited to, referring such child and his family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Part 430.8 through 430.12 that such services are provided and providing casework contact as defined in paragraph (4) of this AGREEMENT. Case planner shall mean the caseworker assigned case planning responsibility.

(4) Casework contacts is defined as :

(i). Individual or group face-to-face counseling sessions between the case planner and the child and/or the child's parents, relatives or guardians constitutes preventive services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.

(ii). Individual or group activities with the child and/or the child's parents that are planned for the purposes of achieving such course of action as specified in the child and family's service plan.

(5). Clinical services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from casework contacts as defined in paragraph (4) of this AGREEMENT.

(6). Day Care services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law,

(7). Day services to children as defined in 18 NYCRR Part 425.1 shall mean a program offering a combination of services including at least: social services, psychiatric, psychological, education and/or vocational services and health supervision and also including, as appropriate, recreational and transportation services, for at least 3 but not less than 24 hours a day and at least 4 days per week excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, that service may be waived.

(8). Emergency cash or goods is defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his family in an emergency or acute problem situation in order to avert foster care placement.

(9). Emergency shelter is defined as providing or arranging for shelter where a child and his family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.

(10). Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his parent, or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Part 430.9(c)(6). Family may also include a child who does not live with his parents and needs services to prevent return to foster care.

(11). Family planning services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(12). Home management services as defined in the Consolidated Services Plan off the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(13). Homemaker services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(14). Housekeeper/chore services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(15). Parent Aide Services is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and family/parent role performance. Techniques may include but not limited to role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

(16). Parent training is defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent / child relationships in order to avert a disruption in a family or help a child in foster care return home sooner than otherwise possible. Parent training may include child-parent interaction groups formed to enhance relationship and communication skills.

(17). Transportation services is defined as providing or arranging for transportation of the child and/or his family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a preventive service for visitation of children in foster care with their parents and may only be provided if such transportation cannot be arranged or provided by the child's family.

SECTION II TERM OF AGREEMENT

(18). The term of this Agreement shall be from JANUARY 1, 2014 through DECEMBER 31, 2014 and may be renewed in writing from renegotiations agreeable to each party; for an additional one year term not to exceed December 31, 2015. The parties hereto are under no obligation to renew this Agreement or to purchase or provide services, in whole or in part, after herein provided. Either party should give notice in writing of its intention not to renew the Agreement.

If notice not to renew has not been given in accordance with the foregoing, then the parties shall move with all due speed to reach a new Agreement to become effective upon expiration of this current Agreement.

If such negotiations for a new Agreement have not been completed upon expiration of this Agreement, the parties must enter into a written interim continuation Agreement for the intervening

SECTION III SCOPE OF SERVICES

(19). It is mutually agreed between the DEPARTMENT and the CONTRACTOR that the CONTRACTOR shall furnish preventive services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.

(20). The DEPARTMENT shall be responsible for determining the eligibility of persons for preventive services of children to be purchased by the DEPARTMENT. The DEPARTMENT shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.

(21). The DEPARTMENT shall be responsible for case management which shall include authorizing the provision of preventive services, approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.

(22). The CONTRACTOR agrees to provide preventive services in accordance with the Program narrative and rates of payment described in Appendix B of this AGREEMENT.

(23). The CONTRACTOR and the DEPARTMENT shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.

(24). The CONTRACTOR and the DEPARTMENT agree to comply with Section 153 of the Social Services Law which requires all social services districts which purchase preventive services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(25). The CONTRACTOR and the DEPARTMENT agree that a determination by the State Department of Social Services to deny reimbursement to the DEPARTMENT for the provision of preventive services for a child, pursuant to Sections 153 and 153-a through 153-k of the Social Services Law, shall not relieve the DEPARTMENT or the CONTRACTOR from which the DEPARTMENT has purchased preventive services, from its statutory or contractual obligations to continue to provide preventive services for the child or other children in its care.

(26). Case Planning, along with casework contacts, shall be provided by the CONTRACTOR in accordance with Appendix B of this AGREEMENT and as required by individual case plans 18 NYCRR Part 428.1 through 428.10.

(27). The CONTRACTOR will review and discuss the service plan with the DEPARTMENT. Any changes in the plan or significant deviation therefrom, shall be submitted in a revised plan to the DEPARTMENT prior to the proposed implementation of the change. The CONTRACTOR shall implement the change upon receipt of written approval by the DEPARTMENT.

(28). The CONTRACTOR agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

SECTION IV FAIR HEARINGS

(29). The DEPARTMENT shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The DEPARTMENT will also inform applicants for or recipients of preventive services how to file a fair hearing request. Whenever an applicant, or recipient, requests a fair hearing, the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The DEPARTMENT shall provide the CONTRACTOR with copies of the decision. The CONTRACTOR upon the request of the DEPARTMENT, shall participate in appeals and fair hearings as witnesses for a determination of issues.

SECTION V REIMBURSEMENT AND SERVICE FEES

(30). The DEPARTMENT shall reimburse the CONTRACTOR for provision of preventive services in accordance with the claiming procedures and prescribed schedule of fees, if applicable as set forth in Appendix B of this AGREEMENT and in accordance with State and Federal regulations pertaining to reimbursement of preventive services.

SECTION VI GENERAL RESPONSIBILITIES OF PARTIES

(31). The governing board of the CONTRACTOR shall exercise oversight of its day to day affairs and programs. The CONTRACTOR shall have the responsibility for day to day provision of preventive services for each child serviced by it in accordance with this AGREEMENT and with appropriate State Department of Social Services Regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the DEPARTMENT.

(32). The CONTRACTOR will maintain sufficient staff, facilities and equipment, in accordance with the Regulations of the State Department of Social Services in order to provide the services set forth in Appendix B of this AGREEMENT.

(33). The CONTRACTOR agrees to provide the services described in Appendix B of this AGREEMENT at the principal location of:

KIDS ONEIDA INC. (Full KO Program),
310 MAIN STREET, UTICA, NEW YORK 13501:

and agrees to provide the DEPARTMENT written notification of the location(s) of any additional support services that are provided in conjunction with the child service plan, outside of the aforementioned address(s).

(34). The DEPARTMENT agrees to notify the CONTRACTOR with the person assigned to monitoring responsibility for Child Protective Services for the recipients receiving preventive services from the CONTRACTOR.

SECTION VII BOOKS, RECORDS AND REPORTS

(35). The CONTRACTOR will keep accurate records (in conformance with State regulations established for utilization review and uniform case recording) for each public charge receiving services under this AGREEMENT. Each record shall indicate the services provided to the child and his or her family, in addition to other recipients of service involved with the case, including the date such services were provided. The CONTRACTOR shall make such reports to the DEPARTMENT on the current status and progress of each recipient of service at intervals required in the State Department of Social Services Regulations.

(36). All information contained in the CONTRACTOR'S files shall be held confidential by the CONTRACTOR and the DEPARTMENT pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

(37). The records of individual recipients of services shall be made available to the DEPARTMENT upon request for consultation or review.

(38). The CONTRACTOR will maintain statistical records as required by the DEPARTMENT and will furnish such data at times prescribed by and on forms supplied by the DEPARTMENT.

(39). The CONTRACTOR agrees to maintain financial books, records and necessary supporting documents as required by the DEPARTMENT. The CONTRACTOR will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this AGREEMENT. The CONTRACTOR agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by the DEPARTMENT.

(40). The CONTRACTOR agrees to retain all books, records and other documents relevant to this AGREEMENT for six (6) years after final payment for services to which they relate, during which time authorized County, State and/or Federal auditors shall have access to and the right to examine the same.

(41). In addition to Paragraph 37, 38, 39 and 40 of this AGREEMENT, and until the expiration of (6) years after the furnishing of services pursuant to this AGREEMENT or any subcontract made pursuant to this AGREEMENT, the CONTRACTOR and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this AGREEMENT, and books, documents and records of CONTRACTOR or subcontractor(s) that are necessary to certify the nature and extent of such costs.

SECTION VIII ACCOUNTABILITY

(42). The DEPARTMENT will establish methods to evaluate the provision of preventive services by the CONTRACTOR pursuant to this AGREEMENT. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the CONTRACTOR recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his jurisdiction and thus has the duty, ongoing throughout the term of this AGREEMENT, to monitor the CONTRACTOR with regard to the preventive services provided to the children referred hereunder.

(43). The CONTRACTOR agrees that a program and facilities review, as pertains to the delivery of preventive services under this AGREEMENT, including meetings with recipients of service, review of uniform case records, review of service policy and procedural issuances, review of staffing and job description and meetings with and staff directly or indirectly involved in the provision of preventive services, may be conducted at any reasonable time by qualified personnel from those local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.

(44). The DEPARTMENT shall confer with the CONTRACTOR at least twice a year to discuss the CONTRACTOR'S services purchased by the DEPARTMENT. This shall include but not be limited to such items as frequency of contact and planning with the natural family and significant others, scope of Service Plans and of achieving the goals stated therein, extent to which special mental health, remedial, tutorial and vocational services were provided after the CONTRACTOR and the DEPARTMENT determined these were necessary. These semi-annual client reviews shall include determination of compliance to contract requirements.

(45). If the CONTRACTOR significantly does not conform to the provisions of this AGREEMENT after due written notice, the DEPARTMENT may take such actions or invoke such sanctions under this AGREEMENT and any appropriate regulations issued by the State Department of Social Services as it deems necessary.

(46). The CONTRACTOR shall not make any subcontract for the performance of this AGREEMENT without prior written approval of the DEPARTMENT. The assignment of this AGREEMENT, in whole or in part, or of any money due or to become due under this

AGREEMENT shall be void. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements governing purchase of services contracts and the CONTRACTOR is responsible for the performance of any subcontractor.

(47). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the CONTRACTOR'S performance of the Services defined in Section III. The CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the CONTRACTOR are annexed to this AGREEMENT.

SECTION IX COMPLIANCE WITH LAW

(48). The CONTRACTOR represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The CONTRACTOR also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(49). The CONTRACTOR represents and agrees to be bound by the terms and conditions of Appendix A attached hereto and made a part hereof.

SECTION X TERMINATION OF AGREEMENT

(50). The CONTRACTOR may be terminated by mutual written agreement of the contracting parties.

(51). The CONTRACT may be terminated by the DEPARTMENT for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, including the attachment thereto, provided that the DEPARTMENT shall give the CONTRACTOR written notice specifying the CONTRACTOR'S failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the CONTRACTOR. The CONTRACTOR agrees not to incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.

(52). In addition to the termination provisions set forth in paragraph 51 supra, the DEPARTMENT shall have the right to terminate this AGREEMENT in whole or in part, if at any time CONTRACTOR has failed to comply with any Federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the CONTRACTOR, required by Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and

CONTRACTOR fails to secure it during the term of this AGREEMENT.

(53). When a CONTRACT is to be terminated pursuant to Paragraph 51 and 52 of this AGREEMENT, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty days from the date of notice, unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty days from the date of notice. In any event, the effective date of termination shall not be later than the AGREEMENT expiration date.

(54). Upon termination or upon expiration of the term of this AGREEMENT pursuant to Paragraphs 50, 51, or 52 supra, the DEPARTMENT will arrange for the transfer to another CONTRACTOR of all public charges then served in the CONTRACTOR. In order to reimburse that CONTRACTOR for all public charges not transferred by the effective date of termination, the DEPARTMENT and CONTRACTOR will negotiate an extension of this AGREEMENT prior to the date of termination.

(55). The CONTRACTOR shall comply with all DEPARTMENT close-out procedures, including but not limited to: account for and refund to the CONTRACTOR pursuant to this AGREEMENT; not incur or pay any further obligation to be reimbursed to it under this AGREEMENT beyond the termination date; and transmit to the DEPARTMENT or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any services provided under the terms of this AGREEMENT.

SECTION XI

(56). The DEPARTMENT and the CONTRACTOR agree that the CONTRACTOR is an independent CONTRACTOR and is not in anyway to be deemed an employee of the COUNTY.

(57). The CONTRACTOR agrees that it will at all times defend, indemnify and hold the COUNTY and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission by the CONTRACTOR, its officers or employees, with respect to this AGREEMENT and any of the terms thereof.

(58). This CONTRACTOR agrees that payment by the COUNTY will be contingent upon the CONTRACTOR submitting a claim form to THE ACCOUNTING DEPARTMENT which has been approved by DEPARTMENT certifying the satisfactory completion of the CONTRACTOR'S performance and setting forth the payment to be made.

(59). This AGREEMENT may not be assigned, transferred or in any way disposed of by the CONTRACTOR without first having obtained written approval thereof from the DEPARTMENT.

(60). The CONTRACTOR warrants that it is not in arrears to the COUNTY upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

(61). CONTRACTOR warrants that it and its services staff, when necessary, have all of the licenses, approvals and certifications currently required by the laws of any applicable municipality. CONTRACTOR further agrees to keep such required documents in full force and effects during the term of this AGREEMENT, or any extension, and to comply within the required time to secure any new license so required.

(62). The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: _____

Agency: Kids Oneida Inc.

Authorized Signature: 

Print Authorized Name: R. Roberts III

Title: CEO/Ed

APPENDIX A

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

- (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.
 - (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified

applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

- * (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.
- * (e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.
- * (f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto

certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

****Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

Purchase of Services Specifications for the Agreement between Oneida County through its Oneida County Department of Social Services, a municipal corporation organized and existing under the Laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and Kids Oneida Inc. with its principal offices located at 310 Main Street, Utica, New York 13501 (hereinafter called Contractor).

The Department wishes to have developed and operating an integrated service delivery system based upon wraparound care principles. The system would operate as a capitated, care management system for clientele referred through the Committee on Appropriate Placement and Placement Committee. Access to these committees shall be in accordance with existing Agreements the Department has with other agencies and departments within county government.

The Contractor is qualified to provide such services and has access to appropriate personnel to provide such services.

The Department has determined that the amount of funds to be paid to the Contractor is fair and reasonable to provide such services.

SECTION I - SCOPE OF SERVICES

The Department shall be responsible for determining the eligibility of persons for services to be purchased under this Contract.

The Department shall be responsible for case management.

The Contractor will keep accurate records for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her family, including the date such services were provided. The Agency shall make such reports to the Department on the current status and progress of each recipient of service at intervals required.

All information contained in the Contractor's files shall be held confidential pursuant to the applicable provision of the Social Services Law and any State Dept. Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

It is expressly understood that the Contractor may subcontract for the performance of the above without prior written approval of the Department. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements and the Contractor is responsible for the performance of any subcontractor.

Upon receiving the appropriate referral from the Department, the Contractor will follow the established procedures as outlined in enrollment section of the Kids Oneida Policy and Procedure Manual. The Contractor will maintain a no reject or no eject policy. No discontinuing of services because of client cooperation or agreement without plan amendment and Department of Social Services approval

The Contractor agrees to devise reporting and assessment forms acceptable to the Department (NYCRR 428).

The Contractor agrees to help to encourage all appropriate parties to be present for the case planning/service plan development sessions.

The Contractor agrees to conduct in the U. C. R. meetings and other treatment meetings as requested by the Department.

The Contractor agrees to see all children and families at/in home and community locations, i.e. school. Visits must include unannounced visits.

The Contractor will provide:

1. Linkages to an integrated system of diversions to community-based services.
2. Promote the development of community-based services as an alternative to institutionalization.

Outcome/Measurements for Case Management System

Outcome # 1: Children and caretakers will demonstrate an increased knowledge and understanding of the mental illness that affects their family and develop the appropriate skills to successfully live with their illness and remain in the community.

Performance: Children and caretakers will jointly develop with Kids Oneida a “plan of care” that specifically addresses the needs of the family through linkages to an integrated system of community-based services as an alternative to institutionalization.

Measurement: 70% of the 135 children enrolled in the Kids Oneida Program will remain in their family/caretakers home.

Measurement: 70% of the 135 children enrolled in the Kids Oneida program will be successfully integrated in their school / community and partake in available resources that will reinforce effective family functioning and stabilization.

Outcome # 2: Children with mental illness enrolled in the Kids Oneida program will experience a decreased number of out of home placements and care days in mental health facilities or

Department of Social Services child care agencies as compared to previous years.

Performance: Children and caretakers will jointly develop with Kids Oneida a "plan of care" that specifically addresses the needs of the child in temporary placement and supports for the family through linkages to an integrated system of community-based services as an alternative to institutionalization.

Measurement: For the families of children requiring out of home placement due to dangerous or self-injurious behaviors, 70% of those identified families will actively participate in both the service and discharge planning of that child in order for the child to be returned to the home as quickly and safely as possible.

The Contractor will provide reports to the Department as requested and a final statistical report of services provided by the Contractor and all subcontractors under the terms of this Agreement.

The Contractor agrees to prepare and provide any and all monthly reports or statistical data required by the County and State Governments pertaining to this contract.

In the event of home visitation, it should be the responsibility of representatives of the County of Oneida involved either directly or through contract services to have those representatives observe negative living conditions in the residences that are inspected and to report those conditions to the responsible code department for the municipality in which they are located or to the Department of State, if the Municipality has no code enforcement agency. Each representative will have checklist and will complete the checklist after making visual inspections and will also report any gross deviations from normal living standards not included on the checklist.

This Agreement can be terminated with a 30 day written notice by either party.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

REIMBURSEMENT

The Department agrees to reimburse the Contractor at a rate of \$ 2,034.00 per month per child enrolled in the Kids Oneida Demonstration Project. It is expressly understood that this rate shall be an all-inclusive amount for the enrolled child and involved family members. Should a sibling of the enrolled child require a level of service beyond regular case planning and/or involvement in family

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support or treatment services, that a separate rate may need to be negotiated between the Department and the Contractor for the provision of extreme services (such as multiple placements) for that siblings. The maximum children at any given time shall be 135.

It is also expressly understood that the Contractor will be responsible for the cost of any out of home placements with the exception of juvenile justice system provided to an enrolled child. The cost of any such residential care will be deducted from future advances made by the Department to the Contractor.

The per month rate per child may be amended at any time through the Agreement of both parties to reflect actual cost experiences of the Contractor.

Appendix C

Covered Service: Assessment Outpatient

Service Description: Neurological, psychiatric, developmental, functional behavioral and learning disability evaluations by a qualified professional on an outpatient basis.

Credentials: Licensed Physician, Licensed Psychologist, Licensed or Certified Social Worker/MFT

Covered Service: Medication Trial Outpatient

Service Description: Psychiatric medication trials, medication retrials, monitoring and evaluation on an outpatient basis.

Credentials: Licensed physician or Qualified Health Professional

Covered Service: Psychiatric Reviews/Medication Checks

Service Description: Medication review and check-ins brief reviews by a qualified professional.

Credentials: Licensed Physician, Nurse Practitioner, or RN

Covered Service: Rehabilitation Treatment

Service Description: Intensive Psychiatric Rehabilitation Treatment Service.

Credentials: All licensed DSS, OMH Rehabilitation Programs

Covered Service: Nursing Services

Service Description: Service providing monitoring and education to enrolled clients and family on medication, diagnosis, medical treatment, etc. as directed by a qualified professional

Credentials: RN, LPN

Covered Service: Individual Therapy

Service description: Goal-directed, face-to-face therapeutic intervention (including insight-oriented, behavior modifying, or supportive psychotherapy) with the enrolled client, which focuses on the mental health/behavioral/emotional needs of the client.

Credentials: Licensed/certified Psychologist, Social Worker, MFT, Supervised BA

Covered Service: Individual AODA Therapy

Service Description: Goal-directed, face-to-face therapeutic intervention with the enrolled client that focuses on AODA issues/needs of the client.

Credentials: Psychologist, Certified Social Worker, MFT, CASAC, Supervised BA

Covered Service: Family Therapy

Service Description: Goal-directed, face-to-face therapeutic intervention with the minimum of two family members that may include the enrolled client. Services may be in a clinic setting, school, or home.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, Supervised BA

Covered Service: Group Therapy

Service Description: Goal-directed, face-to-face therapeutic intervention with the enrolled client and one or more clients who are treated at the same time that focuses on the mental/behavioral/emotional needs of the clients in the group.

Credentials: Licensed/Certified: Psychologist, Certified Social Worker, MFT, Supervised BA

Covered Service: Group AODA, Therapy

Service Description: Goal-directed, face-to-face therapeutic intervention with the enrolled client and one or more clients who are treated at the same time that focuses on the AODA needs of the clients in the group.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, CASAC, Supervised BA

Covered Service: Special Therapy

Service Description: Non-traditional therapies including art, movement, music

Covered Service: Crisis Intervention and Treatment

Service Description: Immediate on-site (home, school, community) therapeutic response, available 24 hours per day, which involves face to face or direct telephone contact with enrolled client exhibiting acute psychiatric symptoms, and their families and other collaterals to alleviate the problems which if untreated present an immediate threat to clients or others.

Credentials: 1,000 Hours Experience with SED Children

Covered Services: Intensive Assessment/Stabilization Service

Service Description: Intensive, in-home service directed to stabilize a family situation and provide assessment information needed to effectively prevent crisis and eliminate the need for hospital or residential placement, available on a 24 hour a day basis (for a maximum of 30 days).

Credentials: 1,000 Hours Experience with SED Children

Covered Service: In-home Stabilization Follow-up Services

Service Description: Services delivered as a follow-up to covered service "Intensive Assessment/Stabilization Service", which will enable the family to incorporate the necessary skills and strategies to maintain changes made in the intensive phase without additional in-home therapy (for a maximum of 60 days).

Credentials: 1,000 Hours Experience with SED Children

Covered Service: Crisis Assistance

Service Description: Therapeutic planning and support for children and families who are in crisis, including a collateral contact to arrange necessary resources or coordinate services during or after a crisis.

Credentials: 1,000 Hours Experience with SED Children

Covered Service: In-home Treatment

Service Description: Flexible, time limited intensive services provided in the home. In-home services are geared toward families at risk of having a child removed from home and are viewed as one alternative to residential treatment. Services focus on the family as a unit and include; specialized parental skill training, behavior management, family therapy, 24 hour accessibility by the family (as needed), and intensive supervision of family client events.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, or Supervised BA

Covered service: In-home Family Assessment

Service Description: In-home time limited intensive strength and needs based assessment. The assessment will identify individual and family strengths and needs and address the client's place of residence (i.e. home, foster home, etc.) potential for reintegration from out of home/community placement, and safety of all family members. The assessment is designed to protect the family's integrity, and is conducted within the family's cultural context

Covered Service: Evaluation Services

Service Description: Psychological, AODA, and behavioral, pre-admission screenings that are a requirement for evaluation/assessment and treatment planning.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, and CASAC

Covered Service: Therapeutic Community Support

Service Description: Services that provide help in initiating or maintaining a community-based placement including supportive counseling, help finding an apartment, case management services to client and family members, etc., when provided by a person other than a service coordinator.

Covered Service: Camp

Service Description: All varieties of camp; special interest and general; resident and day.

Covered Service: Reintegration Treatment Services

Service Description: Services specifically designed to focus on the reintegration of a child into the family/surrogate family home after a placement in a hospital, residential treatment center, group home or any out-of home placement.

Covered Service: Consultation with Other Professionals

Service Description: Consultation by an MS, Ph.D., or MD clinician concerning specific clinical information and identified clinical needs necessary to create an individualized treatment plan. Consultation will always involve face-to-face contact among the consultant, service coordinator, and/or other treatment members.

Credentials: Licensed Physician, Psychologist, Certified Social Worker.

Covered Service: Behavioral Management Services

Service Description: Behavioral strategy program provided to enrolled clients by a trained mental health professional (i.e. Anger Management).

Credentials: Approved

Covered Service: Crisis Respite

Service Description: Special crisis respite provided at an hourly rate for less than 24 hours.

Covered Service: Respite Service

Service Description: Respite care refers to appropriate temporary care (usually day, overnight or longer), that is provided to and SED child either from within and extended family network or from an outside (neighborhood or agency) source, in order to sustain the family structure or to meet the planned needs of the enrolled client. Respite care can also be provided on an emergency basis.

Credentials: Licensed/Certified Provider

Covered Service: Respite Day Service

Service Description: Respite day care refers to appropriate temporary care (usually for 4 to 6 hours a day), that is provided to an enrolled child in order to provide the family/guardian with support/relief, that otherwise could result in the child's removal. It is anticipated that this childcare service will range from 10 to 40 hours a month.

Covered Service: Sibling Mentoring

Service Description: Mentoring Services (see Covered Service: Mentoring) provided for a sibling of an enrolled child

Credentials: 1,000 hours experience with SED Children

Covered Service: Teachers Aid

Service Description: A service delivered to an enrolled child during the school day to assist in preventing behavioral problems that otherwise, if unmonitored, could result in suspension from school.

Credentials: Trained/Licensed Teacher or Other Qualified Individuals

Covered Service: Parent Aid

Service Description: Services provided in the home/community that focus on the need of the parent for instruction and skill development to maintain or enhance parental functioning.

Covered Service: Tutoring

Service Description: Service provided to assist an enrolled client in achieving or maintaining age-appropriate academic skills as indicated on the client's IEP/report card or recommendations from teacher. Service shall be provided by a certified teacher.

Credentials: Trained /Certified Teacher or other Qualified Individuals

Covered Service: Mentoring

Service Description: Service provides a structured one-to-one relationship or partnership that focused on the needs of the mentored child. It encourages youth to develop to their fullest potential and helps that youth develop a vision for the future. It is anticipated that contact be from 10 to 30 units per month

Credentials: 1,000 Hours of experience with SED Children

Covered Service: Recreation

Service Description: Service provides for recreational/daily activities for the enrolled child or siblings to promote social skills. It is anticipated that contact will be from 10-30 units per month

Covered Service: Life Coach

Service Description: Service provided by a trained individual primarily as a live-in mentor and therapeutic support for an older child in an independent living transitional housing arrangement.

Covered Service: Volunteer Mentoring

Service Description: An enrolled child that has demonstrated the ability and interested in mentoring another enrolled child by sharing his/her experiences and talents in a structured supervised environment. (This service will always be accompanied with Covered Service: Mentoring)

Covered Service: Parent/Family Skills Training Groups

Service Description: Structured group activities designed to increase the ability of families and children to be successful in the community. Training normally involves a curriculum or defined set of experiences that will promote unabled learning. Training may or may not include direct involvement of children in the sessions.

Covered Service: Community Supervision

Service Description: Contact by a trained professional designed to monitor specific behavioral objectives or performance on at least a weekly basis. The service should include specific behavioral objectives, time periods, and any crisis capability that are negotiated on a case by case basis. Monitoring of objectives and provision of treatment plan and/or court orders and any assistance may vary depending on the client's performance and level of monitoring needed. It is anticipated that contact will range from 5-25 units per month.

Credentials: 1,000 Experience with SED Children

Covered Services: Rise & Shine Supervision

Service Description: Service provides face-to-face supervision prior to scheduled school day, to enrolled clients with high-risk truancy issues and/or behaviors that would otherwise result in school suspensions. Service requires daily logs and communications with school personnel if client is unable or unwilling to attend School. It is anticipated that contact will be from 5-20 units per month.

Covered Service: Over Night Supervision

Service Description: Provides overnight supervision to ensure safety of an enrolled child.

Covered Service: Child/Family Supervised Visitation

Service Description: Provides monitoring/supervising court order visitation between enrolled child

and family members or individually identified by family court judge.

Covered Service: Sibling Recreation

Service Description: Recreation services for the sibling of an enrolled child

Covered Service: Group Recreation

Service Description: Group recreation for one or more enrolled children or siblings

Covered Service: Intensive Supervision

Service Description: A multi-faceted service generally monitoring of curfew, school attendance and behavior, community behavior and conditions of court order for a distinct time period by a trained professional. Intensive supervision begins with a specific behavioral contact negotiated with enrolled client, parents, service coordinator and other interested parties. Contact with the enrollee client shall both monitor these expectations and other assistance, either by phone or in person. The service includes a 24-hour, 7-day week on-call crisis response. It is anticipated that contact of 5 hours of face-to-face or more a week will be required to meet these goals.

Credentials: 1,000 hours of experience with SED children

Covered Service: Supportive Independent Living

Service Description: Provides supported living environments for youths (ages 17-18), who require community intervention and supervision. Also includes teaching independent living skills.

Credentials: 1,000 Hours of experience with SED Children

Covered Service: Supportive Work Environments

Service Description: Provides supportive work environments for youths (ages 14-18), who require intervention and support on the job. Service also includes career planning and job placement.

Covered Service: Transportation

Service Description: Provides transportation of enrolled client or family members to and from scheduled appointments.

Covered Service: Discretionary Funds

Service Description: Provides monies for Mentoring and Recreation on a rate of \$ 30.00 per month per enrolled client. Other items of need such as: household supplies/groceries, incentive monies, membership, etc. are required to have prior approval by Kids Oneida.

Covered Service: Discretionary Employment/Supportive Work

Service Description: Wages for Employment opportunities for enrolled children

Covered Service: Discretionary Recreation / Personal

Service Description: Discretionary money for recreation and personal items

Covered Service: Discretionary other Needs

Service Description: other Discretionary Needs

Covered Service: Attendance at Plan of Care Meeting

Service Description: A scheduled face-to-face contact with family team members (service coordinator, client, family members, providers, natural/community resources) for the purpose of reviewing, assessing, planning and identifying needs necessary to create an individualized treatment plan. Plan of Care Meetings are scheduled every ninety (90) days or when deemed appropriate by service coordinator.

APPENDIX D

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.
- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that he Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
 - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
 - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
 - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
 - e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by the Department that the contractor is a non-responsible vendor or, if the contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the contractor is a non-responsible vendor include:

- The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
- The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
- The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
- The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
- The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:
http://www.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 a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

- c. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub-contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub-contractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

- e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall

follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and

operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of

the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insured and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with Federal and State Laws as supplemented in the Dept. of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

Kids Oneida Inc.
NAME OF CONTRACTED AGENCY

R. Roberts III, CEO/Ed
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

[Signature]
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: R. Roberts Jr.

Signature: [Handwritten Signature]

Title: CEO/Ed

Date: Dec 2, 2013

Witness: _____
Created 4-24-12

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of January, 2014, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer

or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any

manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or

intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection,

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:  _____

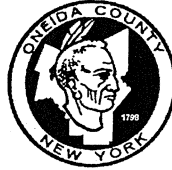
Name:

Approved as to Form only

Oneida County Attorney

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

December 2, 2013

Honorable Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 13-452

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.

Enclosed is a renewal Purchase of Services Agreement with Kids Oneida Inc. for operation of the Step Down Program.

The services will be a scaled back wrap around model with less intense service and lower cost than the Kids Oneida Program. The children entering the Step Down Program will be selected from the high cost residential care and Kids Oneida Program. This program will create a less intense, less costly option for the entire service system forcing residential care institutions and Kids Oneida to expedite cases through the system. The Step Down Program will continue to reduce the cost of out of home placements by appropriately placing the identified children in a lower level of care.

The services are paid on rate of \$ 1249.00 per month per child. The term of this Agreement is January 1, 2014 through December 31, 2014. The Contractor was paid \$ 575,095.40 for the period of October 2012 through September 2013 with a local cost of 27.18 % or \$ 156,310.93.

I am respectfully requesting that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
Attachment

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 12/4/13

12/2/13
23803

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Kids Oneida Inc.
310 Main Street
Utica, New York 13501

Title of Activity or Services: Step Down Program

Proposed Dates of Operations: January 1, 2014 – December 31, 2014

Client Population/Number to be Served:

40 Children (Maximum at any given time)

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor will provide children with a scaled back wrap-around model. Children will have a service coordinator and service providers on a less intensive basis and lower cost than Kids Oneida.

2). Program/Service Objectives and Outcomes -

Outcome/Measurements for Step Down Program:

- **Outcome #1:** Reduce the length of residential placement stays for children and reduce the number of children requiring replacement after discharge from a child care facility.
Performance: Identify children who are appropriate for early discharge and return them to their caretakers with linkages to an integrated system of community-based services as an alternative to institutionalization.
Outcome #2: Children with mental health and significant behavioral difficulties will have access to specialized community services in order to lessen the likelihood of an out of home placement or to prevent a movement to a more restrictive level of care for children currently in placement.
Performance: Children remaining in the home or children residing in least restrictive levels of placement will be afforded specialized community-based services that will address the specific child need and prevent the need for an out of home placement or prevent a child from requiring a higher level of care.

3). Program Design and Staffing Level -

See number one (1)

Total Funding Requested: \$ 1,249 per month per child

Oneida County Dept. Funding Recommendation: Account # A6119.495

Mandated or Non-mandated: Preventive services are mandated

Proposed Funding Source (Federal \$ /State \$ / County \$):

Federal	38.39 %	\$ 479.49	per month per child
State	34.43 %	\$ 430.03	per month per child
County	27.18 %	\$ 339.48	per month per child

Cost Per Client Served: \$ 1,249 per child per month. The Program will serve a maximum of 40 children at any one time.

Past performance Served: This contract has been in place since 2005. It is an effective tool to lower the level of care of the child and ease the transition from institution to home. The Contractor was paid \$ 1,249 per child per month at a cost of \$ 575,095.40 for the period October 2012 through September 2013.

O.C. Department Staff Comments:

The Step Down Program will:

- Continue to reduce the cost of out of home placements in Oneida County.
- Trade a high cost placement for Kids Oneida Regular Step down program.
- Mechanism-Kids Oneida will identify children who can move directly from High Cost Residential Care to the Step-Down option of Services.

This program was submitted through the Request for proposal process and the Department received three (3) respondents and Kids Oneida was awarded the contract.

THIS IS AN AGREEMENT, by and between the ONEIDA COUNTY THROUGH ITS DEPARTMENT OF SOCIAL SERVICES (hereinafter called the DEPARTMENT) having its principal office at 800 PARK AVENUE, UTICA, NY 13501 and KIDS ONEIDA INC. a not-for-profit corporation as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law (or, a public agency) having its principal office at 310 MAIN STREET, UTICA, NEW YORK 13501 (hereinafter called the Agency or Contractor).

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of ONEIDA (hereinafter called the Commissioner) is charged with the responsibility for the administration of all child welfare services provided in the County of ONEIDA (hereinafter, the County) at public expense pursuant to Article 6 of the Social Services Law including preventive services pursuant to Section 409 et seq of the Social Services Law and the Consolidated Services Plan for New York State, and

WHEREAS, the Commissioner pursuant to Section 409-a.3 of the Social Services Law and 18 NYCRR Section 405.1 may provide such preventive services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or a not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-for-Profit Corporation Law or a public agency that receives the prior approval of the New York State Department of Social Services; and

WHEREAS, the Contractor under the terms of its corporate authority has the power to provide the services required to be performed herein and

or

WHEREAS, the public agency has the statutory authority to provide the services required to be performed herein; and

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality preventive services in conformance with the Consolidated Services Plan of the County of ONEIDA, Section 409 et seq of the Social Services Law and 18 NYCRR Parts 405 and 423, and

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these services.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:

SECTION I DEFINITIONS

Whenever the following terms are used in this AGREEMENT and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted.

(1) Preventive services shall mean these supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of: averting a disruption of a family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered preventive services.

Mandated preventive services shall mean preventive services provided to a child and his family whom the district is required to serve pursuant to 18 NYCRR Part 430.9. Non-mandated preventive services shall mean preventive services provided to a child and his family who the district may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this AGREEMENT when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered preventive services.

(2) Case management is defined as the responsibility of the local Department of Social Services to authorize the provision of preventive services, to approve the client eligibility determination according to the criteria of 18 NYCRR Part 423.3 and, to approve in writing, the service plans as defined in 18 NYCRR Part 428.

(3) Case planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those preventive services needed by a child and his family to prevent disruption of the family or to help a child in foster care return home sooner. Case planning shall include, but not be limited to, referring such child and his family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Part 430.8 through 430.12 that such services are provided and providing casework contact as defined in paragraph (4) of this AGREEMENT. Case planner shall mean the caseworker assigned case planning responsibility.

(4) Casework contacts is defined as :

(i). Individual or group face-to-face counseling sessions between the case planner and the child and/or the child's parents, relatives or guardians constitutes preventive services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.

(ii). Individual or group activities with the child and/or the child's parents that are planned for the purposes of achieving such course of action as specified in the child and family's service plan.

(5). Clinical services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from casework contacts as defined in paragraph (4) of this AGREEMENT.

(6). Day Care services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law,

(7). Day services to children as defined in 18 NYCRR Part 425.1 shall mean a program offering a combination of services including at least: social services, psychiatric, psychological, education and/or vocational services and health supervision and also including, as appropriate, recreational and transportation services, for at least 3 but not less than 24 hours a day and at least 4 days per week excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, that service may be waived.

(8). Emergency cash or goods is defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his family in an emergency or acute problem situation in order to avert foster care placement.

(9). Emergency shelter is defined as providing or arranging for shelter where a child and his family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.

(10). Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his parent, or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Part 430.9(c)(6). Family may also include a child who does not live with his parents and needs services to prevent return to foster care.

(11). Family planning services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(12). Home management services as defined in the Consolidated Services Plan off the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(13). Homemaker services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(14). Housekeeper/chore services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(15). Parent Aide Services is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and family/parent role performance. Techniques may include but not limited to role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

(16). Parent training is defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent / child relationships in order to avert a disruption in a family or help a child in foster care return home sooner than otherwise possible. Parent training may include child-parent interaction groups formed to enhance relationship and communication skills.

(17). Transportation services is defined as providing or arranging for transportation of the child and/or his family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a preventive service for visitation of children in foster care with their parents and may only be provided if such transportation cannot be arranged or provided by the child's family.

SECTION II TERM OF AGREEMENT

(18). The term of this Agreement shall be from JANUARY 1, 2014 through DECEMBER 31, 2014 and may be renewed in writing from renegotiations agreeable to each party, for an additional one year term not to exceed December 31, 2015. The parties hereto are under no obligation to renew this Agreement or to purchase or provide services, in whole or in part, after herein provided. Either party should give notice in writing of its intention not to renew the Agreement.

If notice not to renew has not been given in accordance with the foregoing, then the parties shall move with all due speed to reach a new Agreement to become effective upon expiration of this current Agreement.

If such negotiations for a new Agreement have not been completed upon expiration of this Agreement, the parties must enter into a written interim continuation Agreement for the intervening

SECTION III SCOPE OF SERVICES

(19). It is mutually agreed between the DEPARTMENT and the CONTRACTOR that the CONTRACTOR shall furnish preventive services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.

(20). The DEPARTMENT shall be responsible for determining the eligibility of persons for preventive services of children to be purchased by the DEPARTMENT. The DEPARTMENT shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.

(21). The DEPARTMENT shall be responsible for case management which shall include authorizing the provision of preventive services, approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.

(22). The CONTRACTOR agrees to provide preventive services in accordance with the Program narrative and rates of payment described in Appendix B of this AGREEMENT.

(23). The CONTRACTOR and the DEPARTMENT shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.

(24). The CONTRACTOR and the DEPARTMENT agree to comply with Section 153 of the Social Services Law which requires all social services districts which purchase preventive services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(25). The CONTRACTOR and the DEPARTMENT agree that a determination by the State Department of Social Services to deny reimbursement to the DEPARTMENT for the provision of preventive services for a child, pursuant to Sections 153 and 153-a through 153-k of the Social Services Law, shall not relieve the DEPARTMENT or the CONTRACTOR from which the DEPARTMENT has purchased preventive services, from its statutory or contractual obligations to continue to provide preventive services for the child or other children in its care.

(26). Case Planning, along with casework contacts, shall be provided by the CONTRACTOR in accordance with Appendix B of this AGREEMENT and as required by individual case plans 18 NYCRR Part 428.1 through 428.10.

(27). The CONTRACTOR will review and discuss the service plan with the

DEPARTMENT. Any changes in the plan or significant deviation therefrom, shall be submitted in a revised plan to the DEPARTMENT prior to the proposed implementation of the change. The CONTRACTOR shall implement the change upon receipt of written approval by the DEPARTMENT.

(28). The CONTRACTOR agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

SECTION IV FAIR HEARINGS

(29). The DEPARTMENT shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The DEPARTMENT will also inform applicants for or recipients of preventive services how to file a fair hearing request. Whenever an applicant, or recipient, requests a fair hearing, the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The DEPARTMENT shall provide the CONTRACTOR with copies of the decision. The CONTRACTOR upon the request of the DEPARTMENT, shall participate in appeals and fair hearings as witnesses for a determination of issues.

SECTION V REIMBURSEMENT AND SERVICE FEES

(30). The DEPARTMENT shall reimburse the CONTRACTOR for provision of preventive services in accordance with the claiming procedures and prescribed schedule of fees, if applicable as set forth in Appendix B of this AGREEMENT and in accordance with State and Federal regulations pertaining to reimbursement of preventive services.

SECTION VI GENERAL RESPONSIBILITIES OF PARTIES

(31). The governing board of the CONTRACTOR shall exercise oversight of its day to day affairs and programs. The CONTRACTOR shall have the responsibility for day to day provision of preventive services for each child serviced by it in accordance with this AGREEMENT and with appropriate State Department of Social Services Regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the DEPARTMENT.

(32). The CONTRACTOR will maintain sufficient staff, facilities and equipment, in accordance with the Regulations of the State Department of Social Services in order to provide the services set forth in Appendix B of this AGREEMENT.

(33). The CONTRACTOR agrees to provide the services described in Appendix B of this AGREEMENT at the principal location of:

KIDS ONEIDA INC. (Step Down),
310 MAIN STREET, UTICA, NEW YORK 13501;

and agrees to provide the DEPARTMENT written notification of the location(s) of any additional

support services that are provided in conjunction with the child service plan, outside of the aforementioned address(s).

(34). The DEPARTMENT agrees to notify the CONTRACTOR with the person assigned to monitoring responsibility for Child Protective Services for the recipients receiving preventive services from the CONTRACTOR.

SECTION VII BOOKS, RECORDS AND REPORTS

(35). The CONTRACTOR will keep accurate records (in conformance with State regulations established for utilization review and uniform case recording) for each public charge receiving services under this AGREEMENT. Each record shall indicate the services provided to the child and his or her family, in addition to other recipients of service involved with the case, including the date such services were provided. The CONTRACTOR shall make such reports to the DEPARTMENT on the current status and progress of each recipient of service at intervals required in the State Department of Social Services Regulations.

(36). All information contained in the CONTRACTOR'S files shall be held confidential by the CONTRACTOR and the DEPARTMENT pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

(37). The records of individual recipients of services shall be made available to the DEPARTMENT upon request for consultation or review.

(38). The CONTRACTOR will maintain statistical records as required by the DEPARTMENT and will furnish such data at times prescribed by and on forms supplied by the DEPARTMENT.

(39). The CONTRACTOR agrees to maintain financial books, records and necessary supporting documents as required by the DEPARTMENT. The CONTRACTOR will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this AGREEMENT. The CONTRACTOR agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by the DEPARTMENT.

(40). The CONTRACTOR agrees to retain all books, records and other documents relevant to this AGREEMENT for six (6) years after final payment for services to which they relate, during which time authorized County, State and/or Federal auditors shall have access to and the right to examine the same.

(41). In addition to Paragraph 37, 38, 39 and 40 of this AGREEMENT, and until the

expiration of (6) years after the furnishing of services pursuant to this AGREEMENT or any subcontract made pursuant to this AGREEMENT, the CONTRACTOR and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this AGREEMENT, and books, documents and records of CONTRACTOR or subcontractor(s) that are necessary to certify the nature and extent of such costs.

SECTION VIII ACCOUNTABILITY

(42). The DEPARTMENT will establish methods to evaluate the provision of preventive services by the CONTRACTOR pursuant to this AGREEMENT. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the CONTRACTOR recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his jurisdiction and thus has the duty, ongoing throughout the term of this AGREEMENT, to monitor the CONTRACTOR with regard to the preventive services provided to the children referred hereunder.

(43). The CONTRACTOR agrees that a program and facilities review, as pertains to the delivery of preventive services under this AGREEMENT, including meetings with recipients of service, review of uniform case records, review of service policy and procedural issuances, review of staffing and job description and meetings with and staff directly or indirectly involved in the provision of preventive services, may be conducted at any reasonable time by qualified personnel from those local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.

(44). The DEPARTMENT shall confer with the CONTRACTOR at least twice a year to discuss the CONTRACTOR'S services purchased by the DEPARTMENT. This shall include but not be limited to such items as frequency of contact and planning with the natural family and significant others, scope of Service Plans and of achieving the goals stated therein, extent to which special mental health, remedial, tutorial and vocational services were provided after the CONTRACTOR and the DEPARTMENT determined these were necessary. These semi-annual client reviews shall include determination of compliance to contract requirements.

(45). If the CONTRACTOR significantly does not conform to the provisions of this AGREEMENT after due written notice, the DEPARTMENT may take such actions or invoke such sanctions under this AGREEMENT and any appropriate regulations issued by the State Department of Social Services as it deems necessary.

(46). The CONTRACTOR shall not make any subcontract for the performance of this AGREEMENT without prior written approval of the DEPARTMENT. The assignment of this AGREEMENT, in whole or in part, or of any money due or to become due under this AGREEMENT shall be void. It should also be noted that where subcontractors are permitted, they

are subject to Federal and State requirements governing purchase of services contracts and the CONTRACTOR is responsible for the performance of any subcontractor.

(47). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the CONTRACTOR'S performance of the Services defined in Section III. The CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the CONTRACTOR are annexed to this AGREEMENT.

SECTION IX COMPLIANCE WITH LAW

(48). The CONTRACTOR represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The CONTRACTOR also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(49). The CONTRACTOR represents and agrees to be bound by the terms and conditions of Appendix A attached hereto and made a part hereof.

SECTION X TERMINATION OF AGREEMENT

(50). The CONTRACTOR may be terminated by mutual written agreement of the contracting parties.

(51). The CONTRACT may be terminated by the DEPARTMENT for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, including the attachment thereto, provided that the DEPARTMENT shall give the CONTRACTOR written notice specifying the CONTRACTOR'S failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the CONTRACTOR. The CONTRACTOR agrees not to incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.

(52). In addition to the termination provisions set forth in paragraph 51 supra, the DEPARTMENT shall have the right to terminate this AGREEMENT in whole or in part, if at any time CONTRACTOR has failed to comply with any Federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the CONTRACTOR, required by Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and CONTRACTOR fails to secure it during the term of this AGREEMENT.

(53). When a CONTRACT is to be terminated pursuant to Paragraph 51 and 52 of this AGREEMENT, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty days from the date of notice, unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty days from the date of notice. In any event, the effective date of termination shall not be later than the AGREEMENT expiration date.

(54). Upon termination or upon expiration of the term of this AGREEMENT pursuant to Paragraphs 50, 51, or 52 supra, the DEPARTMENT will arrange for the transfer to another CONTRACTOR of all public charges then served in the CONTRACTOR. In order to reimburse that CONTRACTOR for all public charges not transferred by the effective date of termination, the DEPARTMENT and CONTRACTOR will negotiate an extension of this AGREEMENT prior to the date of termination.

(55). The CONTRACTOR shall comply with all DEPARTMENT close-out procedures, including but not limited to: account for and refund to the CONTRACTOR pursuant to this AGREEMENT; not incur or pay any further obligation to be reimbursed to it under this AGREEMENT beyond the termination date; and transmit to the DEPARTMENT or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any services provided under the terms of this AGREEMENT.

SECTION XI

(56). The DEPARTMENT and the CONTRACTOR agree that the CONTRACTOR is an independent CONTRACTOR and is not in anyway to be deemed an employee of the COUNTY.

(57). The CONTRACTOR agrees that it will at all times defend, indemnify and hold the COUNTY and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission by the CONTRACTOR, its officers or employees, with respect to this AGREEMENT and any of the terms thereof.

(58). This CONTRACTOR agrees that payment by the COUNTY will be contingent upon the CONTRACTOR submitting a claim form to THE ACCOUNTING DEPARTMENT which has been approved by DEPARTMENT certifying the satisfactory completion of the CONTRACTOR'S performance and setting forth the payment to be made.

(59). This AGREEMENT may not be assigned, transferred or in any way disposed of by the CONTRACTOR without first having obtained written approval thereof from the DEPARTMENT.

(60). The CONTRACTOR warrants that it is not in arrears to the COUNTY upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

(61). CONTRACTOR warrants that it and its services staff, when necessary, have all of the licenses, approvals and certifications currently required by the laws of any applicable municipality. CONTRACTOR further agrees to keep such required documents in full force and effects during the term of this AGREEMENT, or any extension, and to comply within the required time to secure any new license so required.

(62). The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: _____

Agency: Kids Oneida Inc. _____

Authorized Signature:  _____

Print Authorized Name: R Roberts Jr _____

Title: CEO / Ed _____

APPENDIX A

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

- (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.
 - (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified

applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

- * (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.
- * (e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.
- * (f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto

certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

****Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

Purchase of Services Specifications for the Agreement between Oneida County through its Oneida County Department of Social Services, a municipal corporation organized and existing under the Laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and Kids Oneida Inc. with its principal offices located at 310 Main Street, Utica, New York 13501 (hereinafter called Contractor).

The Department wishes to have developed and operating a scaled back program to work with the current KIDS Oneida system. The step-down option creates a less costly, less intense option forcing residential care and the KIDS Oneida program to expedite cases through the system.

The Contractor is qualified to provide such services and has access to appropriate personnel to provide such services.

The Department has determined that the amount of funds to be paid to the Contractor is fair and reasonable to provide such services.

SECTION I - SCOPE OF SERVICES

The Department and Contractor shall be responsible for determining the appropriate level of services for the individual. The Individuals deemed to need the step down option will be provided service through this contract.

The Department shall be responsible for case management.

The Contractor will keep accurate records for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her family, including the date such services were provided. The Agency shall make such reports to the Department on the current status and progress of each recipient of service at intervals required.

All information contained in the Contractor's files shall be held confidential pursuant to the applicable provision of the Social Services Law and any State Dept. Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

It is expressly understood that the Contractor may subcontract for the performance of the above without prior written approval of the Department. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements and the Contractor is responsible for the performance of any subcontractor.

Upon determining the appropriate level from the Department and Contractor, the Contractor will follow the established procedures as outlined in enrollment section of the Kids Oneida Policy. The services provided as part of this Agreement are appended to this Agreement. The Contractor will maintain a no reject or no eject policy. No discontinuing of services because of client cooperation or agreement without plan amendment and Department of Social Services approval

The Contractor agrees to devise reporting and assessment forms acceptable to the Department (NYCRR 428).

The Contractor agrees to help to encourage all appropriate parties to be present for the case planning/service plan development sessions.

The Contractor agrees to conduct U. C. R. meetings and other treatment meetings as requested by the Department.

The Contractor agrees to see all children and families at/in home and community locations, i.e. school. Visits must include unannounced visits. Visits will meet State and Federal guideline and local policy

The Contractor will provide:

1. Linkages to an integrated system of diversions to community-based services.
2. Promote the development of community-based services as an alternative to institutionalization.

Outcome/Measurements for Step Down Program:

- **Outcome #1:** Reduce the length of residential placement stays for children and reduce the number of children requiring replacement after discharge from a child care facility.

Performance: Identify children who are appropriate for early discharge and return them to their caretakers with linkages to an integrated system of community-based services as an alternative to institutionalization.

Measurement: 70% of the number of children identified for this program will be discharged from care earlier than the anticipated discharge date.

Measurement: 70% of the number of children identified for this program will not re-enter care within a 12 month period of their discharge.

- **Outcome #2:** Children with mental health and significant behavioral difficulties will have access to specialized community services in order to lessen the likelihood of an out

of home placement or to prevent a movement to a more restrictive level of care for children currently in placement.

Performance: Children remaining in the home or children residing in least restrictive levels of placement will be afforded specialized community-based services that will address the specific child need and prevent the need for an out of home placement or prevent a child from requiring a higher level of care.

Measurement: 70% of the children referred for prevention of placement will remain in the home of their caretaker for a period of 12 months from the time the service is implemented.

Measurement: 70% of the children referred to prevent movement to a more restrictive level of care will remain at that level of care until they are either returned home or another permanency option is achieved.

In the event of home visitation, it should be the responsibility of representatives of the County of Oneida involved either directly or through contract services to have those representatives observe negative living conditions in the residences that are inspected and to report those conditions to the responsible code department for the municipality in which they are located or to the Department of State, if the Municipality has no code enforcement agency. Each representative will have checklist and will complete the checklist after making visual inspections and will also report any gross deviations from normal living standards not included on the checklist.

This Agreement can be terminated with a 30 day written notice by either party.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

REIMBURSEMENT

The Department agrees to reimburse the Contractor at a rate of \$ 1,249.00 per month per child enrolled in the Kids Oneida Step Down Program. It is expressly understood that this rate shall be an all-inclusive amount to include all the services in Appendix B. The maximum children at any given time shall be 40.

The per month rate per child may be amended at any time through the Agreement of both parties to

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reflect actual cost experiences of the Contractor.

Kids Oneida Inc. will attempt to utilize existing insurance coverage for clinical services outlined in Appendix B, prior to paying for clinical Services from their monthly fee.

Appendix C

Covered Service: Assessment Outpatient

Service Description: Neurological, psychiatric, developmental, functional behavioral and learning disability evaluations by a qualified professional on an outpatient basis.

Credentials: Licensed Physician, Licensed Psychologist, Licensed or Certified Social Worker/MFT

Covered Service: Medication Trial Outpatient

Service Description: Psychiatric medication trials, medication retrials, monitoring and evaluation on an outpatient basis.

Credentials: Licensed physician or Qualified Health Professional

Covered Service: Psychiatric Reviews/Medication Checks

Service Description: Medication review and check-ins brief reviews by a qualified professional.

Credentials: Licensed Physician, Nurse Practitioner, or RN

Covered Service: Rehabilitation Treatment

Service Description: Intensive Psychiatric Rehabilitation Treatment Service.

Credentials: All licensed DSS, OMH Rehabilitation Programs

Covered Service: Nursing Services

Service Description: Service providing monitoring and education to enrolled clients and family on medication, diagnosis, medical treatment, etc. as directed by a qualified professional

Credentials: RN, LPN

Covered Service: Individual Therapy

Service description: Goal-directed, face-to-face therapeutic intervention (including insight-oriented, behavior modifying, or supportive psychotherapy) with the enrolled client, which focuses on the mental health/behavioral/emotional needs of the client.

Credentials: Licensed/certified Psychologist, Social Worker, MFT, Supervised BA

Covered Service: Individual AODA Therapy

Service Description: Goal-directed, face-to-face therapeutic intervention with the enrolled client that focuses on AODA issues/needs of the client.

Credentials: Psychologist, Certified Social Worker, MFT, CASAC, Supervised BA

Covered Service: Family Therapy

Service Description: Goal-directed, face-to-face therapeutic intervention with the minimum of two family members that may include the enrolled client. Services may be in a clinic setting, school, or home.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, Supervised BA

Covered Service: Group Therapy

Service Description: Goal-directed, face-to-face therapeutic intervention with the enrolled client and one or more clients who are treated at the same time that focuses on the mental/behavioral/emotional needs of the clients in the group.

Credentials: Licensed/Certified: Psychologist, Certified Social Worker, MFT, Supervised BA

Covered Service: Group AODA, Therapy

Service Description: Goal-directed, face-to-face therapeutic intervention with the enrolled client and one or more clients who are treated at the same time that focuses on the AODA needs of the clients in the group.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, CASAC, Supervised BA

Covered Service: Special Therapy

Service Description: Non-traditional therapies including art, movement, music

Covered Service: Crisis Intervention and Treatment

Service Description: Immediate on-site (home, school, community) therapeutic response, available 24 hours per day, which involves face to face or direct telephone contact with enrolled client exhibiting acute psychiatric symptoms, and their families and other collaterals to alleviate the problems which if untreated present an immediate threat to clients or others.

Credentials: 1,000 Hours Experience with SED Children

Covered Services: Intensive Assessment/Stabilization Service

Service Description: Intensive, in-home service directed to stabilize a family situation and provide assessment information needed to effectively prevent crisis and eliminate the need for hospital or residential placement, available on a 24 hour a day basis (for a maximum of 30 days).

Credentials: 1,000 Hours Experience with SED Children

Covered Service: In-home Stabilization Follow-up Services

Service Description: Services delivered as a follow-up to covered service "Intensive Assessment/Stabilization Service", which will enable the family to incorporate the necessary skills and strategies to maintain changes made in the intensive phase without additional in-home therapy (for a maximum of 60 days).

Credentials: 1,000 Hours Experience with SED Children

Covered Service: Crisis Assistance

Service Description: Therapeutic planning and support for children and families who are in crisis, including a collateral contact to arrange necessary resources or coordinate services during or after a crisis.

Credentials: 1,000 Hours Experience with SED Children

Covered Service: In-home Treatment

Service Description: Flexible, time limited intensive services provided in the home. In-home services are geared toward families at risk of having a child removed from home and are viewed as one alternative to residential treatment. Services focus on the family as a unit and include; specialized parental skill training, behavior management, family therapy, 24 hour accessibility by the family (as needed), and intensive supervision of family client events.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, or Supervised BA

Covered service: In-home Family Assessment

Service Description: In-home time limited intensive strength and needs based assessment. The assessment will identify individual and family strengths and needs and address the client's place of residence (i.e. home, foster home, etc.) potential for reintegration from out of home/community placement, and safety of all family members. The assessment is designed to protect the family's integrity, and is conducted within the family's cultural context

Covered Service: Evaluation Services

Service Description: Psychological, AODA, and behavioral, pre-admission screenings that are a requirement for evaluation/assessment and treatment planning.

Credentials: Licensed/Certified Psychologist, Certified Social Worker, MFT, and CASAC

Covered Service: Therapeutic Community Support

Service Description: Services that provide help in initiating or maintaining a community-based placement including supportive counseling, help finding an apartment, case management services to client and family members, etc., when provided by a person other than a service coordinator.

Covered Service: Camp

Service Description: All varieties of camp; special interest and general; resident and day.

Covered Service: Reintegration Treatment Services

Service Description: Services specifically designed to focus on the reintegration of a child into the family/surrogate family home after a placement in a hospital, residential treatment center, group home or any out-of home placement.

Covered Service: Consultation with Other Professionals

Service Description: Consultation by an MS, Ph.D., or MD clinician concerning specific clinical information and identified clinical needs necessary to create an individualized treatment plan. Consultation will always involve face-to-face contact among the consultant, service coordinator, and/or other treatment members.

Credentials: Licensed Physician, Psychologist, Certified Social Worker.

Covered Service: Behavioral Management Services

Service Description: Behavioral strategy program provided to enrolled clients by a trained mental health professional (i.e. Anger Management).

Credentials: Approved

Covered Service: Crisis Respite

Service Description: Special crisis respite provided at an hourly rate for less than 24 hours.

Covered Service: Respite Service

Service Description: Respite care refers to appropriate temporary care (usually day, overnight or longer), that is provided to and SED child either from within and extended family network or from an outside (neighborhood or agency) source, in order to sustain the family structure or to meet the planned needs of the enrolled client. Respite care can also be provided on an emergency basis.

Credentials: Licensed/Certified Provider

Covered Service: Respite Day Service

Service Description: Respite day care refers to appropriate temporary care (usually for 4 to 6 hours a day), that is provided to an enrolled child in order to provide the family/guardian with support/relief, that otherwise could result in the child's removal. It is anticipated that this childcare service will range from 10 to 40 hours a month.

Covered Service: Sibling Mentoring

Service Description: Mentoring Services (see Covered Service: Mentoring) provided for a sibling of an enrolled child

Credentials: 1,000 hours experience with SED Children

Covered Service: Teachers Aid

Service Description: A service delivered to an enrolled child during the school day to assist in preventing behavioral problems that otherwise, if unmonitored, could result in suspension from school.

Credentials: Trained/Licensed Teacher or Other Qualified Individuals

Covered Service: Parent Aid

Service Description: Services provided in the home/community that focus on the need of the parent for instruction and skill development to maintain or enhance parental functioning.

Covered Service: Tutoring

Service Description: Service provided to assist an enrolled client in achieving or maintaining age-appropriate academic skills as indicated on the client's IEP/report card or recommendations from teacher. Service shall be provided by a certified teacher.

Credentials: Trained /Certified Teacher or other Qualified Individuals

Covered Service: Mentoring

Service Description: Service provides a structured one-to-one relationship or partnership that focused on the needs of the mentored child. It encourages youth to develop to their fullest potential and helps that youth develop a vision for the future. It is anticipated that contact be from 10 to 30 units per month

Credentials: 1,000 Hours of experience with SED Children

Covered Service: Recreation

Service Description: Service provides for recreational/daily activities for the enrolled child or siblings to promote social skills. It is anticipated that contact will be from 10-30 units per month

Covered Service: Life Coach

Service Description: Service provided by a trained individual primarily as a live-in mentor and therapeutic support for an older child in an independent living transitional housing arrangement.

Covered Service: Volunteer Mentoring

Service Description: An enrolled child that has demonstrated the ability and interested in mentoring another enrolled child by sharing his/her experiences and talents in a structured supervised environment. (This service will always be accompanied with Covered Service: Mentoring)

Covered Service: Parent/Family Skills Training Groups

Service Description: Structured group activities designed to increase the ability of families and children to be successful in the community. Training normally involves a curriculum or defined set of experiences that will promote unable learning. Training may or may not include direct involvement of children in the sessions.

Covered Service: Community Supervision

Service Description: Contact by a trained professional designed to monitor specific behavioral objectives or performance on at least a weekly basis. The service should include specific behavioral objectives, time periods, and any crisis capability that are negotiated on a case by case basis. Monitoring of objectives and provision of treatment plan and/or court orders and any assistance may vary depending on the client's performance and level of monitoring needed. It is anticipated that contact will range from 5-25 units per month.

Credentials: 1,000 Experience with SED Children

Covered Services: Rise & Shine Supervision

Service Description: Service provides face-to-face supervision prior to scheduled school day, to enrolled clients with high-risk truancy issues and/or behaviors that would otherwise result in school suspensions. Service requires daily logs and communications with school personnel if client is unable or unwilling to attend School. It is anticipated that contact will be form 5-20 units per month.

Covered Service: Over Night Supervision

Service Description: Provides overnight supervision to ensure safety of an enrolled child.

Covered Service: Child/Family Supervised Visitation

Service Description: Provides monitoring/supervising court order visitation between enrolled child

and family members or individually identified by family court judge.

Covered Service: Sibling Recreation

Service Description: Recreation services for the sibling of an enrolled child

Covered Service: Group Recreation

Service Description: Group recreation for one or more enrolled children or siblings

Covered Service: Intensive Supervision

Service Description: A multi-faceted service generally monitoring of curfew, school attendance and behavior, community behavior and conditions of court order for a distinct time period by a trained professional. Intensive supervision begins with a specific behavioral contact negotiated with enrolled client, parents, service coordinator and other interested parties. Contact with the enrollee client shall both monitor these expectations and other assistance, either by phone or in person. The service includes a 24-hour, 7-day week on-call crisis response. It is anticipated that contact of 5 hours of face-to-face or more a week will be required to meet these goals.

Credentials: 1,000 hours of experience with SED children

Covered Service: Supportive Independent Living

Service Description: Provides supported living environments for youths (ages 17-18), who require community intervention and supervision. Also includes teaching independent living skills.

Credentials: 1,000 Hours of experience with SED Children

Covered Service: Supportive Work Environments

Service Description: Provides supportive work environments for youths (ages 14-18), who require intervention and support on the job. Service also includes career planning and job placement.

Covered Service: Transportation

Service Description: Provides transportation of enrolled client or family members to and from scheduled appointments.

Covered Service: Discretionary Funds

Service Description: Provides monies for Mentoring and Recreation on a rate of \$ 30.00 per month per enrolled client. Other items of need such as: household supplies/groceries, incentive monies, membership, etc. are required to have prior approval by Kids Oneida.

Covered Service: Discretionary Employment/Supportive Work

Service Description: Wages for Employment opportunities for enrolled children

Covered Service: Discretionary Recreation / Personal

Service Description: Discretionary money for recreation and personal items

Covered Service: Discretionary other Needs

Service Description: other Discretionary Needs

Covered Service: Attendance at Plan of Care Meeting

Service Description: A scheduled face-to-face contact with family team members (service coordinator, client, family members, providers, natural/community resources) for the purpose of reviewing, assessing, planning and identifying needs necessary to create an individualized treatment plan. Plan of Care Meetings are scheduled every ninety (90) days or when deemed appropriate by service coordinator.

APPENDIX D

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.
- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that he Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
 - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
 - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
 - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
 - e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by the Department that the contractor is a non-responsible vendor or, if the contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the contractor is a non-responsible vendor include:

- The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
- The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
- The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
- The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
- The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:
http://www.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 a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

- c. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub-contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub-contractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

- e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall

follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and

operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or 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

*Kids Oneida Inc.
Step Down*

23803
1/1/14-12/31/14

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with Federal and State Laws as supplemented in the Dept. of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

**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, 2014, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer

- or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any

manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or

intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection,

auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By: _____

Oneida County Executive

Contractor

By: _____

Name:

Approved as to Form only

Oneida County Attorney



Oneida County
Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

120 Airline Street-Suite 201 Oriskany, NY 13424 Phone 315-798-5456 Fax 315-768-3658 E-mail.ofa@ocgov.net

December 5, 2013

FN 20 13-453

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 Service Agreement between the Office for the Aging/Office of Continuing and the Greater Mohawk Valley Community and Elder Wellness Council, Inc (CEWC) for your review and approval.

The purpose of his agreement is to provide a flexible consumer directed model of service delivery targeting Veterans who are referred to OFA/OCC and are at risk for Nursing Home Placement. This program is funded with Federal dollars (\$70,000), with no additional county dollars appropriated. This contract will commence January 1, 2014 and terminate December 31, 2014.

I am available at your convenience to answer any questions you may have regarding this Agreement.

Sincerely,

Michael J. Romano
Director

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 12/6/13

MJR/mac

Enclosures

Oneida County Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: The Mohawk Valley Community and Elder Wellness Council, Inc.

Title of Activity or Service: Veterans Directed Home and Community Based Services Program

To provide Veterans who are at risk for nursing home placement the help they need to remain in the community by offering them more involvement and control over the types of services, supports, and benefits they receive through flexible consumer directed services and goods.

Proposed Dates of Operation: January 1, 2014 - December 31, 2014

Client Population/Number to be Served: Approximately seventeen disabled Veterans most at risk for nursing home placement in need of community based long term care services.

Summary Statements:

- 1) **Narrative Description of Proposed Services.** To provide disabled Veterans with the ability to develop a flexible consumer directed model of service which will allow them to remain in the community.
- 2) **Program/Service Objectives and Outcomes.** To link Veterans with home and community based services and supports, including those supports that help family members and caregivers continue to provide care.
- 3) **Program Design and Staffing Level.** N/A

Total Funding Requested: \$70,000.00

Oneida County Department Funding Recommendation:

Proposed funding Source (Federal/State/County): Account # A6772.495149 Federal 100% (\$70,000.00)

Cost per Client Served: Approximately \$4,000.00

Past Performance Data: Fourth year

Oneida County Department Staff Comments: Program was developed through the Administration on Aging National Pilot - Community Living Program- to create flexible consumer directed long term care.

AGREEMENT

This is an Agreement by and between the **GREATER MOHAWK VALLEY COMMUNITY AND ELDER WELLNESS COUNCIL, INC. (CEWC)**, located at 120 Airline Street, Oriskany, New York 13424, hereinafter known as "**CONTRACTOR**"; and **COUNTY OF ONEIDA, OFFICE FOR THE AGING**, located at 120 Airline Street, Oriskany, New York, 13424, hereinafter known as the "**OFFICE**".

WHEREAS, the **OFFICE** is charged with the responsibility of administering Federal Older Americans Act, 1965 as amended 1992 (PL102-375), funds in the County of Oneida, State of New York; and

WHEREAS, the **OFFICE** has the primary responsibility for the overall planning and coordination of **OFFICE** funds including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, and County of Oneida funds.

WHEREAS, the **OFFICE** has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the **OFFICE**; and

WHEREAS, the **OFFICE** 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. **SCOPE OF SERVICES**

- A. The **CONTRACTOR** agrees to utilize the funds to provide flexible consumer services as part of the budget based plan of care created by the Program Case Coordinator who will develop a flexible consumer directed model of service to allow Veterans to remain in the community.
- B. The **CONTRACTOR** agrees to maintain accounting services to provide bookkeeping services, financial independent audits and funds for the purchase of the required insurance.
- C. The **CONTRACTOR** agrees to utilize funds through this agreement to subcontract with community agencies of the consumers choosing.
- D. The **CONTRACTOR** agrees to utilize funds for the printing of flyers, brochures and family education materials deemed necessary and approved by the **OFFICE**.

2. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all parties that the **OFFICE** will reimburse the **CONTRACTOR** in accordance with the terms and conditions of this Agreement and the Title III of the Older Americans Act.

B. The **OFFICE** agrees to reimburse the **CONTRACTOR** for program expenses, with total payments not to exceed seventy thousand dollars (**\$70,000.00**).

C. The **OFFICE** grant funds are contingent upon availability of Federal and County of Oneida funding. The Office will reimburse the **CONTRACTOR** a maximum of seventy thousand dollars **\$70,000.00** (\$67,900.00 Direct Services and \$2,100.00 Administrative Funding) **payable** as specified in the OFA Voucher Instructions. The payment schedule will be as follows:

<u>Date</u>	<u>Payment</u>
• January 1, 2014	\$19,075.00
• April 1, 2014	\$16,975.00
• July 1, 2014	\$16,975.00
• October 3, 2014	\$16,975.00

3. **TERM OF CONTRACT**

A. The terms and conditions of this Agreement commence January 1, 2014 terminate December 31, 2014.

4. **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 **OFFICE**, refer to **APPENDIX A**.

B. The **CONTRACTOR** shall clearly provide clients an opportunity to confidentially and voluntarily contribute to the cost of the services received through this Agreement.

C. The **CONTRACTOR** agrees to hire qualified persons as specified in the respective job description(s), and to maintain the number of staff workers specified in the personnel section of the proposal.

D. When appropriate, the **CONTRACTOR** shall attempt to recruit volunteers into the program to assist staff and clients.

E. The **CONTRACTOR** shall obtain, and submit to the **OFFICE**, three (3) copies of mutually signed, written Agreements existing between the **CONTRACTOR** and other service providers providing support to this contracted program.

F. The **CONTRACTOR** understands that all equipment acquired with funds through this agreement shall remain the property of the **OFFICE**; if the contract and/or program is terminated, the **OFFICE** shall issue a claim to said equipment in accordance with the Code of Federal Regulations 45-74, as amended 1980.

G. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials funded by **OFFICE** funds including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, and County of Oneida funds 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 with funding from the Administration on Aging, New York State Office for the Aging, and Oneida County Office for the Aging."). Copies of all materials should be forwarded by the **CONTRACTOR** to the **OFFICE** at the end of each month.

H. The **CONTRACTOR** agrees to comply with all rules and regulations as stated in the attached **ADDENDUM**.

5. **INSURANCE COVERAGE REQUIREMENTS**

A. 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 **OFFICE** 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.

B. 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.

C. 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 **OFFICE** as party insured thereunder, and shall provide that in the event of cancellation

thereof the **OFFICE** 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.

6. **REPORTING REQUIREMENTS**

A. The **CONTRACTOR** shall, in pursuit of **OFFICE** Title III B funded programs, comply with the Definition of Services, April 2011, as established by the New York State Office for the Aging (96-PI-43).

B. The **CONTRACTOR** shall provide the **OFFICE** with timely information needed to meet planning, coordination, evaluation and reporting requirements as requested 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 agreement; the **OFFICE** shall have access to the client records upon request.

D. The **CONTRACTOR** shall provide the **OFFICE** with required monthly, quarterly, periodic, and/or special reports and shall submit all reports to the **OFFICE** by the dates specified.

E. The **CONTRACTOR** shall submit a final Program Summary Report to the **OFFICE** within thirty (30) days of the end of the program year; the report shall cover the achievement of program goals and objectives.

7. **GRIEVANCE PROCEDURES**

A. The **CONTRACTOR** agrees to implement the **OFFICE** grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in **APPENDIX B**.

8. **FISCAL REQUIREMENTS**

A. The **CONTRACTOR** shall keep all **OFFICE** funds separate; further, state and federal funds shall not be used as local share (match).

B. The **CONTRACTOR** will submit a written request and receive written approval from the **OFFICE** for any budget revisions; costs due to unauthorized revisions shall be borne by the **CONTRACTOR**.

C. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the **OFFICE** Voucher Instructions; **APPENDIX C**.

D. The **CONTRACTOR** shall report to the **OFFICE** any and all additional moneys or program income (contributions, donations, reimbursements, grants) given to the program. "Program income means gross income received by the subcontractor directly generated by a (OFA) grant supported activity, or earned as a result of the (OFA) 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 budget.

F. The **OFFICE** 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 **OFFICE** 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 **OFFICE** 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 **OFFICE** in accordance with the Code of Federal Regulations 45-74, as amended 1980.

9. COORDINATION REQUIREMENTS

A. The **CONTRACTOR** agrees to utilize the **OFFICE** as the single point of entry for referral of services for the elderly and disabled individuals in Oneida County

B. The **CONTRACTOR** and the **OFFICE** 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.

C. The **CONTRACTOR** agrees to comply with policies ensuring client confidentiality, as established by the New York State Office for the Aging (SOFA) and the **OFFICE**, when information sharing between agencies is crucial to the client's well being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The **CONTRACTOR** and the **OFFICE** shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

10. **CONTRACT CANCELLATION**

A. The Agreement may be canceled by the **OFFICE** 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 **OFFICE** 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 **OFFICE**.

D. The **CONTRACTOR** shall coordinate with the **OFFICE** 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.

11. **NO CLAIM FOR DAMAGES**

A. The **CONTRACTOR** agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

12. **TERMS OF AGREEMENT**

A. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and Agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alternations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS THEREOF, the parties have here unto set their hand on the date respectively stated.

CONTRACTOR

Kenneth Abramczyk, President
Greater Mohawk Valley Community and
Elder Wellness Council, Inc. (CEWC)

Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr. County Executive

Date

OFFICE FOR THE AGING

Michael J. Romano, Director

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)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of Institutions of Higher Education and Non-profit Institutions)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19-J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26) Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation).

APPENDIX B

Oneida County Office for the Aging Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Unsatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX C

Oneida County Office for the Aging
2012-2013

Voucher Instructions For Units of Services Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.

6. Claimant's Certification:

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.

7. Voucher Backup

- ✓ Attach CAARS monthly report.
- ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
- ✓ Attach appropriate backup:
 - Payroll certification sheets and time sheets signed by Agency employee.
 - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
 - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

8. Timely Submissions:

- ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

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 statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for

Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.

- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine

or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

COUNTY OF ONEIDA

CONTRACTOR

By: _____
Oneida County Executive

By: _____
Name

**Approved as to Form ONLY
ONEIDA COUNTY ATTORNEY**

By: _____



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

120 Airline Street-Suite 201 Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail: ofa@ocgov.net

December 2, 2013

FN 20 13-454

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 Amended Agreement between the Oneida County Office for the Aging/Office of Continuing Care and The Mohawk Valley Community and Elder Wellness Council, Inc. (CEWC) for your review and approval.

This Amendment is to increase the amount of the contract by \$15,000, with the total amount of the original Agreement not to exceed \$65,000. This Amendment will provide additional funding for the Community Living Program, which identifies individuals who are at risk for Medicaid Spend Downs and Nursing Home Placement. This program is funded with State (75% - \$48,750.00) and County (25% - \$16,250.00) dollars, with no Federal dollars appropriated. 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 Amended Agreement.

Sincerely,

Michael J. Romano
Director

Reviewed and approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 12/6/13

MJR/mac

Enclosure

Oneida County Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Amended Contract Summary

Name of Proposing Organization: The Mohawk Valley Community and Elder Wellness Council, Inc. (CEWC)

Title of Activity or Service: **Community Living Program** - To identify individuals who are at risk for Medicaid spend-down and/or nursing home placement and to help them remain in their community by offering them more involvement and control over the types of services, supports, and benefits they receive through Consumer Directed Budget Base Care Planning.

Proposed Dates of Operation: January 1, 2013 – December 31, 2013

Client Population/Number to be Served: Approximately twenty six elderly and disabled individuals most at risk for Medicaid spend-down and/or nursing home placement.

Summary Statements:

- 1) **Narrative Description of Proposed Services.** To increase the amount of the contract by Fifteen Thousand Dollars (\$15,000.00), with the total amount of the original Agreement not to exceed Sixty-Five Thousand Dollars (\$65,000.00).
- 2) **Program/Service Objectives and Outcomes.** This increase will help continue the Community Living Program, which identifies individuals who are at risk for Medicaid spend-down and/or nursing home placement and will enable them to remain in the community.

No other conditions and terms of the original Agreement are changed.

- 3) **Program Design and Staffing Level.** N/A

Total Funding Requested: \$65,000.00

Oneida County Department Funding Recommendation:

Proposed funding Source (Federal/State/County): Account # A6774.49599
Federal 0% (\$) State 75% (\$ 48,750.00) **County 25 % (\$ 16,250.00)**

Cost per Client Served: Approximately \$1,923.00 per client

Past Performance Data: N/A

AMENDMENT

This is an **AMENDMENT** to the year 2013 Agreement #013883 by and between the **GREATER MOHAWK VALLEY COMMUNITY AND ELDER WELLNESS COUNCIL (CEWC)** located at 120 Airline Street - Suite 201, Oriskany, NY 13424, hereinafter known as the **“CONTRACTOR”**; and **ONEIDA COUNTY OFFICE FOR THE AGING/OFFICE OF CONTINUING CARE**, located at 120 Airline Street - Suite 201, Oriskany, NY 13424, hereinafter known as the **“OFFICE”**.

The **PURPOSE** of this Amendment is:

- To increase the amount of the contract by Fifteen Thousand Dollars (\$15,000.00), with the total amount of the original Agreement not to exceed Sixty-Five Thousand Dollars (\$65,000.00).
- This increase will help continue the Community Living Program, which identifies individuals who are at risk for Medicaid spend-down and/or nursing home placement, and will enable them to remain in the community.
- No other conditions and terms of the original Agreement are changed.

IN WITNESS THEREOF, the parties have hereunto set their hand on the date respectively stated.

CONTRACTOR

Kenneth Abramczyk, President
Greater Mohawk Valley Community and
Elder Wellness Council, Inc. (CEWC)

Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

OFFICE FOR THE AGING

Michael J. Romano, Director

Date

Approved As To Form **ONLY**:
ONEIDA COUNTY ATTORNEY

By: _____

AGREEMENT

This is an Agreement by and between the **GREATER MOHAWK VALLEY COMMUNITY AND ELDER WELLNESS COUNCIL, INC. (CEWC)**, located at 120 Airline Street, Oriskany, New York 13424, hereinafter known as "**CONTRACTOR**"; and **COUNTY OF ONEIDA, OFFICE FOR THE AGING**, located at 120 Airline Street, Oriskany, New York, 13424, hereinafter known as the "**OFFICE**".

WHEREAS, the OFFICE is charged with the responsibility of administering Federal Older Americans Act, 1965 as amended 1992 (PL102-375), funds in the County of Oneida, State of New York; and

WHEREAS, the OFFICE has the primary responsibility for the overall planning and coordination of OFFICE funds including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, WRAP, LTCOP; and County of Oneida funds.

WHEREAS, the OFFICE has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the OFFICE; and

WHEREAS, the OFFICE 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 OFFICE, 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 services received through this Agreement.

F. The CONTRACTOR agrees to hire qualified persons as specified in the respective job description(s), and to maintain the number of staff workers specified in the personnel section of the proposal.

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 OFFICE, 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 funds through this Agreement shall remain the property of the OFFICE; if the contract and/or program is terminated, the OFFICE 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 any program, public information materials, or other printed or published materials funded by OFFICE funds including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, WRAP, LTCOP; and County of Oneida funds 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 with funding from the Administration on Aging, New York State Office for the Aging, and Oneida County Office for the Aging."). Copies of all materials should be forwarded by the CONTRACTOR to the OFFICE at the end of each month.

K. The CONTRACTOR agrees to comply with all rules and regulations as stated in the attached Addendum.

2. FISCAL REQUIREMENTS

A. The CONTRACTOR shall keep all OFFICE funds separate; further, state and federal funds shall not be used as local share (match).

B. The CONTRACTOR will submit a written request and receive written approval from the OFFICE for any budget revisions; costs due to unauthorized revisions shall be borne by the CONTRACTOR.

C. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the OFFICE Voucher Instructions.

D. The CONTRACTOR shall report to the OFFICE any and all additional moneys or program income (contributions, donations, reimbursements, grants) given to the program. "Program income means gross income received by the subcontractor directly generated by a (OFA) grant supported activity, or earned as a result of the (OFA) 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 budget.

F. The OFFICE 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 OFFICE 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 OFFICE 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 OFFICE in accordance with the Code of Federal Regulations 45-74, as amended 1980.

3. INSURANCE COVERAGE REQUIREMENTS

A. 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 OFFICE 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.

B. 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.

C. 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 OFFICE as party insured thereunder, and shall provide that in the event of cancellation thereof the OFFICE 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 OFFICE Title III B 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 OFFICE with timely information needed to meet planning, coordination, evaluation and reporting requirements as requested 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 agreement; the OFFICE shall have access to the client records upon request.

D. The CONTRACTOR shall provide the OFFICE with required monthly, quarterly, periodic, and/or special reports and shall submit all reports to the OFFICE by the dates specified.

E. The CONTRACTOR shall submit a final Program Summary Report to the OFFICE within thirty (30) days of the end of the program year; the report shall cover the achievement of program goals and objectives.

5. GRIEVANCE PROCEDURES

A. The CONTRACTOR agrees to implement the OFFICE 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 agrees to utilize the OFFICE as the single point of entry for referral of services for the elderly and disabled individuals in Oneida County

B. The CONTRACTOR and the OFFICE 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.

C. The CONTRACTOR agrees to comply with policies ensuring client confidentiality, as established by the New York State Office for the Aging (SOFA) and the OFFICE, when information sharing between agencies is crucial to the client's well being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The CONTRACTOR and the OFFICE shall 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 OFFICE 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 OFFICE 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 OFFICE.

D. The CONTRACTOR shall coordinate with the OFFICE 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. 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.

9. SCOPE OF SERVICES

A. The CONTRACTOR agrees to utilize EISEP funds to provide flexible consumer services as part of the budget based plan of care created by the Program Case Coordinator in collaboration with the consumer's primary caregiver.

- B. The CONTRACTOR agrees to maintain accounting services to provide bookkeeping, financial independent audits and funds for the purchase of the required insurance.
- C. The CONTRACTOR agrees to utilize funds through this agreement to subcontract with community agencies of the consumer choosing.
- D. The CONTRACTOR agrees to utilize funds for the printing of flyers, brochures and family education materials deemed necessary and approved by the OFFICE.

13. REIMBURSEMENT FOR SERVICES

A. It is agreed and understood by all parties that the OFFICE will reimburse the CONTRACTOR in accordance with the terms and conditions of this Agreement and the Title III of the Older Americans Act.

B. The OFFICE agrees to reimburse the CONTRACTOR for program expenses, with total payments not to exceed fifty thousand dollars (**\$50,000.00**).

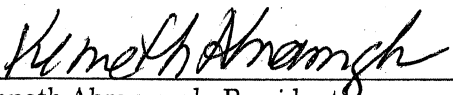
C. The OFFICE grant funds are contingent upon availability of Federal and County of Oneida funding. The Office will reimburse the CONTRACTOR a maximum of fifty thousand dollars **\$50,000.00** (\$48,500.00 Direct Services and \$1,500.00 Administrative Funding) **payable** as specified in the OFA voucher Instructions. The payment schedule will be as follows:

<u>Date</u>	<u>Payment</u>
• January 1, 2013	\$ 13,625.00
• April 1, 2013	\$ 12,125.00
• July 1, 2013	\$ 12,125.00
• October 3, 2013	\$ 12,125.00

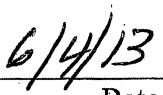
D. The terms and conditions of this Agreement commence January 1, 2013 and terminate December 31, 2013.

IN WITNESS THEREOF, the parties have here unto set their hand on the date respectively stated.

CONTRACTOR




Kenneth Abramczyk, President
Greater Mohawk Valley Community and
Elder Wellness Council, Inc. (CEWC)




Date

COUNTY OF ONEIDA



Anthony J. Picente, Jr. County Executive




Date

OFFICE FOR THE AGING

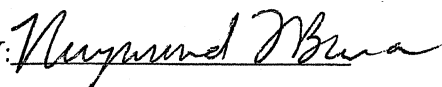


Michael J. Romano, Director



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)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of Institutions of Higher Education and Non-profit Institutions)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19-J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26) Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientati

APPENDIX B

Oneida County Office for the Aging Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Unsatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX C

Oneida County Office for the Aging
2012-2013
Voucher Instructions
For Units of Services Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
 - ✓ Attach CAARS monthly report.
 - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
 - ✓ Attach appropriate backup:
 - Payroll certification sheets and time sheets signed by Agency employee.
 - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
 - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

8. Timely Submissions:

- ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

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 statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for

Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
3. There is a material change in the business practices and procedures of the County.

- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully

documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

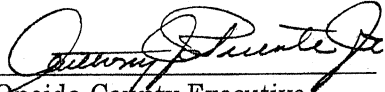
Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

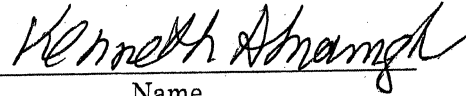
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

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

BY: 



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

120 Airline Street-Suite 201, Oriskany, NY 13424

Phone 315-798-5456

Fax 315-798-6444

E-mail. ofa@ocgov.net

December 5, 2013

FN 20 13-455

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 Contract Agreement between the Oneida County Office for the Aging/Office of Continuing Care and the Presbyterian Residential Community, 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 amount of this Agreement is \$69,500.00, with 75% State (\$52,125.00) and 25% (\$17,375.00) County funds. This contract will commence January 1, 2014 and terminate December 31, 2014.

I am available at your convenience to answer any questions you may have regarding this Agreement.

Sincerely,

Michael J. Romano
Director

MJR/mac

Enclosures

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

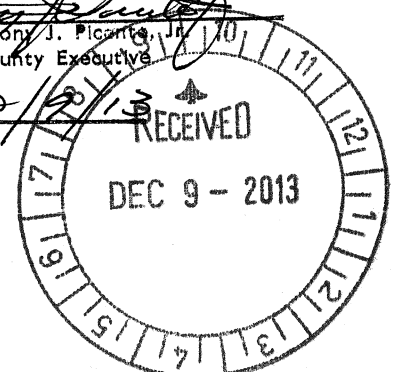


Date

12/13

RECEIVED

DEC 9 - 2013



Oneida County Department: **Office for the Aging**

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: **Presbyterian Residential Community**
Title of Activity or Service: **Social Adult Day Care**
Proposed Dates of Operation: **January 1, 2014 through December 31, 2014**
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, meaning needing assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring and eating; or needing supervision due to cognitive and /or psycho-social impairment. Services include a noon meal and transportation to and from the program

2) Program/Service Objectives and Outcomes.

- To provide 5-hour per weekday adult day care programming
- To provide noon meal and transportation
- To provide services that include socialization, supervision and monitoring, personal care, nutrition, appropriate activities- maintenance and enhancement of daily living skills, caregiver assistance and transportation.
- To provide intergenerational programming to ensure a mutually beneficial social opportunity for program participants and area youth

3) Program Design and Staffing 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 participants general wellbeing.

Oneida County Department Funding Recommendation: \$ 60.00 /day

Proposed Funding Source (Federal/State/County): **\$ 69,500.00** ACCT#: A6772.495.116
Federal: \$0 State: 75% (\$52,125.00) **County: 25% (\$17,375.00)**

Cost per Client Served: \$60.00 per client per five hour day.

Past Performance Data: The Presbyterian Residential Community has been operating a successful Adult Day Care program for the residents of Oneida County for a number of years.

Oneida County Department Staff Comments:

AGREEMENT

This is an Agreement by and between the **PRESBYTERIAN RESIDENTIAL COMMUNITY**, located at 4300 Middle Settlement Road, New Hartford, New York 13413, hereinafter known as "**CONTRACTOR**"; and **ONEIDA COUNTY OFFICE FOR THE AGING/OFFICE OF CONTINUING CARE**, 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, 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. SOCIAL ADULT DAY CARE SERVICES

A. The **CONTRACTOR** agrees as part of the terms and conditions of this Agreement to comply with the State of New York's Social Adult Day Care Regulations, Executive Law, Article 19-J, Part 6656, effective January 1, 1995, and to comply with the **COUNTY**'s 2012 Policy and Procedure Manual.

B. The **CONTRACTOR** agrees to provide Social Model Adult Day Services to frail individuals as authorized by the **COUNTY** and its designated agents. The target population served by this Agreement are Oneida County residents who are age sixty (60) years or older who are living independently in the community with emphasis on older individuals who are: 1) residing in rural areas, 2) with greatest economic need (with particular attention to low-income minority individuals); 3) with greatest social need (with particular attention to low-income minority individuals); 4) with severe disabilities; and 5) with Alzheimer's disease or related disorder with neurological and organic brain dysfunction (and the caretakers of such individuals).

C. The **CONTRACTOR** agrees to provide services in Oneida County.

D. The **CONTRACTOR** agrees to provide Social Adult Day Services as defined by the 1995 Social Adult Day Care Program Regulations, Executive Law, Article 19-J Part 6656:

1. A structured, comprehensive program which provides functionally impaired individuals with the required components of socialization; supervision and monitoring; personal care; and nutrition in a protective setting during any part of the day, but for less than a 24-hour period;
2. "Functionally impaired" means needing the assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring, or eating; or needing supervision due to cognitive and/or psycho-social impairment.
3. "Nutrition" means providing nutritious meals for participants who are attending the program at normal meal times; meals are to be consistent with the standards set forth in the Regulations for a Nutrition Program for the Elderly site and as established by the Area Agency on Aging; and offering snacks and liquids for all participants at appropriate times.

E. The **CONTRACTOR** agrees that all participants will receive services only in accordance with an individualized **written** Service Plan that is based on the COMPASS assessment, and will specify the individual participant outcomes expected from the provision of social adult day care services; and the Service Plans will be reevaluated at a minimum annually.

2. **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.

3. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all parties that the **COUNTY** will reimburse the **CONTRACTOR** for Social Adult Day Care Services which are provided in accordance with the terms and conditions of this Agreement and the Community Services for the Elderly Program (CSEP) and the Caregiver Support IIIIE grants.

B. The **COUNTY** agrees to reimburse the **CONTRACTOR** **\$60.00 per day (\$6.00 per ½ hour or \$12.00 per hour)** which will include program, meals and transportation. A full day of programming is defined as five (5) hours, but the **CONTRACTOR** may bill in ½ hour increments

when the client is attending less than five (5) hours per day. The total payments for this contract will not exceed **\$69,500.00**.

C. The **COUNTY** funds are contingent upon availability of State and County of Oneida funding; reimbursement is payable in twelve (12) monthly vouchers as specified in the Voucher Instructions.

4. **TERM OF CONTRACT**

A. The **CONTRACTOR** agrees that this Agreement will not be subcontracted or assigned. The terms and conditions of this Agreement will commence January 1, 2014 and terminate December 31, 2014.

5. **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 clearly provide clients an opportunity to confidentially and voluntarily contribute to the cost of the CSEP/III E services received through this Agreement.

C. The **CONTRACTOR** agrees to hire qualified persons as specified in the respective job description(s), 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.

D. When appropriate, the **CONTRACTOR** shall attempt to recruit volunteers into the program to assist staff and clients.

E. 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.

F. The **CONTRACTOR** understands that all equipment acquired with CSEP/III E 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.

G. The **CONTRACTOR** agrees that all program, public information materials, or other printed or published materials on the services funded by CSEP/III E 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.

6. **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**.

7. **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, refer to **APPENDIX C**.

C. The **COUNTY** will be responsible for sending monthly donation letters and collecting participant contributions for all participants who attend Office for the Aging / 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.

8. **INSURANCE COVERAGE REQUIREMENTS**

A. The **CONTRACTOR** agrees that it shall defend, indemnify and hold harmless the Agency and the **COUNTY** from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the **CONTRACTOR** and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

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, independent subcontractors, and shall hold harmless and indemnify the County of Oneida and the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its officers, trustees, agents, servants, volunteers or independent subcontractors; the **CONTRACTOR** shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the **CONTRACTOR** or not.

C. The **CONTRACTOR** agrees that it will, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00). The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named **ADDITIONAL INSURED**, as its interest may appear, and to provide the **COUNTY** with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the **COUNTY** as an **ADDITIONAL INSURED** and to provide that such coverage shall not be terminated without written prior notice to the **COUNTY** of at least thirty (30) days.

D. The **CONTRACTOR** shall maintain a professional liability policy and will provide the Agency with proof of coverage in the amount of \$2,000,000 per incident and \$2,000,000 aggregate. The **CONTRACTOR** shall also maintain general liability insurance and will provide the Agency with proof of coverage in the amount of \$2,000,000 per incident and \$2,000,000 aggregate. The **CONTRACTOR** agrees to have Oneida County and the Agency named **ADDITIONAL INSURED(S)** on the general liability policy and to provide the **COUNTY** with certificates from said insurance company or companies showing the proof of insurance as stated heretofore, and to provide that such coverage shall not be terminated without written prior notice to the **COUNTY** of at least thirty (30) days.

E. 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 Certificates of Insurance as verification of liability and/or malpractice coverage for the duration of the program period.

9. **REPORTING REQUIREMENTS**

A. The **CONTRACTOR** shall, in pursuit of **COUNTY** CSEP/IIIE funded programs, comply with the Definition of Services, April 2011, as established by the New York State Office for the Aging.

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.

10. **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.

11. **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.

12. **CONTRACT RENEWAL**

A. The COUNTY and the CONTRACTOR shall negotiate the contract annually.

13. **NO CLAIM FOR DAMAGES**

A. The CONTRACTOR agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

14. **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.

15. **TERMS OF AGREEMENT**

A. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and Agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alternations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS THEREOF, the parties have here unto set their hand on the date respectively stated.

CONTRACTOR

Constance M. Guarascio, Administrator
Presbyterian Residential Community

Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

COUNTY

Michael J. Romano, Director OFA/OCC

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. Secs 250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)

Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19 - J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

APPENDIX B

Oneida County Office for the Aging

Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Unsatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX C

Oneida County Office for the Aging
2013-2014
Voucher Instructions
For Units of Services Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
 - ✓ Attach CAARS monthly report.
 - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
 - ✓ Attach appropriate backup:
 - Payroll certification sheets and time sheets signed by Agency employee.
 - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
 - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
 - ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.

- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

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 statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director

Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

- d.. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **Health Insurance Portability and Accountability Act (HIPAA).**

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records").

The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the 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 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.

WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

COUNTY OF ONEIDA

CONTRACTOR

By: _____
Oneida County Executive

By: _____
Name

Approved as to Form **ONLY**

ONEIDA COUNTY ATTORNEY

By: _____



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

120 Airline Street – Suite 201, Oriskany, NY 13424 Phone 315-798-5456 Fax 315-798-6444 E-mail.ofa@ocgov.net

December 5, 2013

FN 20 13-456

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Contract Agreement between the Oneida County Office for the Aging/Office of Continuing Care, and the Senior Citizens Council of Rome, New York, Inc., located at Ava Dorfman Senior Center, for your review and approval.

This Agreement is for the provision of Adult Day Services which will provide community based long term care services to the frail and elderly and save taxpayer dollars by preventing premature nursing home placement. The total amount of this Agreement is \$56,500.00. This consists of 75% (\$42,375.00) State funds and 25% (\$14,125.00) County dollars. This contract commences January 1, 2014 and terminates December 31, 2014.

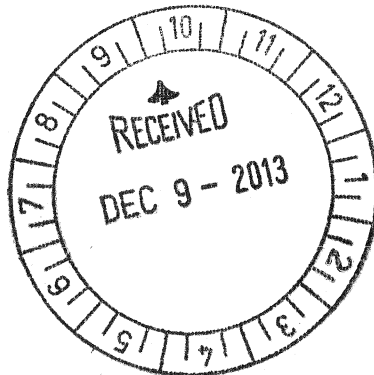
I am available at your convenience to answer any questions you may have regarding this Agreement.

Sincerely,

Michael J. Romano
Director

MJR/mac

Enclosures



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 12/9/13

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: **Senior Citizens Council of Rome, NY, Inc.
Ava Dorfman Senior Center**

Title of Activity or Service: Social Adult Day Care

Proposed Dates of Operation: January 1, 2014 through December 31, 2014

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, meaning needing assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring, and eating; or needing supervision due to cognitive and /or psycho-social impairment. Services include a noon meal and transportation to and from the program

2) Program/Service Objectives and Outcomes.

- To provide 5-hour per weekday adult day care programming
- To provide noon meal and transportation
- To provide services that include socialization, supervision and monitoring, personal care, nutrition, appropriate activities- maintenance and enhancement of daily living skills, caregiver assistance and transportation.
- To provide intergenerational programming to ensure a mutually beneficial social opportunity for program participants and area youth

3) Program Design and Staffing 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 Recommendation: \$ 60.00 /day total

Proposed Funding Source (Federal/State/County): **\$56,500.00** ACCT A6772.495.116
Federal: \$0 State: \$ 42,375.00 (75%) **County: \$ 14,125.00 (25%)**

Cost per Client Served: \$60.00 per client per five hour day

Past Performance Data: The Ava Dorfman Senior Citizens Civic Center has provided social adult day care since 1992.

AGREEMENT

This is an Agreement by and between the **SENIOR CITIZENS COUNCIL OF ROME, NEW YORK, INC**, service location at 305 East Locust Street, Rome, New York 13440, hereinafter known as "**CONTRACTOR**"; and **ONEIDA COUNTY OFFICE FOR THE AGING/OFFICE OF CONTINUING CARE**, 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, 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. **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 **OFFICE**'s 2000 Policy and Procedure Manual.

B. The **CONTRACTOR** agrees to provide Social Model Adult Day Services to frail individuals as authorized by the **OFFICE** 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.

2. 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 **OFFICE** agree to hold periodic coordinating meetings as needed.
- D. The **CONTRACTOR** and **OFFICE** 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.

3. REIMBURSEMENT FOR SERVICES

- A. It is agreed and understood by all parties that the **OFFICE** will reimburse the **CONTRACTOR** for Social Adult Day Care Services which are provided in accordance with the terms and conditions of this Agreement and the Community Services for the Elderly Program (CSEP) and the Caregiver Support IIIIE grants.
- B. The **OFFICE** agrees to reimburse the **CONTRACTOR** **\$60.00 per day (\$6.00 per ½ hour or \$12.00 per hour)** which will include program, meals and transportation. A full day of

programming is defined as five (5) hours, but the **CONTRACTOR** may bill in ½ hour increments when the client is attending less than five (5) hours per day. The total payments for this contract will not exceed **\$56,500.00**.

C. The **OFFICE** 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.

4. **TERM OF CONTRACT**

A. The **CONTRACTOR** agrees that this Agreement will not be subcontracted or assigned. The terms and conditions of this Agreement will commence January 1, 2014 and terminate December 31, 2014.

5. **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 clearly provide clients an opportunity to confidentially and voluntarily contribute to the cost of the CSEP/III E services received through this Agreement.

C. The **CONTRACTOR** agrees to hire qualified persons as specified in the respective job description(s), 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.

D. When appropriate, the **CONTRACTOR** shall attempt to recruit volunteers into the program to assist staff and clients.

E. 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.

F. The **CONTRACTOR** understands that all equipment acquired with CSEP/III E 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.

G. The **CONTRACTOR** agrees that all program, public information materials, or other printed or published materials on the services funded by CSEP/III E 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.

6. **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**.

7. **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, refer to **APPENDIX C**.

C. The **COUNTY** will be responsible for sending monthly donation letters and collecting participant contributions for all participants who attend Office for the Aging/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.

8. **INSURANCE COVERAGE REQUIREMENTS**

A. The **CONTRACTOR** agrees that it shall defend, indemnify and hold harmless the Agency and the **COUNTY** from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the **CONTRACTOR** and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

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, independent subcontractors, and shall hold harmless and indemnify the County of Oneida and the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its officers, trustees, agents, servants, volunteers or independent subcontractors; the **CONTRACTOR** shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the **CONTRACTOR** or not.

C. The **CONTRACTOR** agrees that it will, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00). The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named **ADDITIONAL INSURED**, as its interest may appear, and to provide the **COUNTY** with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the **COUNTY** as an **ADDITIONAL INSURED** and to provide that such coverage shall not be terminated without written prior notice to the **COUNTY** of at least thirty (30) days.

D. The **CONTRACTOR** shall maintain a professional liability policy and will provide the Agency with proof of coverage in the amount of \$2,000,000 per incident and \$2,000,000 aggregate. The **CONTRACTOR** shall also maintain general liability insurance and will provide the Agency with proof of coverage in the amount of \$2,000,000 per incident and \$2,000,000 aggregate. The **CONTRACTOR** agrees to have Oneida County and the Agency named **ADDITIONAL INSURED(S)** on the general liability policy and to provide the **COUNTY** with certificates from said insurance company or companies showing the proof of insurance as stated heretofore, and to provide that such

coverage shall not be terminated without written prior notice to the **COUNTY** of at least thirty (30) days.

E. 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 Certificates of Insurance as verification of liability and/or malpractice coverage for the duration of the program period.

9. **REPORTING REQUIREMENTS**

A. The **CONTRACTOR** shall, in pursuit of **COUNTY** CSEP/IIIE funded programs, comply with the Definition of Services, April 2011, as established by the New York State Office for the Aging.

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.

10. **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.

11. **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.

12. **CONTRACT RENEWAL**

The **COUNTY** and the **CONTRACTOR** shall negotiate the contract annually.

13. **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.

14. **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.

15. **TERMS OF AGREEMENT**

A. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and Agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alternations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS THEREOF, the parties have here unto set their hand on the date respectively stated.

CONTRACTOR

Katie Mungari, Executive Director
Ava Dorfman Senior Citizens Civic Center
Senior Citizens Council of Rome, NY, Inc.

Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

COUNTY

Michael J. Romano, Director OFA/OCC

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. Secs 250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19 - J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

APPENDIX B

Oneida County Office for the Aging

Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Unsatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX C

Oneida County Office for the Aging
2013-2014

Voucher Instructions For Units of Services Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
 - ✓ Attach CAARS monthly report.
 - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
 - ✓ Attach appropriate backup:
 - Payroll certification sheets and time sheets signed by Agency employee.
 - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
 - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

8. Timely Submissions:

- ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

ADDENDUM

THIS ADDENDUM, entered into on this ___ day of _____, between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

WHEREAS, **COUNTY** and **CONTRACTOR** have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which **COUNTY** is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85 Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and

2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).
-
-

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands

and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records").

The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The

Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

COUNTY OF ONEIDA

CONTRACTOR

By: _____
Oneida County Executive

By: _____
Name

Approved as to Form **ONLY**

ONEIDA COUNTY ATTORNEY

By: _____



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

December 5, 2013

FN 20 13-457

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 Service Agreement between the Office for the Aging/Office of Continuing and the Greater Mohawk Valley Community and Elder Wellness Council, Inc. (CEWC) for your review and approval.

This project will provide elderly consumers who are eligible to be served through the Consumer Directed Program with a flexible consumer directed model of service delivery. The program will target those most at risk for Medicaid spend downs and Nursing Home Placement. This program is funded with State (75% - \$37,500.00) and County (25% - \$12,500.00) dollars with no additional County dollars appropriated. This contract will commence January 1, 2014 and terminate December 31, 2014

I am available at your convenience to answer any questions you may have regarding this Agreement.

Sincerely,

Michael J. Romano
Director

MJR/mac

Enclosures

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 12/6/13

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: The Mohawk Valley Community and Elder Wellness Council, Inc.

Title of Activity or Service: Community Living Program - To identify individuals who are at risk for Medicaid spend-down and or/ nursing home placement and to help them remain in their community by offering them more involvement and control over the types of services, supports, and benefits they receive through Consumer Directed Budget Base Care Planning.

Proposed Dates of Operation: January 1, 2014 – December 31, 2014

Client Population/Number to be Served: Approximately twenty six elderly and disabled individuals most at risk for Medicaid spend down and Nursing Home Placement

Summary Statements:

- 1) **Narrative Description of Proposed Services.** To provide Oneida County with the ability to develop a flexible consumer directed model of service to allow clients to remain in their community.
- 2) **Program/Service Objectives and Outcomes.** To link individuals with home and community based services and supports, including those supports that help family members and caregivers continue to provide care.
- 3) **Program Design and Staffing Level.** N/A

Total Funding Requested: \$50,000.00

Oneida County Department Funding Recommendation:

Proposed funding Source (Federal/State/County): Account # A6774.49599
State 75% (\$ 37,500.00) County 25 % (\$12,500.00)

Cost per Client Served: approximately \$1,923.00 per client

Past Performance Data:

Oneida County Department Staff Comments:

AGREEMENT

This is an Agreement by and between the **GREATER MOHAWK VALLEY COMMUNITY AND ELDER WELLNESS COUNCIL, INC. (CEWC)**, located at 120 Airline Street, Oriskany, New York 13424, hereinafter known as "**CONTRACTOR**"; and **COUNTY OF ONEIDA, OFFICE FOR THE AGING**, located at 120 Airline Street, Oriskany, New York, 13424, hereinafter known as the "**OFFICE**".

WHEREAS, the **OFFICE** is charged with the responsibility of administering Federal Older Americans Act, 1965 as amended 1992 (PL102-375), funds in the County of Oneida, State of New York; and

WHEREAS, the **OFFICE** has the primary responsibility for the overall planning and coordination of OFFICE funds including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, and County of Oneida funds.

WHEREAS, the **OFFICE** has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the **OFFICE**; and

WHEREAS, the **OFFICE** 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. **SCOPE OF SERVICES**

- A. The **CONTRACTOR** agrees to utilize EISEP funds to provide flexible consumer services as part of the budget based plan of care created by the Program Case Coordinator in collaboration with the consumer's primary caregiver.
- B. The **CONTRACTOR** agrees to maintain accounting services to provide bookkeeping, financial independent audits and funds for the purchase of the required insurance.
- C. The **CONTRACTOR** agrees to utilize funds through this agreement to subcontract with community agencies of the consumer choosing.
- D. The **CONTRACTOR** agrees to utilize funds for the printing of flyers, brochures and family education materials deemed necessary and approved by the **OFFICE**.

2. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all parties that the **OFFICE** will reimburse the **CONTRACTOR** in accordance with the terms and conditions of this Agreement and the Title III of the Older Americans Act.

B. The **OFFICE** agrees to reimburse the **CONTRACTOR** for program expenses, with total payments not to exceed fifty thousand dollars (**\$50,000.00**).

C. The **OFFICE** grant funds are contingent upon availability of Federal and County of Oneida funding. The Office will reimburse the **CONTRACTOR** a maximum of fifty thousand dollars **\$50,000.00** (\$48,500.00 Direct Services and \$1,500.00 Administrative Funding) **payable** as specified in the OFA Voucher Instructions. The payment schedule will be as follows:

<u>Date</u>	<u>Payment</u>
• January 1, 2014	\$ 13,625.00
• April 1, 2014	\$ 12,125.00
• July 1, 2014	\$ 12,125.00
• October 3, 2014	\$ 12,125.00

3. **TERM OF CONTRACT**

A. The terms and conditions of this Agreement commence January 1, 2014 and terminate December 31, 2014.

4. **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 **OFFICE**, refer to **APPENDIX A**.

B. The **CONTRACTOR** shall clearly provide clients an opportunity to confidentially and voluntarily contribute to the cost of the services received through this Agreement.

C. The **CONTRACTOR** agrees to hire qualified persons as specified in the respective job description(s), and to maintain the number of staff workers specified in the personnel section of the proposal.

D. When appropriate, the **CONTRACTOR** shall attempt to recruit volunteers into the program to assist staff and clients.

E. The **CONTRACTOR** shall obtain, and submit to the **OFFICE**, three (3) copies of mutually signed, written Agreements existing between the **CONTRACTOR** and other service providers providing support to this contracted program.

F. The **CONTRACTOR** understands that all equipment acquired with funds through this Agreement shall remain the property of the **OFFICE**; if the contract and/or program is terminated, the **OFFICE** shall issue a claim to said equipment in accordance with the Code of Federal Regulations 45-74, as amended 1980.

G. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials funded by **OFFICE** funds including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, and County of Oneida funds 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 with funding from the Administration on Aging, New York State Office for the Aging, and Oneida County Office for the Aging."). Copies of all materials should be forwarded by the **CONTRACTOR** to the **OFFICE** at the end of each month.

H. The **CONTRACTOR** agrees to comply with all rules and regulations as stated in the attached **ADDENDUM**.

5. **FISCAL REQUIREMENTS**

A. The **CONTRACTOR** shall keep all **OFFICE** funds separate; further, state and federal funds shall not be used as local share (match).

B. The **CONTRACTOR** will submit a written request and receive written approval from the **OFFICE** for any budget revisions; costs due to unauthorized revisions shall be borne by the **CONTRACTOR**.

C. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the **OFFICE** Voucher Instructions; **APPENDIX C**

D. The **CONTRACTOR** shall report to the **OFFICE** any and all additional moneys or program income (contributions, donations, reimbursements, grants) given to the program. "Program income means gross income received by the subcontractor directly generated by a (OFA) grant supported activity, or earned as a result of the (OFA) 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 budget.

F. The **OFFICE** 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 **OFFICE** 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 **OFFICE** 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 **OFFICE** in accordance with the Code of Federal Regulations 45-74, as amended 1980.

6. **INSURANCE COVERAGE REQUIREMENTS**

A. 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 **OFFICE** 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.

B. 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.

C. 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 **OFFICE** as party insured thereunder, and shall provide that in the event of cancellation thereof the **OFFICE** 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.

7. **REPORTING REQUIREMENTS**

A. The **CONTRACTOR** shall, in pursuit of **OFFICE** Title III B funded programs, comply with the Definition of Services, April 2011, as established by the New York State Office for the Aging (96-PI-43).

B. The **CONTRACTOR** shall provide the **OFFICE** with timely information needed to meet planning, coordination, evaluation and reporting requirements as requested 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 agreement; the **OFFICE** shall have access to the client records upon request.

D. The **CONTRACTOR** shall provide the **OFFICE** with required monthly, quarterly, periodic, and/or special reports and shall submit all reports to the **OFFICE** by the dates specified.

E. The **CONTRACTOR** shall submit a final Program Summary Report to the **OFFICE** within thirty (30) days of the end of the program year; the report shall cover the achievement of program goals and objectives.

8. **GRIEVANCE PROCEDURES**

A. The **CONTRACTOR** agrees to implement the **OFFICE** grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in **APPENDIX B**.

9. **COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** agrees to utilize the **OFFICE** as the single point of entry for referral of services for the elderly and disabled individuals in Oneida County

B. The **CONTRACTOR** and the **OFFICE** 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.

C. The **CONTRACTOR** agrees to comply with policies ensuring client confidentiality, as established by the New York State Office for the Aging (SOFA) and the **OFFICE**, when information sharing between agencies is crucial to the client's well being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The **CONTRACTOR** and the **OFFICE** shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

10. **CONTRACT CANCELLATION**

A. The Agreement may be canceled by the **OFFICE** 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 **OFFICE** 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 **OFFICE**.

D. The **CONTRACTOR** shall coordinate with the **OFFICE** 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.

11. **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.

12. **TERMS OF AGREEMENT**

A. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and Agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alternations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS THEREOF, the parties have here unto set their hand on the date respectively stated.

CONTRACTOR

Kenneth Abramczyk, President
Greater Mohawk Valley Community and
Elder Wellness Council, Inc. (CEWC)

Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr. County Executive

Date

OFFICE FOR THE AGING

Michael J. Romano, Director

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)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of Institutions of Higher Education and Non-profit Institutions)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19-J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26) Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientati

APPENDIX B

Oneida County Office for the Aging Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Unsatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX C

Oneida County Office for the Aging
2012-2013
Voucher Instructions
For Units of Services Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
 - ✓ Attach CAARS monthly report.
 - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
 - ✓ Attach appropriate backup:
 - Payroll certification sheets and time sheets signed by Agency employee.
 - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
 - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

8. Timely Submissions:

- ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

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 statute occurring in the workplace no later than five (5) calendar days after such conviction;

- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.

- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully

documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

Contractor

By: _____
Oneida County Executive

By: _____
Name

**Approved as to Form ONLY
ONEIDA COUNTY ATTORNEY**

BY: _____



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

120 Airline Street – Suite 201, Oriskany, NY 13424 Phone 315-798-5456 Fax 315-798-6444 E-mail. ofa@ocgov.net

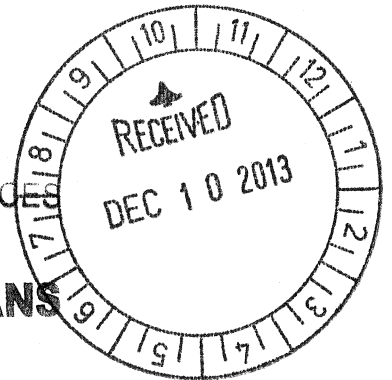
December 5, 2013

FN 20 13-458

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 Contract Agreement between the Oneida County Office for the Aging/Office of Continuing Care, and the Resource Center for Independent Living, 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 amount of this Agreement is \$100,000.00 which is 75% (\$75,000.00) State and 25% (\$25,000.00) County funds. This contract commences January 1, 2014 and terminates December 31, 2014.

I am available at your convenience to answer any questions you may have regarding this Agreement.

Sincerely,

Michael J. Romano
Director

MJR/mac

Enclosures

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 12/9/13

Oneida County Department: **Office for the Aging**

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: **Resource Center for Independent Living**
Title of Activity or Service: Social Adult Day Care
Proposed Dates of Operation: January 1, 2014 through December 31, 2014
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, meaning needing assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring and eating; or needing supervision due to cognitive and /or psycho-social impairment. Services include a noon meal and transportation to and from the program

2) Program/Service Objectives and Outcomes.

- To provide 5-hour per weekday adult day care programming
- To provide noon meal and transportation
- To provide services that include socialization, supervision and monitoring, personal care, nutrition, appropriate activities- maintenance and enhancement of daily living skills, caregiver assistance, and transportation.
- To provide intergenerational programming to ensure a mutually beneficial social opportunity for program participants and area youth

3) Program Design and Staffing 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 Recommendation: \$ 60.00 /day total

Proposed Funding Source (Federal/State/County): **(\$ 100,000.00)** ACCT#: A6772.495.116
Federal: \$0 State: 75% (\$75,000.00) **County: 25% (\$25,000.00)**

Cost per Client Served: \$60.00 per client per five hour day

Past Performance Data: The Resource Center for Independent Living has provided Adult Day Care since 1984.

Oneida County Department Staff Comments:

AGREEMENT

This is an Agreement by and between the **RESOURCE CENTER FOR INDEPENDENT LIVING**, located at 401-409 Columbia Street, Utica New York 13503-0210, hereinafter known as "**CONTRACTOR**"; and **ONEIDA COUNTY OFFICE FOR THE AGING/OFFICE OF CONTINUING CARE**, 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, 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. 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.

2. **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.

3. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all parties that the **COUNTY** will reimburse the **CONTRACTOR** for Social Adult Day Care Services which are provided in accordance with the terms and conditions of this Agreement and the Community Services for the Elderly Program (CSEP) and the Caregiver Support IIIIE grants.

B. The **COUNTY** agrees to reimburse the **CONTRACTOR \$60.00 per day (\$ 6.00 per ½ hour or \$ 12.00 per hour)** which will include program, meals and transportation. A full day of programming is defined as five (5) hours, but the **CONTRACTOR** may bill in ½ hour increments

when the client is attending less than five (5) hours per day. The total payments for this contract will not exceed **\$100,000.00**.

C. The **COUNTY** funds are contingent upon availability of State and County of Oneida funding; reimbursement is payable in twelve (12) monthly vouchers as specified in the Voucher Instructions.

4. **TERM OF CONTRACT**

A. The **CONTRACTOR** agrees that this Agreement will not be subcontracted or assigned. The terms and conditions of this Agreement will commence January 1, 2014 and terminate December 31, 2014.

5. **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 clearly provide clients an opportunity to confidentially and voluntarily contribute to the cost of the CSEP/III E services received through this Agreement.

C. The **CONTRACTOR** agrees to hire qualified persons as specified in the respective job description(s), 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.

D. When appropriate, the **CONTRACTOR** shall attempt to recruit volunteers into the program to assist staff and clients.

E. 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.

F. The **CONTRACTOR** understands that all equipment acquired with CSEP/III E 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.

G. The **CONTRACTOR** agrees that all program, public information materials, or other printed or published materials on the services funded by CSEP/III E 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.

6. **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**.

7. **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, refer to **APPENDIX C**.

C. The **COUNTY** will be responsible for sending monthly donation letters and collecting participant contributions for all participants who attend Office for the Aging / 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.

8. **INSURANCE COVERAGE REQUIREMENTS**

A. The **CONTRACTOR** agrees that it shall defend, indemnify and hold harmless the Agency and the **COUNTY** from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the **CONTRACTOR** and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

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, independent subcontractors, and shall hold harmless and indemnify the County of Oneida and the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its officers, trustees, agents, servants, volunteers or independent subcontractors; the **CONTRACTOR** shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the **CONTRACTOR** or not.

C. The **CONTRACTOR** agrees that it will, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00). The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named **ADDITIONAL INSURED**, as its interest may appear, and to provide the **COUNTY** with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the **COUNTY** as an **ADDITIONAL INSURED** and to provide that such coverage shall not be terminated without written prior notice to the **COUNTY** of at least thirty (30) days.

D. The **CONTRACTOR** shall maintain a professional liability policy and will provide the Agency with proof of coverage in the amount of \$2,000,000 per incident and \$2,000,000 aggregate. The **CONTRACTOR** shall also maintain general liability insurance and will provide the Agency with proof of coverage in the amount of \$2,000,000 per incident and \$2,000,000 aggregate. The **CONTRACTOR** agrees to have Oneida County and the Agency named **ADDITIONAL INSURED(S)** on the general liability policy and to provide the **COUNTY** with certificates from said insurance company or companies showing the proof of insurance as stated heretofore, and to provide that such coverage shall not be terminated without written prior notice to the **COUNTY** of at least thirty (30) days.

E. 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 Certificates of Insurance as verification of liability and/or malpractice coverage for the duration of the program period.

9. **REPORTING REQUIREMENTS**

A. The CONTRACTOR shall, in pursuit of COUNTY CSEP/IIIE funded programs, comply with the Definition of Services, April 2011, as established by the New York State Office for the Aging.

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

10. **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.

11. **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.

12. **CONTRACT RENEWAL**

The COUNTY and the CONTRACTOR shall negotiate the contract annually.

13. **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.

14. **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.

15. **TERMS OF AGREEMENT**

A. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and Agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alternations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS THEREOF, the parties have here unto set their hand on the date respectively stated.

CONTRACTOR

Zvia McCormick, Chief Executive Officer
Resource Center for Independent Living

Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

COUNTY

Michael J. Romano, Director OFA/OCC

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. Secs 250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)

Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19 - J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

APPENDIX B

Oneida County Office for the Aging

Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Unsatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX C

Oneida County Office for the Aging
2013-2014

Voucher Instructions For Units of Services Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
 - ✓ Attach CAARS monthly report.
 - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
 - ✓ Attach appropriate backup:
 - Payroll certification sheets and time sheets signed by Agency employee.
 - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
 - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

8. Timely Submissions:

- ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

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 statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

- d.. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands

and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records").

The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The

Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

COUNTY OF ONEIDA

CONTRACTOR

By: _____
Oneida County Executive

By: _____
Name

Approved as to Form **ONLY**

ONEIDA COUNTY ATTORNEY

By: _____