

ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION

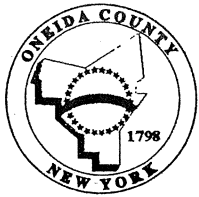
August 24, 2011

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

<u>FILE NO.</u>	<u>COMMITTEE</u>
2011-223....	Ways & Means
2011-223 ...	Read & Filed.....
2011-246 ...	Read & Filed.....
2011-247 ...	Internal Affairs, Ways & Means.....
2011-248 ...	Airport, Ways & Means.....
2011-249 ...	Public Safety, Ways & Means
2011-250.....	Public Safety, Ways & Means.....
2011-251.....	Public Safety, Ways & Means.....
2011-252....	Human Resources, Ways & Means
2011-253.....	Public Health, Ways & Means
2011-254.....	Public Health, Ways & Means
2011-255.....	Public Health, Ways & Means.....

ALL SUPPORTING DOCUMENTATION AVAILABLE AT

www.ocgov.net



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE JR.

County Executive

ce@ocgov.net

ONEIDA COUNTY OFFICE BUILDING

800 PARK AVENUE

UTICA, NEW YORK 13501

(315) 798-5800

FAX: (315) 798-2390

www.ocgov.net

FN 20 11 - 223

August 24, 2011

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

WAYS & MEANS

Honorable Members:

I am forwarding the proposed 2011-2012 Operating Budget for the Mohawk Valley Community College (MVCC), which was approved by the Board of Trustees at their May 16, 2011 meeting. This proposed budget has gross expenditures of \$50,195,780, a 4.95% increase over the 2010-2011 budget.

This budget calls for a local sponsor share of \$7,280,100, which is the exactly the same amount of the sponsor share in the 2010-2011 and the 2009-2010 operating budgets. Unfortunately, due to changes initiated by New York State, Oneida County can not afford this amount in the up coming budget.

New York State has imposed a 2% tax cap on all municipalities without giving any mandate relief. The lack of any relief along with all the rising cost of running the mandated programs calls for drastic action on my part.

Last year I held MVCC harmless when I laid off seventy employees and eliminated approximately another fifty eight positions through early retirement. I asked employees to freeze their wages along with asking them to find creative ways to do more with less.

The proposed budget calls for using \$3,976,826 of its fund balance which approximately the same amount appropriated in the previous budget. I propose an amendment to MVCC's budget, an increase in the use of fund balance by \$1,470,000 for a total of \$5,446,826. This will also reduce the sponsors share to \$5,810,100. Through careful review I think MVCC can take this hit on its fund balance at this time and survive and I don't think Oneida County can. I believe this unfortunate action is needed and required given the budgetary circumstances Oneida County is facing.

I believe that this is a sound and responsible budget. I urge your early consideration for approval and respectfully request your full board act on this legislation at your **August 24, 2011** meeting.

Respectfully submitted,

Anthony J. Picente, Jr.
Oneida County Executive

AJP:tbk

Attach.

CC: Chairperson, MVCC Board of Trustees
President, MVCC
Comptroller
County Attorney
Budget



ONEIDA COUNTY BOARD OF LEGISLATORS

Michael B. Waterman ♦ 6 Sixth St. ♦ Camden, NY 13316
Home Phone: (315)245-1893

August 22, 2011

FN 20 11 - 223

READ & FILED

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



Dear Mr. Billard:

Please be advised that according to the Rules of the Board, I will be abstaining from voting on Docket #2011-223, Approval of the 2011-2012 Operating Budget for Mohawk Valley Community College as my Wife, is employed by the College.

It is my understanding that this letter of disclosure will be part of the official record of this Board.

Thank you,

Respectfully submitted,

A handwritten signature in black ink that reads "Michael B. Waterman".

Michael B. Waterman
Oneida County Legislator
5th District

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

for

MEMORIALIZING PETITION READ & FILED

F.N. 2011-246

SPONSORS: Oneida County Legislator, George Joseph (R-10th)

A MEMORIALIZING PETITION SUPPORTING THE BI-PARTISAN EFFORT TO MAINTAIN A FAIR DISTRIBUTION OF SUPREME COURT JUSTICE SEATS AMONG THE SIX COUNTIES OF THE FIFTH JUDICIAL DISTRICT OF THE NEWYORK STATE UNIFIED COURT SYSTEM.

WHEREAS, The Fifth Judicial District of New York State Unified Court System consists of the six counties of Lewis, Jefferson, Oswego, Oneida, Onondaga and Herkimer and the New York State Supreme Justices for the Fifth Judicial District are elected on a district-wide basis; and

WHEREAS, for a nearly a century the political and legal leaders of the six counties of the Fifth Judicial District have worked together to maintain a fair allocation of the Supreme Court seats among the six counties of the Fifth Judicial District; and

WHEREAS, as a result of the aforementioned efforts, Oneida County has had a duly elected Supreme Court Justice for nearly one hundred years; and

WHEREAS, the fair allocation of Supreme Court seats throughout the Fifth Judicial District has ensured that the citizens of the entire Fifth Judicial District have had a fair and proportionate Access to Justice; i.e., the ready availability of a Supreme Court Justice; and

WHEREAS, the fair allocation of Supreme Court seats throughout the Fifth Judicial District has ensured that the citizens of the entire Fifth District have had the advantage of access to a Supreme Court Justice with Local Knowledge of their community; and

WHEREAS, the fair allocation of Supreme Court seats throughout the Fifth Judicial District has ensured that the citizens of the entire Fifth Judicial District have not had the Additional Expense of traveling to a distant county to access a Supreme Court Justice; and

WHEREAS, in November of 2011, there will be an election of three Supreme Court seats in the Fifth Judicial District, and for nearly a century these seats, under the aforementioned agreement of fair allocation of Supreme Court seats in the Fifth Judicial District, have been filled by Justices from Oneida County, Lewis County and Jefferson County, respectively, and

WHEREAS, in disregard of the aforementioned agreement of fair allocation, well-funded candidates from Onondaga County have mounted campaigns for at least three Supreme Court seats up for election in November, 2011; and

WHEREAS, the nomination and election in November of 2011, of candidates from Onondaga County to the Supreme Court seats that have historically been allocated to Lewis County, Jefferson County and Oneida County, would violate and destroy the agreement of fair allocation of Supreme Court seats in the Fifth Judicial District, would deny the citizens of the Fifth Judicial District the right to Equal Access to Justice, would deny access to a Justice with local knowledge of the community and would impose additional expense on citizens in the Fifth Judicial District in order to achieve access to justice.

NOW, THEREFORE, BE IT RESOLVED, that the Oneida County Board of Legislators calls upon the New York State Legislature to pass legislation to ensure an elected resident of the County as Supreme Court Justice in each of the counties in the Fifth Judicial District of the Unified Court System; that the Oneida County Board of Legislators hereby expresses its support for the continuation of the agreement among political and legal leaders of the Fifth Judicial District of the Unified Court System.

BE IT FURTHER RESOLVED, that the Clerk of the Board shall transmit copies of this memorializing petition to New York State Governor, Andrew Cuomo, New York State Majority Leader, Dean Skelos, New York State Assembly Speaker, Sheldon Silver, The Legislators of the Fifth Judicial District and to the Chairperson of the Republican and Democratic parties in each County in the Fifth Judicial District.

ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

August 11, 2011

FN 20 11-247

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

INTERNAL AFFAIRS

WAYS & MEANS

Dear Mr. Picente:

Enclosed herein, please find a letter from Trenton Town Supervisor, Mark Scheidelman, requesting delinquent tax property from the county. The property is important to the Town of Trenton for environmental rehabilitation and subsequent return to the tax roll.

The parcel that they'd like to submit to the state for consideration is identified as tax map # 305089 159.000-1-16.

As was done with the Village of Camden regarding another environmental property (2 Main St., Camden, NY), the Village of New York Mills regarding property known as the #2 Mill Building, and the City of Sherrill (W. Seneca Street), the Town of Trenton is asking for a commitment to quit claim our interest.

We recommend favorable review of their request and submit that we should follow the same process as in the past – i.e., commit to quit claim our interest so they can complete the project.

Please forward this to the Board of Legislators at your earliest convenience.

Sincerely,

Anthony Carvelli
Commissioner of Finance

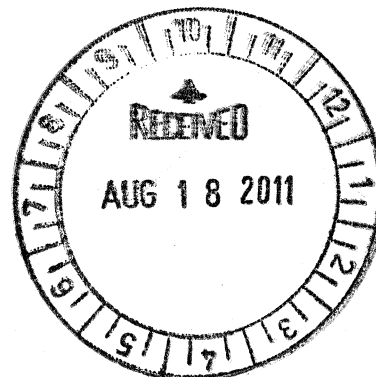
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente Jr.
County Executive

Date 8/11/11

AC/bad

cc: Gerald Fiorini, Chairman of the Board
Linda M.H. Dillon, County Attorney
Mark Scheidelman, Trenton Town Supervisor



TOWN OF TRENTON

MARK SCHEIDELMAN, Supervisor
KATHARINE (KITTY) SQUIRE, Town Clerk
J. PATRICK VAN BUSKIRK, Town Justice
DON C. CANNON, Town Justice
ARTHUR HUGHES, Highway Superintendent

PO Box 206
Barneveld, NY 13304-0206
TDD Dial 711
FAX (315) 896-4045
trenton@town.trenton.ny.us
www.town.trenton.ny.us

SHIRLEY POLAND, Councilwoman
BETSY BEIL MACK, Councilwoman
BRUCE KELLOGG, Councilman
JOSEPH E. SMITH, Councilman
LORNA VAN BUSKIRK, Tax Collector

Anthony Carvelli
Commissioner of Finance
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

RECEIVED

AUG 11 2011

ONEIDA COUNTY
COMMISSIONER OF FINANCE

August 8, 2011

Dear Tony,

The Town of Trenton requests that Oneida County turn over tax parcel 159.00-1-16 to the Town of Trenton. (Owner listed as Sharm Bhagwati)

As you may recall this parcel was the home of the former E-Z Stop gas station on Rt. 12. Taxes have not been paid on the property for years and the building had been vacant. The Town obtained grants through NYSDEC, took temporary ownership of the title to the property and conducted a study to determine if there was contaminated soil on site due to the leaking of fuel storage tanks. It was determined that there was in fact contamination and another DEC grant was obtained to remove the tanks, building and contaminated soil.

In order to close out the site and have a property that can be used again and placed back on the tax rolls, further monitoring of wells needs to be conducted. We have obtained a grant to pay for this work but a provision is that the Town must own the property. Trenton has a large investment in this parcel and we know it cannot be put to good use and on the tax rolls until this monitoring is complete. Trenton will be incurring another \$4000 to \$7000 in expenses for this phase. This is in addition to the \$25,000 already spent by the Town. Total costs to date (mostly paid by grants) is \$360,000.

Our work plan has been submitted to the NYSDEC for approval and if okayed as is, we can begin work in September; contingent upon conveyance of title.

Any help in moving this process along would be appreciated. Thank you.

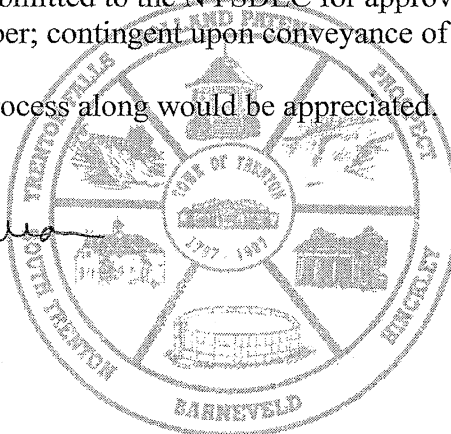
Sincerely,


Mark Scheidelman

Town Supervisor

Cc: Dave Wilcox

Anthony Picente



The Town of Trenton is an equal opportunity provider, and employer.

ONEIDA COUNTY DEPARTMENT OF FINANCE

PHONE: (315) 798-5754

DATE: 08/11/11

TO: SHARM BHAGWATI
 9244 NYS RTE 12
 PO BOX 305
 REMSEN NY

KUMAR RAJEEV
 13438-

=====

DELINQUENT NOTICE

DELINQUENT TAXES EXIST AGAINST THE PROPERTY LISTED BELOW. A 5% PENALTY WAS ADDED PURSUANT TO LAW AND INTEREST AT 10% PER YEAR IS ACCUMULATING AGAINST THE BALANCE DUE.

IN ORDER TO PROTECT YOUR INTEREST IN YOUR PROPERTY IT IS ESSENTIAL THAT YOU PAY THIS TOTAL. SHOULD TAX REMAIN UNPAID THIS PROPERTY WILL BE ADVERTISED AND THE COST ADDED TO THE AMOUNT DUE.

TOWN OF TRENTON

305889 159.000-1-16	RH	*	ASSESSMENT LAND:	30200
ACCOUNT #: 14370		*	ASSESSMENT TOTAL:	63200
SCHOOL CODE: 305201		*	PROPERTY CLASS:	486

PROPERTY LOCATION: 0 NYS RTE 12
 PROPERTY DESCRIPTION: MINI MART

=====

TX	:	TAX	:	CERT.	:	TAX PLUS	:	INTEREST	:	ADV.	:	TOTAL
YR	:	TYPE	:	NO.	:	PENALTY	:		:	FEE	:	DUE
99	:	COUNTY	:	003724:	:	2777.82	:	277.78	:	0.00	:	\$ 3055.60
00	:	COUNTY	:	003866:	:	2783.46	:	278.35	:	0.00	:	\$ 3061.81
01	:	COUNTY	:	003648:	:	2898.66	:	289.87	:	0.00	:	\$ 3188.53
02	:	COUNTY	:	003413:	:	3290.94	:	329.09	:	0.00	:	\$ 3620.03
03	:	COUNTY	:	003188:	:	3782.64	:	378.26	:	0.00	:	\$ 4160.90
04	:	COUNTY	:	002819:	:	4971.45	:	497.15	:	0.00	:	\$ 5468.60
05	:	COUNTY	:	002605:	:	5004.47	:	500.45	:	0.00	:	\$ 5504.92
06	:	COUNTY	:	002493:	:	5418.12	:	541.81	:	0.00	:	\$ 5959.93
07	:	COUNTY	:	002550:	:	5673.68	:	567.37	:	0.00	:	\$ 6241.05
08	:	COUNTY	:	002594:	:	5428.58	:	542.86	:	0.00	:	\$ 5971.44
09	:	COUNTY	:	002766:	:	5826.80	:	582.68	:	0.00	:	\$ 6409.48
10	:	COUNTY	:	002704:	:	5746.76	:	384.14	:	0.00	:	\$ 6130.90
11	:	COUNTY	:	:	:	3268.00	:	190.62	:	0.00	:	\$ 3458.62
						STUB SEARCH AND ADVERTISING FEE(S)						\$ 92.00

>>>>>>>>> TOTAL AMOUNT DUE IF PAID BY 08/31/11 = \$ 62323.81

MAKE CHECK PAYABLE TO:
 MAIL TO:

COMMISSIONER OF FINANCE
 800 PARK AVE.
 UTICA, NY 13501

FAILURE TO RECEIVE A TAX BILL DOES NOT WAIVE OBLIGATION TO PAY TAX OR PENALTY. PLEASE RETURN THIS NOTICE WITH CHECK OR MONEY ORDER. IF RETURN RECEIPT IS NEEDED, PLEASE INCLUDE SELF-ADDRESSED, STAMPED ENVELOPE.

> THE ORIGINAL TOWN AND COUNTY TAX FOR 2011 TOTALS ==> \$ 3111.38 <

Griffiss International Airport

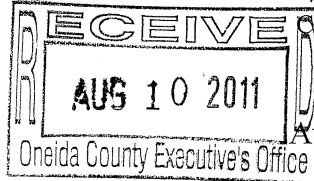


Oneida County Department of Aviation
592 Hangar Road, Suite 200
Rome, NY 13441

Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

W. VERNON GRAY, III
Commissioner of Aviation



FN 20 11 - 248

August 10, 2011

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

AIRPORT

WAYS & MEANS

Dear County Executive:

The Department of Aviation needs to do a transfer to account number .452, Automotive Repairs, for a transfer case for the RPM snow blower converter to a complete Oshkosh gear drive train. Parts are obsolete for the RPM snow blower and this will allow us to buy parts as needed. We need to have the new transfer case before the snow season begins.

I therefore request your Board's approval for the following 2011 transfer of funds:

TO:		
AA# A5620.452	Dept. of Aviation – Automotive Repairs	\$ 7,000
FROM:		
AA# A5620.495	Dept. of Aviation – Other Expenses	\$ 7,000

Respectfully submitted,

Vernon Gray
Vernon Gray
Aviation Commissioner

VG:dmn
Attach.
CC: County Attorney
Comptroller
Budget

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

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

Date 8/11/11

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 798-6467
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Supervisors
Thomas Brognano
Patrick Cady
Paula Mrzlikar

August 12, 2011

FN 20 11-249

PUBLIC SAFETY
WAYS & MEANS

RECEIVED
AUG 15 2011
BY: _____

Mr. Raymond Bara, Esq.
Oneida County Attorney's Office
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

Re: Approved BOCES Contract for Two Probation Officers

Dear Ray:

Enclosed you will find a Resolution approving this Contract through June 30, 2013. Every year the dollar amounts change and a new contract is enclosed for Tony's signature.

I have attached a new Contract Summary as I anticipate it has to go to the Board again along with a Budget and a County Executive letter.

Please forward to Tony's attention or the Board if need be.

Thank you.

Very truly yours,

DAVID TOMIDY
PROBATION DIRECTOR

DT:kas
Enclosures

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

Anthony J. Picente, Jr.
County Executive

Date 8/24/11

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.309

INTRODUCED BY: Messrs. Flisnik, Porter, Clancy
2ND BY: Mr. Wood

RE: APPROVAL OF AN AGREEMENT WITH THE ONEIDA COUNTY PROBATION
DEPARTMENT AND BOCES FOR THE SAFE SCHOOLS/HEALTHY STUDENTS PROGRAM

WHEREAS, This Board is in receipt of a Purchase of Service Agreement between the Oneida County Probation Department and BOCES to provide concentrated services designed to reduce negative behavior for at-risk students through the Rome Safe Schools/Healthy Students Project, and

WHEREAS, In accordance with Local Law #3 of 2001, said Agreement must be approved by the Oneida County Board of Legislators, now, therefore, be it hereby

RESOLVED, That the Oneida County Board of Legislators authorizes and approves a Purchase of Service Agreement between the Oneida County Probation Department and BOCES to provide concentrated services designed to reduce negative behavior for at-risk students through the Safe Schools/Healthy Students Project commencing September 7, 2010 and ending June 30, 2013.

APPROVED: Public Safety Committee (October 5, 2010)
Ways & Means Committee (October 13, 2010)

DATED: October 13, 2010

Adopted by the following v.v. vote:
AYES 28 NAYS 0 ABSENT 1 (Mr. Kernan)

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 798-6467
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Supervisors
Thomas Brognano
Patrick Cady
Paula Mrzlikar

August 12, 2011

Mr. Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue – 10th Floor
Utica, New York 13501

Re: Oneida-Herkimer-Madison BOCES
Safe Schools/Healthy Students Program

Dear Mr. Picente:

Enclosed is a Contract for the second year of our highly successful and well-respected program fully funded by the BOCES District. It continues to be Mr. Mettleman's intention to continue the program after Federal funding expires on June 30, 2013.

This collaborative venture has had a positive impact on school safety, students' behavior and achievement, and in reducing reliance on the Juvenile Justice System. We are quite proud of this innovative, preventive, and cost effective approach.

Your support of this and all of our initiatives continue to be most appreciated.

Thank you.

Very truly yours,

A handwritten signature in cursive script that reads "David Tomidy".

DAVID TOMIDY
PROBATION DIRECTOR

DT:kas
Enclosures

Oneida Co. Department: Probation

Competing Proposal _____
Only Respondent _____
Sole Source RFP X

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Oneida County Probation Department

Title of Activity or Service: Oneida Madison BOCES Safe Schools (IRT)

Proposed Dates of Operation: 9/7/10 to 06/30/2013

Client Population/Number to be served: 125 juveniles between the ages of 12 and 18

Narrative Description of Proposed Services: Provides school based probation services to designated Oneida County Schools in Oneida-Madison BOCES District to reduce PINS and Juvenile Delinquency actions in the Probation Department and Family Court. Backbone of project is the IRT (Initial Response Team) approach of identifying at risk youth early and providing school based and community preventive services, overseen by the Probation Department.

- 1) **Program/Service Objectives and Outcomes:** Reduce formal Family Court PINS filings. The Rome IRT project reduced filings from (60) in 2005-06 to (13) in 2006-07 and (9) in 2007-08 and (7) in 2008-09 which significantly reduced the incidence of costly residential placement at over \$100,000.00 p/youth p/yr.

The BOCES project will target outlying schools such as Remsen, Holland Patent, Whitesboro etc. that on their own could not support an IRT process.

- 2) **Program Design and Staffing:** Program employs (2) Probation Officers who will be assigned to (Mobil) IRT teams to cover the designated schools on a needs be basis based on numbers of PINS cases at each.

- 3) **Total Funding Requested:** (NONE) **Account #:** 3140

Federally funding @ 100% of program cost for (3) years. Second year \$86,699.36

Funding Recommendation: Oneida County does not have to supply any additional funding. Reimbursement from the school is used to offset the total cost of 3140 Office of Probation positions.

Cost Per Client Served: Based on an estimate of (125) clients served the reimbursement will be approximately \$432.00 p/client paid in full by the school district

Past Performance Data: based on the Rome model we anticipate at minimum an 85% reduction in new cases presented for formal PINS services by the county.

O.C. Department Staff Comments: Probation Department highly recommends approving the Probation department's partnership with Utica Schools as a cost effective method of reducing incidents of PINS behavior an in reducing county cost of formal programming and residential placement.

Juvenile Probation Officer

Agreement for Services

THIS AGREEMENT, made and entered into, by and between **Oneida County Probation Department**, an agency of the county of Oneida, New York (hereinafter called "Contractor") and the **Oneida-Herkimer-Madison Board of Cooperative Educational Services** (hereinafter called "OHM BOCES") **Safe Schools/Healthy Students Initiative**.

WHEREAS, OHM BOCES Safe Schools/Healthy Students Initiative has need for a more intensive and coordinated approach to creating a safe and secure setting for the educational process to take place in 11 of its component school districts and the BOCES. These districts are; Brookfield, Clinton, Holland Patent, New Hartford, New York Mills, Oriskany, Remsen, Sauquoit, Waterville, Westmoreland, and Whitesboro.

WHEREAS, OHM BOCES Safe Schools/Healthy Students Initiative desires to engage the services of two Juvenile Probation Officers to address early on truancy and incorrigibility issues through the Initial Response Team process within the school environment, and

WHEREAS, the Contractor is desirous to provide personnel to OHM BOCES Safe Schools/Healthy Students Initiative to be utilized as Juvenile Probation Officers at the times and places hereinafter indicated, and

WHEREAS, the parties agree that the responsibilities of the Juvenile Probation Officers are as follows:

- Evaluate matters for adjustment and perform supervision of persons in lieu of a formal PINS petition and court action;
- Assist school staff in identifying those youth that are at risk of formal PINS/JD Petitions;
- Coordinate with school staff or designee to develop an Initial Response Team (IRT) intervention protocol specific to the needs of the identified district(s);
- Facilitate referrals directly to the Probation Department that pose high risk and/or are not able to be adjusted through the IRT process;
- Assist in the coordination and scheduling of IRT meetings;
- Facilitate the family conference/IRT in conjunction with designated school staff and or the Safe Schools Healthy Students Coordinators assigned to the respective district;
- Monitor adherence to all written agreements resulting from the IRT process:
 - Interpreting conditions of the agreement
 - Supervising youth to ascertain compliance with the conditions set forth in the IRT agreement
 - Counsel and assist with problems relating to compliance
 - Assure the maintenance of lawful behavior at home, school and in the community

- Work directly with students identified in the school setting;
- Address any violations of the agreements accordingly;
- Prepare progress reports on persons under probation supervision;
- Establish and maintain contact with other social and law enforcement agencies and cooperate with them in matters of mutual interest;

NOW, THEREFORE, in exchange for the consideration hereinafter stated:

1. OHM BOCES Safe Schools/Healthy Students Initiative hereby agrees to secure the services of the Contractor and Contractor agrees to provide to OHM BOCES Safe Schools/Healthy Students Initiative the services of two full-time Juvenile Probation Officers who will serve the identified component districts from **Sept. 7, 2011 to June 30, 2012.**
 2. The Juvenile Probation Officers will wear the Contractor's department uniform as deemed necessary by the Contractor including sidearm in an authorized holster when appropriate.
 3. Whenever possible, the Contractor will provide substitute coverage when the designated officer(s) is absent.
 4. The designated Juvenile Probation Officer(s) and any substitute officers are not employees of OHM BOCES Safe Schools/Healthy Students Initiative as that term is commonly understood and, therefore, it is expressly understood that OHM BOCES is not directly responsible for any worker's compensation, disability or medical insurance coverage for said officer(s).
 5. Any investigations, arrests, interviews, or other matters that require additional time at the designated component districts over and above the agreed upon seven (7) hours per day per officer will be provided to OHM BOCES Safe Schools/Healthy Students Initiative at no additional charge by the Contractor.
 6. The parties agree that all information exchanged is considered confidential and protected under Federal and New York State Confidentiality Laws including FERPA, HIPPA, and issues pertaining to Alcohol and Substance Abuse.
-
7. The Contractor and any subsequent substitute(s) shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection from an HIV – related test.

The Contractor and any other substitute officers from Oneida County Probation Department 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 disclosure in violations of State Law and Regulations.

The Contractor and any substitute 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.”

8. It is understood by OHM BOCES Safe Schools/Healthy Students Initiative and the Contractor that the Oneida County Probation Department will retain tactical control of the officer(s). When the Juvenile Probation Officer(s) become aware of any illegal activity, he/she will then function as an Oneida County Probation Officer with respect to the action, investigation and prosecution of such illegal activity.
9. OHM BOCES Safe Schools/Healthy Students Initiative shall hold the Contractor and the designated Juvenile Probation Officer(s) harmless from any action, suit or claim that arises from the reasonable performance of assigned duties. OHM BOCES shall not be responsible for grossly negligent conduct, conduct performed outside the scope of assigned duties.
10. Notwithstanding any other provision of this Agreement, the Contractor shall comply with all New York State Laws, rules and regulations governing Child Abuse, Neglect and Maltreatment.
11. The parties agree that the Contractor shall be paid the sum of \$86,699.00 which will include compensation for the following; salaries, fringe, office supplies, equipment, and probation officer training. The rate of pay and fringe is paid at the currently negotiated employee contract for the Contractor’s department and may change upon any future signed employee contract upon OHM BOCES Safe Schools/Healthy Students Initiative receipt of statement of applicable salary and fringe charges. OHM BOCES agrees to pay the Contractor on a quarterly basis upon presentation of a Billing Statement, listing the Contract number, Contract name, and any attached date including the date and times worked by the Juvenile Probation Officer(s).
12. The parties agree that all records must be available for a period of four (4) years and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request.

13. This agreement contains all 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 any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.
14. This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate governing bodies where required.
15. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, OHM BOCES Safe Schools/Healthy Students Initiative and/or the Contractor shall have the option to immediately terminate this Agreement upon providing written notice to the other party. In such an event, OHM BOCES 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.
16. OHM BOCES Safe Schools/Healthy Students Initiative and the Contractor agree that this Agreement may be terminated upon thirty (30) days written notice to the other party at said party's designated address. In case of termination of said Agreement, OHM BOCES will be provided with all documents, notes memoranda and reports (if any) with respect to the Juvenile Probation Officer(s) service up to the effective termination date of said Agreement. The parties further agree that this Agreement expires on **June 30, 2012**, without notice. Any extension or renewal of said Agreement shall be authorized by the BOCES Cooperative Board.

OHM BOCES

By: OHM BOCES Administrative Designee

Date

Contractor

By: Oneida County Probation Dept.


Date

Contractor

By: Anthony J. Picente Jr.
Oneida County Executive

Date

Approved as to Form Only
Assistant County Attorney

By: 
Raymond F. Bara
Assistant County Attorney



Office of the Sheriff

County of Oneida

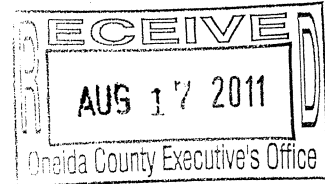
Robert M. Maciol, Sheriff

Robert S. Swenszkowski, Undersheriff

Jonathan G. Owens, Chief Deputy

Gabrielle O. Liddy, Chief Deputy

FN 20 11 250



August 15, 2011

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

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente,

I am requesting a transfer of funds from the Board of Legislators to cover the costs of gasoline for the remainder of 2011.

<u>Transfer from Expense Account</u>	<u>Amount</u>	<u>Transfer to Expense Account</u>	<u>Amount</u>
A3115.103 Civil- Overtime	\$10,000	A3110.456 Gasoline	\$120,000
A3120.101 Law Enforcement Salaries	20,000	A3120.456 Gas and Oil	2,000
A3120.103 Law Enforcement Overtime	10,000		
A3150.101 Jail- Salaries	82,000		
Total:	\$122,000		\$122,000

If I can be of further assistance, please feel free to contact me. Thank you for your cooperation.

Sincerely,

Robert M. Maciol,
Sheriff

Cc: Tom Keeler, Budget Director

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

Anthony J. Picente, Jr.
County Executive

Date 8/24/11

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

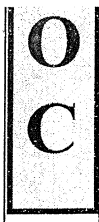
Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

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

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

ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



EMERGENCY MANAGEMENT Kevin W. Revere – Director

120 Base Rd * Oriskany, NY 13424 (315) 765-2526 * Fax (315) 765-2529

FN 20 11-251

Aug 1, 2011

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

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente:

Oneida County Emergency Services has requested an extension to the FY 2008 Homeland Security Grant by one year to August 31st 2012. An amended contract is necessary for Homeland Security approval. The grant is in the amount of \$299,250 and is being used to fund on going projects. The request for the extension is necessary to complete those projects.

Please seek the Oneida County Board of Legislators approval for the amended contract.

There will be no county funds utilized to support this effort. I am available at any time to further discuss this grant should you have any questions.

Sincerely,

Kevin W. Revere
Director

- CC: T. Keeler, Budget
- L. Dillon, County Attorney
- J. Timpano, Audit and Control

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

Anthony J. Picente, Jr.
County Executive

Date 8/24/11

Oneida Co. Department Emergency Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Division of Homeland Security and Emergency Services

Title of Activity or Services: Homeland Security Grant – SH 09-1075 D01 C835080

Proposed Dates of Operations: 09/01/08 to 8/31/12

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

Homeland Security effort in Oneida County.

2). Program/Service Objectives and Outcomes

Primary objective is to provide protection to the residents of Oneida County.

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

Total Funding Requested: NONE

Oneida County Dept. Funding Recommendation: Homeland Security Efforts

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

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments:

Oneida Co. Department Emergency Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Division of Homeland Security and Emergency Services

Title of Activity or Services: Homeland Security Grant – SH 09-1075 D01 C835080

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Past performance Served: N/A

O.C. Department Staff Comments:

ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



EMERGENCY MANAGEMENT Kevin W. Revere – Director
120 Base Rd * Oriskany, NY 13424 (315) 765-2526 * Fax (315) 765-2529

Aug 1, 2011

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

Dear Mr. Picente:

Oneida County Emergency Services has requested an extension to the FY 2008 Homeland Security Grant by one year to August 31st 2012. An amended contract is necessary for Homeland Security approval. The grant is in the amount of \$299,250 and is being used to fund on going projects. The request for the extension is necessary to complete those projects.

Please seek the Oneida County Board of Legislators approval for the amended contract.

There will be no county funds utilized to support this effort. I am available at any time to further discuss this grant should you have any questions.

Sincerely,

Kevin W. Revere
Director

CC: T. Keeler, Budget
L. Dillon, County Attorney
J. Timpano, Audit and Control

Please attach (6) six signed, notarized originals of this form to the Budget Amendment/Grant Extension (DHSES-55)
Please note: Each original signature requires an original notary.

APPENDIX X

Agency Code: 01077

Contract No.: **C835080**
Period: **09/01/08 – 08/31/2012**
Funding Amount for Period: **\$299,250.00**

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Homeland Security and Emergency Services, having its principal office at 1220 Washington Ave, State Office Campus, Building 7A, Suite 610, Albany, NY 12242 (hereinafter referred to as the STATE), and Oneida County (hereinafter referred to as the GRANTEE/CONTRACTOR), for modification of Contract Number **C835080**, as amended in attached: **DHSES-55**

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

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

GRANTEE SIGNATURE:

By: _____ Date: _____
Name: Hon. Anthony J. Picente Jr.
Title: Oneida County Executive

State of New York)
)ss.
County of _____)

On this ____ day of _____, 20____, before me personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____, that (s)he is the _____ of the _____, the Grantee described in and which executed the foregoing instrument; that it was so executed by the authority of the Grantee, and that (s)he signed his/her name thereto by like order.

(Notary)

STATE AGENCY SIGNATURE:

By: _____ Date: _____
Michele R. Wahrlich, Contracts Manager

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

STATE COMPTROLLER'S SIGNATURE:

Approved As To Form
ONEIDA COUNTY ATTORNEY
By

<u>STATE AGENCY:</u> New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Albany, NY 12242		NYS COMPTROLLER'S NUMBER: C835080 (Contract Number)
<u>GRANTEE/CONTRACTOR: (Name & Address)</u> Oneida County 800 Park Avenue Utica, NY 13501		ORIGINATING AGENCY CODE: 01077 <u>TYPE OF PROGRAM(S):</u> WM2008 SHSP CFDA# 97.067 <u>OHS NUMBER(S):</u> WM08835080
<u>FEDERAL TAX IDENTIFICATION NO.:</u> 15-6000460	<u>MUNICIPALITY NO. (if applicable):</u> 300100000 000	<u>INITIAL CONTRACT PERIOD:</u> FROM: 09/01/2008 TO: 08/31/2011 <u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$ 299,250
<u>STATUS:</u> Contractor is not a sectarian entity. Contractor is not a not-for-profit organization		<u>MULTI-YEAR TERM (if applicable):</u> FROM: TO:

<u>CHARTIES REGISTRATION NO.:</u> Contractor has _____ / has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. If 'Exempt' is entered above, reason for exemption: _____	<u>APPENDICES ATTACHED AND PART OF THIS AGREEMENT</u>	
	<input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A-1 Agency-Specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions <input type="checkbox"/> APPENDIX X Modification of Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods <input type="checkbox"/> OHS-55 Budget Amendment/Grant Extension Request <input type="checkbox"/> Other -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates indicated below.

NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

By: Ward Sheppard Date: 6 Oct 10
 F. David Sheppard, Acting Assistant Director

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

GRANTEE:
 By: Anthony J Picenti Date: 9/17/10
 Hon. Anthony J Picenti, County Executive

STATE OF NEW YORK
 County of Oneida

On this 17 day of Sept, 2010, before me personally came Anthony J. Picenti, to me known, who being duly sworn, did depose and say that (s)he resides in Utica, NY, that (s)he is the County Executive of the County of Oneida, the Grantee described in and which executed the foregoing instrument, that it was so executed by the authority of the Grantee, and that (s)he signed his/her name hereto by like order.

(Notary) [Signature]
APPROVED AS TO FORM
ATTORNEY GENERAL

ATTORNEY GENERAL'S SIGNATURE
[Signature]
 Title: _____
 Date: _____
OCT 19 2010
Laurence I. Remo
 LORRAINE I. REMO
 ASSOCIATE ATTORNEY

APPROVED:
 THOMAS P. DINAPOLE,
 STATE COMPTROLLER
 By: [Signature]
 Date: _____

APPROVED
DEPT. OF AUDIT & CONTROL
NOV 03 2010
FOR THE STATE COMPTROLLER

JURI A. SWIN
 Notary Public
 No. 4950669

County of Oneida, State of N.Y.
 My Commission Expires May 24



New York State
Division of Homeland Security and
Emergency Services

JAMES M. SHERRY
EXECUTIVE DEPUTY
COMMISSIONER & DIRECTOR,
OFFICE OF COUNTER TERRORISM

August 3, 2010

RECEIVED

AUG 09 2010

Oneida County
Emergency Services

Kevin Revere
Director
Oneida County Emergency Services
120 Base Road
Utica, NY 13502

Dear Mr. Revere:

Enclosed, please find a contract and five (5) additional signature pages for the FY08 State Homeland Security Program contract between the Division of Homeland Security and Emergency Services (DHSES) and Oneida County.

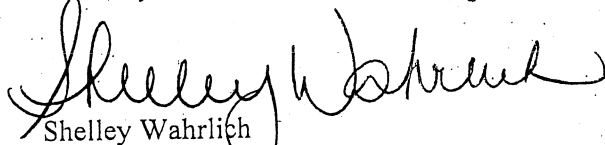
In addition to several changes to both Appendix A-1 and Appendix C, the contract now includes the State mandated provisions requiring that all payments and disbursements be made in electronic format only. As part of statewide cost-saving measures, all New York State contracts entered into after February 28, 2010 now require all grantees and vendors to sign up with the Office of State Comptroller (OSC) to receive electronic payments in lieu of paper checks, if they have not done so already. Information on how to enroll for electronic payments can be found on the OSC website at www.osc.state.ny.us/epay/index.htm.

Please review the full contract and, if your organization accepts the terms of the agreement, have the contract and the five (5) additional signature pages signed and notarized on the signature line. The complete package, including all six (6) originally signed and notarized contract signature pages, must be returned to this office no later than August 17, 2010. This grant award agreement does not constitute a formal contract between your organization and DHSES until approved by this agency and/or executed by OSC and the Attorney General's Office. A contract for awards greater than \$50,000 must be reviewed and approved by OSC and, therefore, will be stamped by OSC. Contracts for awards that are less than \$50,000 do not need to be processed by OSC and, therefore, will not be stamped by OSC.

You are obligated to account for the expenditure of these funds in a timely manner and on the prescribed forms. Expenditures must be made in accordance with the guidelines of this grant program and as stated in the program workplan and budgeted for in the contract budget.

If you have any questions or require further assistance, please contact me at (518) 485-7241. Thank you for your continued cooperation.

Sincerely,


Shelley Wahrlich
Contracts Manager

Enclosures

cc: Sue Bub, Program Representative

1220 Washington Avenue, State Office Building Campus
Building 7A
ALBANY, NY 12226

Please return to:
 NYS Division of Homeland Security and Emergency Services
 State Office Building Campus - Bldg. 7A
 1220 Washington Avenue, Suite 610
 Albany, NY 12242

FEDERAL FUNDS

STATE FUNDS

BUDGET AMENDMENT/GRANT EXTENSION

1. GRANTEE: Oneida County 2. COUNTY Oneida 3. CONTRACT NUMBER: C835080

4. IMPLEMENTING AGENCY: Oneida Co Emergency Svcs 5. DHSES NUMBER: WM08835080

6. TYPE OF REQUEST: BUDGET REALLOCATION BUDGET INCREASE BUDGET DECREASE GRANT EXTENSION START DATE WORK PLAN

7. PROJECT TITLE: FY08 State Homeland Security Program 8. DATE OF REQUEST: July 29, 2011

9. DATE OF LAST APPROVED REQUEST: 09/10/10 TO 08/31/11 10. CONTRACT DURATION 09/10/10 TO 08/31/11 11. REQUESTED TERMINATION DATE 8/31/2012

12. REQUESTED BUDGET AMENDMENT 11a. REQUESTED NEW START DATE

CATEGORY	A. APPROVED PROJECT BUDGET		* B. PROPOSED TRANSFER		C. REQUESTED OPERATING BUDGET	
	STATE/FEDERAL	CASH/OTHER MATCH	STATE/FEDERAL	CASH/OTHER MATCH	STATE/FEDERAL	CASH/OTHER MATCH
A. PERSONNEL						
B. FRINGE BENEFITS						
C. CONSULTANTS	\$81,775.00				\$81,775.00	
D. EQUIPMENT	\$217,475.00				\$217,475.00	
E. SUPPLIES						
F. TRAVEL						
G. RENT						
H. ALT & RENOVATIONS						
I. ALL OTHER						
TOTAL	\$299,250.00	\$0.00	\$0.00	\$0.00	\$299,250.00	\$0.00

13. AMENDMENT JUSTIFICATION (attach additional sheets if necessary): Requesting extension as program is yet completed due to ongoing project delays. Delays have resolved and the project is moving forward. Expenditures reported to date total \$ 0.00.

14. This document is submitted as a request to modify current contract: _____

Grantee Signature

OHS USE ONLY

X APPROVED _____ DENIED _____ APPROVED WITH CONDITIONS (SEE ATTACHED) _____ APPROVED _____ DENIED _____ APPROVED WITH CONDITIONS (SEE ATTACHED)

Program Title Beverly Riley, Contract Program Representative Fiscal Title _____

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).
9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

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

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

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

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

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

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

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

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

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

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

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

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

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

APPENDIX A-1
New York State Division of Homeland Security and Emergency Services
AGENCY-SPECIFIC CLAUSES

A. GENERAL TERMS AND CONDITIONS

1. This contract (Agreement) is hereby made by and between the Division of Homeland Security and Emergency Services (DHSES), on behalf of the State of New York (State) and the Grantee.
 2. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of this Agreement.
 3. This Agreement incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.
 4. Funding for the entire Agreement Period shall not exceed the funding amount specified as "Funding Amount for the Initial Period" on the face page hereof.
 5. The period of this Agreement shall be as specified on the face page hereof. Should funding become unavailable, this Agreement may be suspended until funding becomes available. In such event DHSES shall notify the Grantee immediately of learning of such unavailability of funds, however, any such suspension shall not be deemed to extend the term of this Agreement beyond the end date specified on the face page hereof.
 6. To modify the Agreement, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Agreement:
 7. The Grantee must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Agreement, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.
 8. If the Grantee enters into subcontracts for the performance of work pursuant to this Agreement, the Grantee shall take full responsibility for the acts and omissions of its sub-grantees. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between the sub-grantee and neither DHSES nor the State of New York.
 9. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by both the Offices of the NYS Attorney General and State Comptroller. If this Agreement is \$15,000 or less, it shall not take effect until it is executed by both parties.
- If this Agreement ranges in dollar amount from \$15,000.01 to \$50,000, execution is contingent upon the appropriation. If the Agreement utilizes funds appropriated *prior to*

is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

5. The Grantee shall meet all audit requirements of the federal government and State of New York.
6. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.
7. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/agencies/travel/travel.htm>.
8. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.
 - a) Unless a special condition applies to this Agreement, the rate for consultant services shall be reasonable and consistent with the amount paid for similar services in the marketplace. Time and effort reports are required for consultants.
 - b) Grantee must adhere to the following guidelines at a minimum when obtaining consultant services.
 - i. Consultant services that cost up to \$15,000 may be obtained by proving reasonableness of price. One method of proving reasonableness of price is to obtain three quotations from responsible vendors, on the vendor's letterhead. A description of the selection process must be maintained, as well as a record of the quotations.
 - ii. Consultant services that cost over \$15,000 up to \$50,000 may be obtained by advertising the opportunity in a reasonable manner and in an appropriate venue for a reasonable period of time. Reasonableness of price must be proven; obtaining three quotations as in (i.) above may be used. A record

be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

11. The Grantee further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows:

“Purchased with funds provided by the U.S. Department of Homeland Security.”

12. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

a) Grantee must also make all procurements as noted below:

- i. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
- ii. A Grantee purchasing any single piece of equipment, single service or multiples of each that cost up to \$15,000 may do so by proving reasonableness of price. One method of proving reasonableness of price is to obtain three quotations from responsible vendors, on the vendor's letterhead. A description of the selection process must be maintained, as well as a record of the quotations.
- iii. Goods or services or multiples of each that have an aggregate cost between \$15,000 up to \$50,000 may be obtained by advertising the opportunity in a reasonable manner and in an appropriate venue for a reasonable period of time. Reasonableness of price must be proven; obtaining three quotations as in (ii) above may be used. A record must be maintained of the advertisement, the quotations, and the selection process.
- iv. A Grantee expending over \$50,000 must use a formal competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide the goods or services; equal provision of the information to all interested parties; reasonable deadlines; establishment of the methodology for evaluating bids before the bids are opened; sealed bids opened at one time before a committee who will certify the process; and maintenance of a record of the competitive procurement process.
- v. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined

2. Grantee agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.
3. This Agreement may be subject to fiscal audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.
4. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded as proposed.
5. If this Agreement makes provisions for the Grantee to sub-grant funds to other recipients, the Grantee agrees that all sub-grantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any sub-grantee as if it were its own.
6. The Grantee agrees that all sub-grantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:
 - Activities to be performed;
 - Time schedule;
 - Project policies;
 - Other policies and procedures to be followed;
 - Dollar limitation of the Agreement;
 - Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement;
 - Applicable federal and/or State cost principles to be used in determining allowable costs; and
 - Property Records or Equipment Inventory Reports.
7. The Grantee will not be reimbursed for sub-granted funds unless all expenditures by a sub-grantee are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the Budget set forth in Appendix B.

D. PROPERTY

1. Any equipment, furniture or supplies or other property purchased pursuant to this Agreement is deemed to be the property of the State, except as may otherwise be governed by federal or

3. The Grantee shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Grantee to become familiar with and comply with all terms and conditions associated with acceptance of funds.
4. The Grantee must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Grantee, sub-recipient or collaborative agency/organization. The Grantee must maintain specific documentation as support for project related personal service expenditures as this Agreement is supported by federal funds. Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations, and program guidance. Failure to do so may result in disallowance of costs.
5. In accordance with federal requirements, a Grantee that receives during its fiscal year \$500,000 or more of federal funds from all sources, including this Agreement, must agree to have an independent audit of such federal funds conducted in accordance with the federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year.
6. The Grantee must provide one copy of such audit report to DHSES within nine months of the end of its fiscal year, or communicate in writing to DHSES that Grantee is exempt from such requirement.
7. Program income earned by the Grantee during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.
8. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.
 - a) If DHSES shares its right to copyright such work with the Grantee, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases

- a) Upon approval by the NYS Office of State Comptroller, the term of this Agreement may be extended in conjunction with the extension of the federal grant award from which this Agreement is funded, not to exceed a term of five years from the initial start date.
 - b) Upon approval by the NYS Office of State Comptroller, the amount of this Agreement may be increased provided the funds are used in accordance with the guidelines associated with this Agreement grant application kit, as outlined in Appendix D, and the scope of work has not substantially changed.
 - c) This Agreement may be terminated at any time upon mutual written consent of DHSES and the Grantee.
 - d) DHSES may decrease the level of funding or terminate the Agreement immediately, upon written notice of termination to the Grantee, if the Grantee fails to comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement.
 - e) This Agreement may be terminated for convenience upon thirty (30) days' notice to the Grantee.
3. DHSES reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DHSES or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely.
- i. DHSES shall provide the Grantee with written notice of noncompliance.
 - ii. Upon the Grantee's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement.
 - iii. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with these terms.
4. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
- (a) via certified or registered United States mail, return receipt requested;
 - (b) by facsimile transmission;
 - (c) by personal delivery;
 - (d) by expedited delivery service; or
 - (e) by e-mail.
5. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

project manager must have access to these original records. Such fiscal records must readily identify the associated project.

J. INDEMNIFICATION

1. The Grantee 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 Grantee or its sub-grantees pursuant to this Agreement. The Grantee shall indemnify and hold harmless the State of New York and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this Agreement.
2. The Grantee is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the State nor make any claim, demand or application to, or for, any right based upon any different status.

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Grantee. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
 - Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
 - Written documentation of all required DHSES approvals, as appropriate
2. Grantee shall provide complete and accurate vouchers to the Agency in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.
 3. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Grantee must also refund all unexpended advances and any interest earned on the advanced funds. Property Records or Equipment Inventory Reports as defined in Appendix A-1, Paragraph 12, must be available at the conclusion of the grant contract period and submitted to DHSES upon request.
 4. If at the end of this contract there remain any monies (advanced or interest earned on the advanced funds) associated with this contract in the possession of the Grantee, the Grantee shall submit a check or money order for that amount payable to the order of the **New York State Division of Homeland Security and Emergency Services**. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus – Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

9. The Grantee will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter	Report Due
January 1 - March 31	April 30
April 1 - June 30	July 30
July 1 - September 30	October 30
October 1 - December 31	January 30

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

Appendix D - Program Workplan and Special Conditions

Funds must be used in accordance with the guidelines set forth in the FY 2008 Homeland Security Grant Program (HSGP) application kit. All planning, training and CBRNE exercises and/or equipment purchased with FY 2008 HSGP funds must support the prevention, response and/or recovery goals set forth in New York State's Homeland Security Strategy represented by the list of priorities included in the grant applications and approved investment justifications.

Designated Urban Areas under the Urban Areas Security Initiative (UASI) program must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down FY 2008 UASI funding. The document must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

Documents Required to be Kept on File

Recipient shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to the NYS Division of Homeland Security and Emergency Services (DHSES) upon request.

Equipment Purchases

Equipment purchased with grant funds must fall within the allowable equipment categories for the FY 2008 HSGP as listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB) (<https://www.rkb.us>). It is the responsibility of the grantee to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through the NYS Division of Homeland Security and Emergency Services (DHSES), for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using FY 2008 HSGP funds. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and that the use of APCO P-25 compliant equipment is a recommended technology to achieve emergency interoperable communications.

Training & Exercise Related Activities

Any non-DHS approved training courses to be supported by this award must be submitted to DHS, through the NYS Division of Homeland Security and Emergency Services (DHSES), for certification. Any exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). An After-Action Report/Improvement Plan (AAR/IP) will be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of completion of the exercise.

Law Enforcement Requirements

Law enforcement agencies that receive grant funding from DHSES must agree to participate in the New York State Intelligence Center (NYSIC) or the New York/New Jersey Regional Intelligence Center (NY/NJ RIC), as appropriate and set forth below:

- 1) The agency shall, after required Terrorist Screening Center notification, immediately notify the NYSIC at the conclusion of any positive Violent Gang and Terrorist File (VGTOF) watchlist encounter.
- 2) The agency shall participate in the NYSIC Field Intelligence Officer (FIO) Program and designate a primary and secondary FIO.

EHP Requirements

Recipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

Operation SPIDER/RED Cell Team Exercises

To satisfy the programmatic reporting requirements for Operation SPIDER/Red Team Exercises, recipient is required to submit a program progress report per Operation/Red Team Exercise to DHSES. This report is due

Appendix B - Budget

Contract Period: 09/01/2008 - 08/31/2011

GRANT AMOUNT

Oneida County
SH09-1075-D01

C835080

Consultant Services			
Consultant Services (Accreditation Plan)			46,800.00
Consultant Services to Update County Comprehensive Emergency Response, Hazardous Materials Incident Response and Mass Disaster Response Coordination Plans			34,975.00
			81,775.00
Equipment			
Computer Hardware			21,618.00
Data Exchange System			161,325.00
Mobile Data Computers			34,532.00
			217,475.00
		Budget Total	299,250.00
		Contract Total	299,250.00
		County Total	299,250.00

	Total	
Consultant Services	81,775.00	
Equipment	217,475.00	
Total	299,250.00	

	Total	
Consultant Services	81,775.00	
Equipment	217,475.00	
Total	299,250.00	

Appendix D - Program Workplan

This Program will be implemented by: **Oneida County Emergency Services**

Project Goal: Prevent terrorist attacks; Respond to terrorist attacks; Minimize the danger and recover from terrorist attacks.

Objective # 1

To enhance plans, procedures, and protocols.

Task # 1

Conduct allowable planning activities to examine current response plans and emergency services accreditation, evaluate them, and facilitate the updating of the County Comprehensive Emergency Response, Hazardous Materials Incident Response and Mass Disaster Response Coordination Plans at local, county and state levels.

Performance Measure # 1

Planning activities conducted. Provide brief narrative reporting planning activities completed and describe how the project enhanced the jurisdiction's plans, procedures, and protocols.

Objective # 2

To enhance interoperable communications system.

Task # 1

Purchase information technology (IT) equipment to provide backup communication for the Emergency Communications Center and improve communication capabilities with local, State and Federal law enforcement agencies. Train appropriate personnel in the proper use of the equipment and place the equipment in service.

Performance Measure # 1

Identify equipment ordered and received. Provide brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced communication capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, include deployment plans as appropriate.

Objective # 3

Enhance capabilities to respond to all-hazards events.

Task # 1

Provide the County's Emergency Communications Center with a Data Exchange System to facilitate the exchange and interoperability of data between first responders. Train appropriate personnel in the proper use of the equipment and place the equipment in service.

Performance Measure # 1

Identify equipment ordered and received. Provide brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced preparedness and response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, include deployment plans as appropriate.

Project #: SH09-1075-D00 SHSP Project Status: Pending Signatures

Participant: Oneida County

Project

Home
Open
Locked

General	Participants	Work Plan	Budget	Funding Allocation	Questions	Acceptance
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Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budget for the Grantee agency. For consortia, you may enter budgets by individual implementing agency. Once you have finished your Budget, please answer program Specific Questions on the Questions tab (if applicable).

[Go to](#)

Attachment **Budget Summary**

Progress
Site
Review
Financial
Property

Participant	Grant Funds	Matching Funds	Total
Oneida County	\$0.00	\$0.00	\$0.00
Oneida County Emergency Services	\$299,250.00	\$0.00	\$299,250.00
Total	100.00%	0.00%	\$299,250.00

Advance Request Amount (If not requesting an advance, please skip) \$

[Reports](#)
Application
Deficiency
Contract
Award

Advance Request Justification (200 character limit)

Help
Logout

Budget Summary by Participant
Oneida County

Login ID:
krevere

Oneida County Emergency Services
Version 1 - Edit (Click here to add more lines to budget categories)

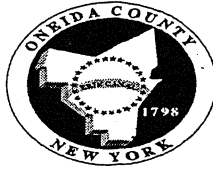
2.2.6

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Procure Consultant Services to Update County Compr...	1	\$75,000.00	\$75,000.00	\$75,000.00	\$0.00	no
Total				\$75,000.00	\$75,000.00	\$0.00	

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Data Exchange System	1	\$154,250.00	\$154,250.00	\$154,250.00	\$0.00	no
2	Mobile Radios (and related accessories)	1	\$70,000.00	\$70,000.00	\$70,000.00	\$0.00	no
Total				\$224,250.00	\$224,250.00	\$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$299,250.00	\$299,250.00	\$0.00

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

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

August 17, 2011

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

FN 20 11 - 252

HUMAN RESOURCES

WAYS & MEANS

Dear Mr. Picente:

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

Enclosed is a Purchase of Services Agreement with The House of the Good Shepherd for the operation of Supervision and Treatment Services for Juveniles Program.

This Agreement will allow The House of the Good Shepherd to work with adjudicated juvenile delinquents to divert youth from placement in Detention.

The budget for this program is \$ 140,000 for the period August 1, 2011 through March 31, 2012. There is no local share to support this effort.

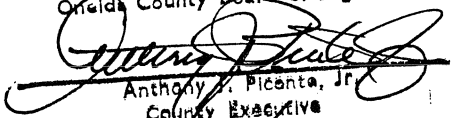
I respectfully request that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 8/24/11

8/17/11
12909

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: The House of the Good Shepherd
1550 Champlain Avenue
Utica, New York 13502

Title of Activity or Services: Supervision and Treatment Services for Juveniles Program

Proposed Dates of Operations: 8/1/11 – 3/31/12

Client Population/Number to be Served: Youth who are at risk; alleged or adjudicated juvenile delinquents (JD's); youth alleged or adjudicated to be persons in need of supervision (PINS); and youth alleged to be or convicted as juvenile offenders (JO's) in order to divert these youth from detention or residential care.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Below is outlined the components of the Program:

- Staff designated to this program will develop a close relationship to the Probation Department in order to collaborate on determining the best plan for each individual child; possibly including co-location.
- The success of these youth can often be impacted by a connection with just one positive adult role model. Staff will be committed to attempting to make this positive connection.
- Enhanced services are necessary for the families; we know these cases are not isolated to the individual, but are often a result of circumstances in the family unit; staff will assess the family situation, and provide more support and referral for the families.
- An increased focus will be on addressing our cultural competence by utilizing agencies which provides interpretive services, as well as understanding and training on cultural differences that impact these children and their families.
- Administer the newly developed and required risk assessment instrument to all identified youth.
- Tracking will be developed in conjunction with Utica Safe School; Underground Café which provides a variety of activities for teenagers during evening hours. They are able to offer tracking to establish attendance and length of stay for identified individuals. This will also allow staff the opportunity to visit with families while the kids are not home.

- Specialized foster care homes will be utilized on a limited basis to offer an alternative to detention for those children who can't return immediately to their own homes for safety or other reasons.
- Mediation program through contracted agency which will be utilized in this program.
- One of the program staff will attend CAP meetings; referrals will be made from DSS, probation and CAP.
- Staff will connect youth and families in long term services transitioning out of program and ensuring the maintenance of stability that was provided.
- Staff will work non-traditional hours in order to be available when needed most.
- Contracted agency's subscription to the Sanctuary Model provides an organizational model designed to implement the principals and practices of trauma-informed care.
- Contracted agency follows the evidence based multi-systemic therapy model; focusing on interventions at home, school and in the community.
- Contracted agency will align with the basic principles of restorative justice which address accountability with empathy and responsibility, personal transformation, recognition and enhancement of personal competencies, and the least restrictive community setting
This Contract allows for diverting placement of youth into Non-Secure Detention. This program allows for the placement of youth into a foster family care setting rather than the Non-Secure Detention facility which increases the number of locally available beds which minimize out of county or out of state placements for Non-Secure Detention due to lack of beds.

2). Program/Service Objectives and Outcomes -

Performance Outcomes for the Supervision and Treatment Services for Juveniles Program

- Anticipated reduction in detention or residential placements of between 75-85% for youth participation in this program are expected.
- Positive outcomes for the youth participating in the services and programs will be tracked and include
 - Improved parenting skills and family relations – demonstrated through a self evaluation and staff evaluation at admission and discharge
 - Improved network of supports
 - Success in educational/vocational setting – demonstrated by attendance, grades and course completion
 - Youth involved in positive social and peer activities
 - CANS or CAFAS will be administered at enrolment and discharge as a measurement tool
 - Youth will not re-enter the system for one year
 - No AWOLs/curfew violations while enrolled in the program
 - No school suspensions while enrolled in the program

3). Program Design and Staffing Level -

1 Part-time Program Supervisor
 2 Full-time Diversion Case Workers
 1 Part-time Support Staff

Total Funding Requested: \$ 140,000

Oneida County Dept. Funding Recommendation: Account #: A6070.49551

Mandated or Non-mandated: Non-mandated Preventive

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

Federal	0 %	\$	0
State	100 %	\$	140,000
County	0 %	\$	0

Cost Per Client Served:

Past performance Served: This is the first year for this program with the House of the Good Shepherd. The funding is 100 % state reimbursable to the county in the amount of \$ 140,000.

O.C. Department Staff Comments: This Contract was sent out for RFP and the Department received two responses to provide this program and The House of the Good Shepherd was awarded the contract.

PURCHASE OF SERVICES AGREEMENT

THIS IS AN AGREEMENT, by and between the ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES (hereinafter called the DEPARTMENT) having its principal office at 800 Park Avenue, Utica, NY 13501 and THE HOUSE OF THE GOOD SHEPHERD 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 1550 CHAMPLIN AVENUE, UTICA, NY 13502 (hereinafter called the Contractor).

WITNESSETH:

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

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

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

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 seg of the Social Services Law and 18 NYCRR Parts 405 and 423, and

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

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

SECTION I DEFINITIONS

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

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

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

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

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

(4) Casework contacts is defined as :

(i). Individual or group face-to-face counseling sessions between the case planner and the child and/or the child's parents, relatives or guardians constitutes preventive services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action

agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.

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

(5). Clinical services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a 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 Section 425.1 shall mean a program offering a combination of services including at least: social services, psychiatric, psychological, education and/or vocational services and health supervision and also including, as appropriate, recreational and transportation services, for at least 3 but 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 Section 320.9(c)(6). Family may also include a child who does not live with his parents and needs services to prevent return to foster care.

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

(12). Home management services as defined in the Consolidated Services Plan 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 August 1, 2011 through March 31, 2012 (maximum of 12 months) and may be renewed in writing from renegotiations agreeable to each party, and completed prior to the end of the term of this Agreement. The parties hereto are under no obligation to renew this Agreement or to purchase or provide services, in whole or in part, after herein provided. Either party should give notice in writing of its intention not to renew the Agreement at least six months prior to the expiration of this Agreement.

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

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

SECTION III SCOPE OF SERVICES

(19). It is mutually agreed between the DEPARTMENT and the CONTRACTOR that the CONTRACTOR shall furnish 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-d of the Social Services Law which requires all social services districts which purchase preventive services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

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

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

(27). The CONTRACTOR will review and discuss the service plan with the DEPARTMENT, Any changes in the plan or significant deviation therefrom, shall be submitted in

a revised plan to the DEPARTMENT prior to the proposed implementation of the change. The CONTRACTOR shall implement the change upon receipt of written approval by the DEPARTMENT.

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

SECTION IV FAIR HEARINGS

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

SECTION V REIMBURSEMENT AND SERVICE FEES

(30). The DEPARTMENT shall reimburse the CONTRACTOR for provision of preventive services in accordance with the claiming procedures and prescribed schedule of fees, if applicable as set forth in Appendix 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 HOUSE OF THE GOOD SHEPHERD,
1550 CHAMPLIN AVENUE, UTICA, NEW YORK 13502

and agrees to provide the DEPARTMENT written notification of the location(s) of any additional support services that are provided in conjunction with the child service plan, outside of the aforementioned address(s).

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

SECTION VII BOOKS, RECORDS AND REPORTS

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

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

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

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

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

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

(41). The CONTRACTOR agrees to retain all books, records and other documents relevant to this AGREEMENT for six (6) years after final payment for services to which they relate, during

which time authorized County, State and/or Federal auditors shall have access to and the right to examine the same.

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

SECTION VIII ACCOUNTABILITY

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

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

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

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

(47). The CONTRACTOR shall not make any subcontract for the performance of this AGREEMENT without prior written approval of the DEPARTMENT. The assignment of this AGREEMENT, in whole or in part, or of any money due or to become due under this AGREEMENT shall be void. It should also be noted that where subcontractors are permitted they are subject to Federal and State requirements governing purchase of services contracts and the CONTRACTOR is responsible for the performance of any subcontractor.

(48). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the CONTRACTOR'S performance of the Services defined in Section 1. The CONTRACTOR further covenants that in the performance of this AGREEMENT no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the CONTRACTOR are annexed to this AGREEMENT.

SECTION IX COMPLIANCE WITH LAW

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

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

SECTION X TERMINATION OF AGREEMENT

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

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

(53). In addition to the termination provisions set forth in paragraph 51 supra, the DEPARTMENT shall have the right to terminate this AGREEMENT in whole or in part, if at any time CONTRACTOR has failed to comply with any Federal, State or local health, safety or fire

code regulations; or in the event that any license, approval or certification of the CONTRACTOR, required by Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and CONTRACTOR fails to secure it during the term of this AGREEMENT.

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

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

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

SECTION XI

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

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

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

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

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

(61). The CONTRACTOR warrants that it is not in arrears to the COUNTY upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

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

Date: _____
Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____
Oneida County Attorney

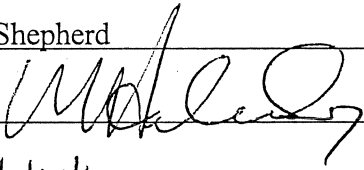
Date: _____

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

Date: 8/12/11

Agency: House of the Good Shepherd

Authorized Signature: _____



Print Authorized Name: William Holicky

Title: Executive Director

12909

APPENDIX B
PURCHASE of SERVICES SPECIFICATION for ONEIDA COUNTY.

Supervision and Treatment Services for Juveniles Program (STSJP) with
The House of the Good Shepherd

Oneida County Department of Social Services agrees to contract with The House of the Good Shepherd to provide Supervision and Treatment Services Program (STSJP) designed to encourage the use of effective alternatives to detention and placement; and utilize detention appropriately for high risk youth.

The population that this contract will provide service for youth who are at risk; alleged or adjudicated juvenile delinquents (JDs); youth alleged or adjudicated to be persons in need of supervision (PINS); and youth alleged to be or convicted as juvenile offenders (JOs), in order to divert these youth from detention or residential care. The program anticipates working with approximately 60 youth for 30 – 90 days; and average of 15 children at any one time. This Program and services will reduce the number of youth detained or placed through improving the network of supports, ensuring greater success in educational/vocational setting and assisting youth with involvement in positive social activities; as well as improving parenting skills and relationships in the families. This program is family focused by providing at least one visit every week in the client's home in order to engage with the family and the child. The program will also include a short curriculum shared with families on parenting skills.

Below is outlined the components of the Program:

- Staff designated to this program will develop a close relationship to the Probation Department in order to collaborate on determining the best plan for each individual child; possibly including co-location.
- The success of these youth can often be impacted by a connection with just one positive adult role model. Staff will be committed to attempting to make this positive connection.
- Enhanced services are necessary for the families; we know these cases are not isolated to the individual, but are often a result of circumstances in the family unit; staff will assess the family situation, and provide more support and referral for the families.
- An increased focus will be on addressing our cultural competence by utilizing agencies which provides interpretive services, as well as understanding and training on cultural differences that impact these children and their families.
- Administer the newly developed and required risk assessment instrument to all identified youth.
- Tracking will be developed in conjunction with Utica Safe School; Underground Café which provides a variety of activities for teenagers during evening hours. They are able

to offer tracking to establish attendance and length of stay for identified individuals. This will also allow staff the opportunity to visit with families while the kids are not home.

- Specialized foster care homes will be utilized on a limited basis to offer an alternative to detention for those children who can't return immediately to their own homes for safety or other reasons.
- Mediation program through contracted agency which will be utilized in this program.
- One of the program staff will attend CAP meetings; referrals will be made from DSS, probation and CAP.
- Staff will connect youth and families in long term services transitioning out of program and ensuring the maintenance of stability that was provided.
- Staff will work non-traditional hours in order to be available when needed most.
- Contracted agency's subscription to the Sanctuary Model provides an organizational model designed to implement the principals and practices of trauma-informed care.
- Contracted agency follows the evidence based multi-systemic therapy model; focusing on interventions at home, school and in the community.
- Contracted agency will align with the basic principles of restorative justice which address accountability with empathy and responsibility, personal transformation, recognition and enhancement of personal competencies, and the least restrictive community setting

Intake:

Once a client is ordered to take part in the Alternatives to Detention program the program staff will meet with the family to explain the program and get the consent form signed. Ideally this paperwork should be completed in Family Court, if not then it could be done on the first home visit.

Supervision:

The program staff will have at least 2 -3 face to face contacts with the client each week, one or two in the home and one in the community or the school. A follow up phone call to the school/home will also be done within the week. Progress notes should record each contact highlighting any significant events.

Home Visits:

- The program staff will review with the client and the parents what their role is and what is expected of the client throughout involvement
- Staff will be responsible for getting an update on the client's behavior, inquiring about school attendance, curfew, behavior in the home, etc. and an overview as to what has occurred since the last contact. Staff will impress upon the client and the family (of) the importance of doing well throughout this period to ensure that a positive report can be made to the Court.
- The program staff are responsible for generating a report for court upon the client's appearance.

- The program staff will schedule the next appointment for the following week to ensure contact and avoid confusion.
- Subsequent visits will focus on identifying problem areas, and developing a family plan to address areas such as family routines, chores, curfew, homework, etc.

School Visits:

- When visiting the school for the first time, the program staff will make an appointment with either the Assistant Principal or Guidance Counselor. This should be the school contact person. If the client has only one teacher then that would be the contact person. Staff will let the school know who they are, what their role is, and share contact information. It is important to (keep) track (of) attendance and any disciplinary concerns surrounding that client in order to monitor them and provide the court with an accurate summary.
- If school is the main issue for a client being referred for Alternative To Detention services a second school contact will be added. If the program staff identifies a client to be appropriate for Rise and Shine services or any other specialty service, this will be discussed with Program Supervisor for approval.

Community Visits:

- The purpose of community visits is to spend some time with the client as either a reward for positive behavior, to get them out of the house and/or assist them in learning how to interact successfully in a social environment. This is not a required weekly contact, but is encouraged as a way of establishing a positive relationship.
- Program staff is also expected to initiate and (transport/)accompany clients and their family members to counseling appointments, medical appointments, job searches, etc., until such time as the client and family members can keep appointments independently.
- Program staff will also complete a behavioral summary to provide the Court upon the client's return that will highlight all behaviors that the client displayed throughout the course of the involvement. All areas will be included; home, school and community.

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.

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.

The Agency 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 set forth in 88ADM-27 (Addendum I). (The Agency will maintain casework contacts as required by State Department of Social Services).

The Agency 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 Agency will copy any material, they need at their site. The agency will provide training and supervision in the preparation of case progress notes.

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 in this Agreement,

The Agency 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.

Performance Outcomes for the Supervision and Treatment Services for Juveniles Program

- Anticipated reduction in detention or residential placements of between 75-85% for youth participation in this program are expected.
- Positive outcomes for the youth participating in the services and programs will be tracked and include
 - Improved parenting skills and family relations – demonstrated through a self evaluation and staff evaluation at admission and discharge
 - Improved network of supports
 - Success in educational/vocational setting – demonstrated by attendance, grades and course completion
 - Youth involved in positive social and peer activities
 - CANS or CAFAS will be administered at enrolment and discharge as a

measurement tool

- Youth will not re-enter the system for one year
- No AWOLs/curfew violations while enrolled in the program
- No school suspensions while enrolled in the program

Program Policies and Protocols are subject to change throughout the program year.

The Agency will devise a Program Evaluation which shall be established upon agreement by the Department.

The Agency Agrees to Provide a final Programmatic report of the Program, and a fiscal reconciliation upon presentation of a final billing for the Program. The agency will provide a quarterly Contract Report every 3 months (Addendum IV).

The House of the Good Shepherd shall complete a Contract Staffing Report upon completion of a fully executed Agreement. The House of the Good Shepherd agrees to complete a Contract Staff Vacancy Report upon changes.

The Agency agrees that the Case Planners Diversionary Counselors shall hold the qualifications of an Oneida County Caseworker, or in some cases they maybe experienced qualified family care workers as determined by The House of the Good Shepherd.

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

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

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

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

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

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

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

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

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

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;

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

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

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

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

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 \$ 140,000 per the attached budget which includes an allowance for wrap around services for individuals. The term of this agreement is from August 1, 2011 to March 31, 2012 and may be renewed agreeable to each party, and completed prior to the end of the term of this agreement. The Contractor and the Department are looking for additional funding to allow the caseload to remain at its current maximum level.

The Agency 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. (1) copy 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 to provide an Annual Certification as attached pertaining to this Contract as part of the Contractor's Annual independent audit.

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.

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.

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.

House of Good Shepherd
 Supervision and Treatment Services for Juveniles Program
 August 1, 2011 – March 31, 2012

Salaries		\$ 57,688
Fringe Benefits		<u>\$ 18,579</u>
Total Personnel Services		\$ 76,267
Admin & Overhead		\$ 9,683
Rent/Lease		\$ 40
Supplies		\$ 587
Postage/Shipping		\$ 81
Travel/Conference		\$ 160
Transportation & Worker Expense		\$ 2,478
Telephone/Utilities		\$ 745
Insurance		\$ 1,441
Membership Dues		\$ 161
Facility Repairs		\$ 21
Miscellaneous:		
Depreciation	\$ 66	
Interest	\$ 18	
MAMI	\$ 500	
Activities – Children	\$ 887	
Administrative Expense	\$ 181	
Books & Subscriptions	\$ 2	
Personnel advertising & publicity	\$ 25	
Data Processing	\$ 69	
Allowance for Wrap Around Services	\$ 46,498	
Total Miscellaneous Expenses		<u>\$ 48,246</u>
Total General Operating		\$ 139,910
Equipment Purch/Rental		\$ 3
Equipment Maintenance		<u>\$ 87</u>
Total Equipment Cost		\$ 90
Total Expenses		\$ 140,000

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

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

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

A. The applicant that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

The House of the Good Shepherd

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

William Holicky, Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

William Holicky

8/12/11

DATE

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PHD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

FN 20 11 - 258

August 1, 2011

PUBLIC HEALTH

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

WAYS & MEANS

Dear Mr. Picente:

Re: C-023257 IAP

Attached are five (5) copies of the grant between Oneida County through its Health Department and the New York State Department of Health Bureau of Immunization.

The major goals of the immunization grant is to meet or exceed a 90% statewide immunization coverage level for two year old children, increase awareness of the benefits of adult immunization against influenza, pneumococcal, HPV, hepatitis A and B, tetanus, diphtheria, pertussis, varicella, measles, mumps, and rubella disease. The term of this agreement shall become effective on April 1, 2011 and remain in effect through March 31, 2012. Reimbursement to Oneida County is in the amount of \$116,939. The reason this grant is being forwarded to you after the effective date is due to the late receipt from the New York State Department of Health.

Please Note: The New York State Department of Health has requested all copies should be signed and notarized in ink as photocopies and signature stamps will not be accepted. Each copy of the contract must contain date of signature and notary stamp with notary's original signature and all information completed.

If this grant meets with your approval, please forward to the Board of Legislators. Feel free to contact Patrice Bogan, Director of Diagnostic and Treatment Center at 798-5748 should you require additional information.

Sincerely,

Patrice Bogan - yer

Gayle D. Jones, PhD., MPH, CHES
Director of Health

attachments
ry

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

Anthony J. Picente, Jr.

Anthony J. Picente, Jr.
County Executive

Date 8/24/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Diagnostic & Treatment Services (D&T)

NAME AND ADDRESS OF VENDOR: NYS Department of Health
Bureau of Immunization
Room 649, Corning Tower, ESP
Albany, New York 12237-0627

VENDOR CONTACT PERSON: Jodi Schoen, Health Program Administrator

SUMMARY OF STATEMENTS: The major goal of the New York State Department of Health Bureau of Immunization continues to be to meet or exceed a 90% statewide immunization coverage level for two year old children with 4 DTP (DTaP), 3 polio, 1 MMR, 3 Hib, and 3 Hep B and 1 dose of varicella. This grant also allows for the following goals: to increase awareness of the benefits of adult immunization against influenza, pneumococcal, HPV, hepatitis A and B, tetanus, diphtheria, pertussis, varicella, measles, mumps, and rubella disease; increase the proportion of children less than six years of age with two or more shots in an immunization information system; provide access for up-to-date information, education and training for local health department staff and health care providers who provide immunizations and to be a liaison with local and regional perinatal hepatitis B program managers or conduct perinatal hepatitis B activities to reduce perinatal hepatitis B transmission, in accordance with New York State Public Health Law, Title 10 NYCCRR, Section 2500-3, subpart 69-3.

PREVIOUS CONTRACT YEAR: April 1, 2010 through March 31, 2011

TOTAL: \$116,939

THIS CONTRACT YEAR: April 1, 2011 through March 31, 2012

TOTAL: \$116,939

_____ **NEW** X **RENEWAL** _____ **AMENDMENT**

<u>FUNDING SOURCE:</u> Grant Award	A3408	\$116,939
Less Revenues:		-0-
State Funds:		\$116,939
County Dollars – Previous Grant		*
County Dollars – This Grant		-0-

SIGNATURE: Gayle D. Jones, PhD., MPH, CHES Director of Health

DATE: August 1, 2011

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Diagnostic & Treatment Services (D&T)

NAME AND ADDRESS OF VENDOR: NYS Department of Health
Bureau of Immunization
Room 649, Corning Tower, ESP
Albany, New York 12237-0627

VENDOR CONTACT PERSON: Jodi Schoen, Health Program Administrator

SUMMARY OF STATEMENTS: The major goal of the New York State Department of Health Bureau of Immunization continues to be to meet or exceed a 90% statewide immunization coverage level for two year old children with 4 DTP (DTaP), 3 polio, 1 MMR, 3 Hib, and 3 Hep B and 1 dose of varicella. This grant also allows for the following goals: to increase awareness of the benefits of adult immunization against influenza, pneumococcal, HPV, hepatitis A and B, tetanus, diphtheria, pertussis, varicella, measles, mumps, and rubella disease; increase the proportion of children less than six years of age with two or more shots in an immunization information system; provide access for up-to-date information, education and training for local health department staff and health care providers who provide immunizations and to be a liaison with local and regional perinatal hepatitis B program managers or conduct perinatal hepatitis B activities to reduce perinatal hepatitis B transmission, in accordance with New York State Public Health Law, Title 10 NYCCRR, Section 2500-3, subpart 69-3.

PREVIOUS CONTRACT YEAR: April 1, 2010 through March 31, 2011

TOTAL: \$116,939

THIS CONTRACT YEAR: April 1, 2011 through March 31, 2012

TOTAL: \$116,939

 NEW X RENEWAL AMENDMENT

<u>FUNDING SOURCE:</u> Grant Award	A3408	\$116,939
Less Revenues:		-0-
State Funds:		\$116,939
County Dollars – Previous Grant		*
County Dollars – This Grant		-0-

SIGNATURE: Gayle D. Jones, PhD., MPH, CHES Director of Health

DATE: August 1, 2011

Signature Page for:

Contract Number: C-023257

Contractor: Oneida County

Amendment Number: X-3

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

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney

STATE OF NEW YORK)
County of _____) SS:

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

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

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

Agency Code 12000
APPENDIX X

Contract Number: C-023257

Contractor: Oneida County

Amendment Number X -3

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and Oneida County (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the work plan or deliverables
- Replaces appendix(es) A with the attached appendix(es) A (June 2011)
- Adds the attached appendix(es) B3, D3
- Other: (describe) _____

This amendment is *is not* a contract renewal as allowed for in the existing contract.

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

Prior to this amendment, the contract value and period were:

\$348,478 From 04 / 01 / 08 to 03 / 31 / 11
(Value before amendment) (Initial start date)

This amendment provides the following addition (complete only items being modified):

\$116,939 From 04 / 01 / 11 to 03 / 31 / 12

This will result in new contract terms of:

\$ 465,417 From 04 / 01 / 08 to 03 / 31 / 12
(All years thus far combined) (Initial start date) (Amendment end date)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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STANDARD CLAUSES FOR NYS CONTRACTS

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or

reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of

this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce

Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely

affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a

contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without

discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to

service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

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

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

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

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

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

New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

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

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

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

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

Appendix B - 3

Immunization Contract: IAP Budget
Contract #: C-23257
County: Oneida

April 1, 2011 - March 31, 2012

Position Title/Incumbent	Annual Salary for This Position based on 100% time* (see note below)	Amount Requested from NYS Immunization Program
Register Nurse, Marina Kistner @ 35%	\$ 41,284	\$ 14,449.00
Register Nurse, Dawn DeGironimo @ 35%	\$ 47,438	\$ 16,603.00
Data Processing Clerk, Christine Benson @ 80%	\$ 25,455	\$ 20,364.00
Total Salaries		\$ 51,416
Fringe Benefits @ 45.43%		\$ 23,497
Total PS		\$ 74,913
TOTAL		
OTPS		\$ 376
Supplies		\$ 750
Travel		\$ 300
Equipment		
Contractual		\$ 16,871
Contract Clerical Staff, 42 hrs./PP @ \$15.45		\$ 21,097
Contract Clerical Staff, 56 hrs./PP @ \$14.49		
Other (list categories and amounts ex.: Telephone, postage, etc.)		\$ 1,200
Training and Special Schools		\$ 1,432
Copier Lease @ 357.90/quarter		
Total OTPS		\$ 42,026
GRAND TOTAL		\$ 116,939

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: 93.268

Other Than Personal Services		
Supplies	\$376	Office and/or medical supplies used in the day to day function of administering the immunization program
Travel	\$750	Travel reimbursement cost for nurses and adjunct staff to travel entry, immunization billing, intake reception related programs
Equipment	\$300	One single input digital thermometer -
Contractual	\$16,871	Contractual clerical staff(1) 42 hrs./PP @15.45 to assist with reception at immunization clinics, data entry for NYSIIS, record searches and reporting
		Contractual clerical staff(1) 56hrs./PP@14.49 to assist with reception at immunization clinics, data entry for NYSIIS, record searching and reporting
Other	\$1,200	Training and Special Schools; provides opportunity to send nursing staff to immunization training programs
		Copier Lease, \$357.90/Quarter- Used for form letter, immunization record copies, immunization billing
Total	\$116,939	

APPENDIX D-3

Oneida County

2011 - 2012 IAP Local Health Unit Contract Work Plan

GOAL 1: Childhood Immunization

The New York State Bureau of Immunization seeks to meet or exceed a 90% statewide immunization coverage level for two-year-old children with 4 DTP (DTaP), 3 polio, 1 MMR, 3 Hib, and 3 hep B and 1 dose of varicella (4:3:1:3:3:1).

The National Immunization Survey (2009) indicates that 66.6% of children in New York, excluding New York City, are age-appropriately immunized by the age of 24 months with 4 doses of DTP/DTaP, 3 polio, 1 measles-containing vaccine, 3 HIB, and 3 doses of hepatitis B vaccine and 1 dose of varicella (4:3:1:3:3:1).

Objective 1- A:

In coordination with Bureau of Immunization regional office staff, conduct AFIX site visits to raise immunization coverage levels and improve standards of practice at the provider level. AFIX site visits must include, but are not limited to, the following:

1. Assessment of healthcare provider's immunization coverage levels and immunization practices.
2. Feedback of assessment results to the provider along with recommended strategies to improve coverage levels.
3. Incentives to recognize and reward improved performance.
4. Exchange of health care information and resources necessary to facilitate improvement.

Note: Refer to AFIX Guide for policies and procedures on conducting AFIX site visits.

Activities:

- 1) Identify and target high-volume (≥ 50 two year old patients) and medium-volume (15-49 two year old patients) providers (public, private, VFC, non-VFC) with low immunization levels ($\leq 80\%$ of two year olds up to date for 4:3:1:3:3:1 and 4:3:1:3:3:1:4) to receive AFIX visits. Provide analysis and feedback to the provider of their immunization practices. Priority groups include; high-volume providers, those that have not received AFIX visits in three years or more, and all providers with consistently low immunization coverage levels.
- 2) Include assessment of adolescent coverage levels while conducting AFIX site visits. All active 13 year old patients (156 – 167 months) will be assessed for the following antigens: 3 doses HepB; 2 doses MMR; 1 dose Td/Tdap; 2 doses varicella; 1 dose MCV4, 3 doses HPV. "Active" for adolescent AFIX visits is defined as one (1) or more visit/year.
- 3) All Federally Qualified Health Center, Community Health Centers, and Migrant Health Centers must receive an AFIX visit annually.

Activities:

- 1 & 2 The LHU will perform eight AFIX visits which will include various patient volumes to include assessments of 13-year-olds with special emphasis on high volume private providers.
3. An AFIX visit will be scheduled for the third quarter at Utica Community Health Center (FQHC)

Note: Providers at or above 90% immunization coverage for their two year old patients, who have received at least two assessments, do not require additional AFIX site visits if it has been less than three years from the last visit.

Objective 1-B:

In an effort to integrate AFIX with the New York State Immunization Information System (NYSIIS), where applicable, use NYSIIS to assess immunization coverage levels of providers receiving an AFIX site visit.

Activities:

1. LHU will utilize NYSIIS to assess immunization coverage levels of providers receiving an AFIX site visit whenever possible.

Objective 1-C:

In an effort to integrate AFIX with the Vaccines for Children Program, conduct vaccine education during each AFIX site visit (Attachment E).

Activities:

1. The LHU will conduct vaccine education during each AFIX site visit in which Attachment E will be used. LHU will develop in conjunction with provider's office an immunization quality improvement plan.

Objective 1-D:

Comply with the CDC requirement to assess county public clinic immunization rates annually and report results.

Required:

- During August or September 2011, conduct public clinic assessments to determine immunization levels among children 24-35 months of age, in accordance with NYSDOH sampling methodologies. NYSIIS extracts should be used to conduct these assessments.
- Report results of public clinic assessments by October 30, 2011. Results may be submitted separately or with the second quarter contract progress report.
- Implement and sustain a reminder/recall system for patients two years of age and younger that receive immunizations at the local health department.

Activities:

1. LHU public clinic assessment will be conducted in September 2011. NYSIIS extracts will be used during this process. Activities will be reported quarterly.
2. LHU will maintain a reminder/recall system for patients two years old and younger and will send reminder letters to any patients that are due or delinquent on a monthly basis.

Objective 1-E:

Prepare and submit the following AFIX site visit information to your NYSDOH Regional Representative for each contract quarter year.

Note: All counties must submit assessment data of AFIX activities via e-mail. (Refer to AFIX Guide for specific instructions.)

Required:

- Quarterly (July 31, October 30, January 31, and April 30), submit a Quarterly Activity Progress Report.
- Quarterly (July 31, October 30, January 31, and April 30), submit the AFIX Quarterly Report (**Attachment D**). All fields of Attachment D must be completed.
- Quarterly (July 31, October 30, January 31, and April 30), submit the assessment data collected in CoCASA for each provider that received an AFIX site visit in each quarter.

Note: Refer to **AFIX Guide** for AFIX policies and procedures, VFC specific education questions and NYSIIS guidelines to conduct AFIX site visits.

GOAL 2: Adult Immunization

Increase awareness of the benefits of adult immunization against influenza, pneumococcal, HPV, hepatitis A and B, tetanus, diphtheria, pertussis, varicella, measles, mumps, and rubella disease.

Using 2009 BRFSS data, 66.2% of surveyed New Yorkers, aged 65+ were immunized with pneumococcal vaccine, and 68.6% with influenza.

Objective 2-A:

In coordination with various local coalitions, promote/conduct educational and outreach activities to inform health care providers and the public about the benefits of adult immunization.

Activities:

Coordinate adult coalition activities with regional Bureau of Immunization representative.

Target health care personnel for increased awareness of new ACIP recommendations for influenza, pertussis, varicella and MMR vaccination.

1. Community education is to be supplemented via offering adult immunization information at all health fairs participated in this workplan year such as County Fair, Heart Run Expo, and Mohawk Valley Community College Health Fair.
2. LHU will supply current adult immunization information to the local Office For the Aging and Continuing Care for distribution to the senior population through their outreach workers. Education will also be provided through their monthly newsletter "Primetime".
3. Posters and clinic schedules will be posted in senior centers and other community sites frequented used by adults.
4. List flu clinic schedules, locations, and links on the County website, NYSOFA, and NYSDOH website.
5. LHU will continue to be an integral part of the Mohawk Valley

Immunization Alliance consisting of private and public providers.

6. Offer immunization presentation or training to health care personnel in various settings i.e. public health, private (at targeted office AFIX visits), schools (school nurses, college health centers).
7. Reminder letters will be mailed to adults receiving ARRA supplied HPV vaccine until exhausted or expired.

Objective 2-B:

Increase awareness of the benefits of vaccination for adult migrant and seasonal farmworkers (MSFWs) through participation in the "MSFW Immunization Project", collaboration with migrant community partners, and/or participation in local migrant coalitions. County health departments are encouraged to provide publicly-funded Td, Tdap, hepatitis A, hepatitis B, Twinrix, MMR, varicella, influenza and pneumococcal vaccine to any adult MSFWs seeking any services through department sponsored clinics and service settings, including contracted services.

Suggested Activities:

- Conduct immunization clinics at migrant camps
- Provide immunization education and technical assistance to other agencies serving migrants.
- Participate in local migrant coalitions (e.g. attend meetings).

Activities:

1. Attempts will be made to identify adult migrant and seasonal farmworkers (i.e. apple and potato workers) and conduct immunization clinics if needed.
2. LHU will promote NYSIIS by obtaining consent for migrant and seasonal farmworkers 19 years and older receiving immunizations.
3. The LHU will provide immunization education and technical assistance to other agencies serving migrants.
4. No local migrant coalitions to participate in at this time, but will attend yearly NYS Farmworker Health Conference or any other training and/or collaboration opportunities.

Objective 2-C:

Provide, or facilitate the provision of, free hepatitis A and B vaccination services for high-risk adults in your community through participation in the "Adult Hepatitis Vaccination Program". County health departments are encouraged to provide free hepatitis A, hepatitis B and Twinrix vaccines to all high-risk adults seeking all services through health department-sponsored clinics and service settings, including contracted services. These settings include, but are not limited to, the following examples: STD clinics, TB clinics, adult immunization clinics, HIV T&C sites, county jails, substance abuse service settings, special public health outreach settings such as homeless shelters, soup kitchens, etc.

Activities:

- Provide free hepatitis A and B vaccine to high-risk adults, as defined by the program, in county health department immunization clinics.
- Facilitate enrollment of eligible clinic sites and support the proper enrollment procedures (application and site-specific VFC PIN number).
- Collaborate with already established clinic sites to ensure full program participation.

Activities:

1. LHU will provide NYSDOH funded hepatitis A, hepatitis B, and Twinrix vaccines to all eligible high-risk adults seeking all services through health department clinics and service settings.
2. LHU will serve as a resource with local colleges to offer hepatitis vaccines to eligible participants.
3. The LHU, upon request from already established clinics, will assist to ensure their full program participation

GOAL 3: Immunization Information System

Increase the proportion of children less than six years of age with two or more shots in an immunization information system.

Objective 3-A:

Support the New York State Department of Health, Central and Regional Offices, in provider recruitment, planning and implementation of the New York State Immunization Information System (NYSIIS) to maximize reporting of immunizations given to persons and utilization of the system features.

Activities:

- Report ALL immunizations administered by the LHD to NYSIIS in a timely manner. This includes obtaining NYSIIS consent for individuals 19 years of age and older, particularly while conducting flu clinics.
- Maintain at least two active user accounts for NYSIIS.
- Stay current with the latest NYSIIS activities by participating in periodic NYSIIS/LHD conference calls, reading electronic email communications and reviewing materials posted on the Health Commerce System.
- Attend regional user group meetings twice per year and encourage participating providers to attend as well.
- Respond to questions from provider community and other stakeholders. Triage questions to NYSIIS group email account, appropriate regional office, or NYSIIS help desk.
- Contact health care providers within the county who are not actively participating in NYSIIS to encourage attendance at NYSIIS training, or use other training modalities.
- Promote NYSIIS during AFIX, VFC or other site visits/meetings with providers utilizing available materials.

Activities:

1. LHU will report all immunizations administered to children and consented adults, particularly while conducting flu clinics.

2. The LHU will respond to questions from provider community and other stakeholders seeking assistance from other experts when necessary.
3. LHU will continue to send representatives semi-annually to user group meetings held in Syracuse.
4. LHU will provide information to private providers on new NYS law.
5. The LHU will participate and attend NYSIIS/LHD conference calls.
6. LHU will encourage health care providers within the county to attend NYSDOH training or use other training modalities. During AFIX visits, LHU will offer to provide information and/or reminders of upcoming trainings.
7. LHU will maintain at least two active NYSIIS user accounts.
8. NYSIIS consents are obtained for individuals 19 years of age and older.

GOAL 4: Education, Information, Training, and Partnerships

Provide access to up to date information, education and training for local health department (LHD) staff and health care providers who provide immunizations.

Objective 4-A:

Promote immunizations and provide up-to-date, relevant education materials to patients, consumer groups, employee health services, long term care facilities, schools, colleges, and providers in your jurisdiction on an ongoing basis.

Activities:

- Disseminate current CDC, NYSDOH educational materials.
- Provide feedback to NYSDOH regional and central office staff regarding how state and federal materials are used, gaps in information, updates needed, etc.
- Post the NYSDOH Immunization website home page on your local health department's website. <http://www.nyhealth.gov/prevention/immunization/>
- Post the Centers for Disease Control and Prevention's Vaccine and Immunizations website home page on your local health department's website. <http://www.cdc.gov/vaccines/>
- Post the NYSDOH Seasonal Influenza website home page on your local health department's website. <http://www.health.ny.gov/diseases/communicable/influenza/seasonal/>
- Post the Centers for Disease Control and Prevention's Seasonal Influenza website home page on your local health department's website. <http://www.cdc.gov/flu/>
- Subscribe to the CDC's free email subscription service (specifically: Immunization Safety Office, Seasonal Flu, Vaccines and Immunizations, Advisory Committee on Immunization Practices, Education, News, Schedules, and Vaccine Safety). This will

allow you to receive alerts by e-mail when new information on those topics is available. Your email address will only be used to deliver the requested information or to give you access to your user profile. Go to: <http://www.cdc.gov/emailupdates/index.html>

- Promote the CDC's free email subscription service with providers in your county. Promote the NYSDOH Bureau of Immunization's *Immunize NY!* provider newsletter with providers visited. If provider has not received this publication in the past, recommend they subscribe by contacting the Bureau of immunization at immunize@health.state.ny.us.

Activities:

1. LHU will promote immunizations to patients through the following :
 - a. Newspapers and PSAs.
 - b. Oneida County website (includes clinic schedules and current immunization recommendations) will be kept up-to-date with current immunization information and reviewed on a quarterly basis.
 - c. Our website will include the following links:
 - <http://www.nyhealth.gov/prevention/immunization>
 - <http://www.cdc.gov/vaccines/>
 - <http://www.health.ny.gov/diseases/communicable/influenza/seasonal/>
 - <http://www.cdc.gov/flu/>
 - c. OCHD dedicated staff will maintain subscription to the CDC's free email subscription service in order to receive email alert. This email service will be promoted to healthcare providers.
 - d. The NYSDOH Bureau of Immunizations *Immunize NY!* provider newsletter will be promoted with providers in our county to include subscription information.
 - e. Four health fairs (at minimum) will be attended by health department staff where education materials be provided.
2. Immunizations will be promoted periodically to consumer groups through newspapers and PSAs. Oneida County website (includes clinic schedules and current immunization recommendations) will be kept up-to-date with current immunization information and reviewed on a quarterly basis.
3. An annual inservice is provided to area school nurses. Information on clinic schedules, updated immunization requirements and recommendations are offered. In addition LHU maintains up-to-date contact information for all county school nurses and maintains ongoing communication regarding immunization needs.
4. LHU will provide immunization updates to child care providers and providers' offices and college health services.
5. The LHU will provide feedback to NYSDOH regional office at Local Coalition Meetings and IAP/NYSACHO quarterly conferences.

Objective 4-B:

Implement the Vaccine Management Education plan you developed in fiscal year 2008-2009 to 30% or twenty VFC and SCHIP providers in your county, whichever number is higher (if there are less than twenty providers in your region then all providers should receive training).

Activities:

Implement the Vaccine Management Education Plan. This education component is to be completed independent of the AFIX visits, which already incorporates an educational component through Attachment E (Objective 1-C). The Education Plan includes the following activities:

- **In-office training** through a site visit. An educational visit is defined as a visit to a provider's office to perform an educational in-service (e.g. to discuss recent changes to the immunization schedule).
- **Out-of-office training**, including: county-based meeting, regional conferences, county presentations at professional society meetings, and webinars etc.

Educational materials are to be distributed to providers during training. Examples of educational materials include brochures, fact sheets, and toolkits provided by the county, NYSDOH, Bureau of Immunization, Immunization Action Coalition (IAC), and the Centers for Disease Control and Prevention (CDC). Each quarter, report the progress of implementation, and record the names of providers, VFC PIN numbers, the types of trainings, and dates activities took place to assist in identification of providers who have not been educated by the County.

Activities

1. LHU will provide educational in-services during an office visit to 30% or twenty VFC and SCHIP providers. For each provider, LHU staff will do a training pertaining to immunizations and vaccine storage and handling, give printed educational materials (i.e. vaccine storage and handling guidelines, immunization schedule updates, brochures, fact sheets, etc.), and answer any questions provider may have.

Objective 4-C:

By the end of the grant year, local health departments will identify gaps in education materials used with American Indians serviced by tribal clinics, Indian Health Service area offices and service units, and other entities that provide medical services to American Indians

Activities:

- Work with regional office staff in identifying culturally relevant education needs, gaps and report to Central Office.
- Work with Regional office to get appropriate education materials to the providers that service this population.

Objective 4-D:

During the grant year, plan activities within your jurisdiction to promote National Influenza Vaccination Week and at least one other immunization observance.

Activities:

Use designated times to promote immunizations: National Infant Immunization Week (NIIW), National Immunization Awareness Month, National Adult Immunization Week, and National Influenza Vaccination Week.

Activities:

1. LHU in conjunction with the Public Information Officer will schedule radio broadcasts to coincide with designated times (National Infant Immunization Week, National Immunization Awareness Month, National Adult Immunization Week, and National Influenza Vaccination Week) to promote immunizations (i.e. PSA's, work with Health Education and Public Information Officer, utilize County website).
2. LHU will promote immunizations (National Infant Immunization Week, National Immunization Awareness Month, National Adult Immunization Week, and National Influenza Vaccination Week) at the public health clinic sites (Utica and Rome) using bulletin boards and/or posters.
3. Will confer message through local health department website when appropriate utilizing CDC widgets.

Objective 4-E:

By March 31, 2012 LHD immunization staff will be provided access to immunization education and training.

Activities:

- Ensure all LHD Immunization staff view the CDC's *Epidemiology and Prevention of Vaccine Preventable Diseases* program.
- Ensure all LHD Immunization staff view CDC's annual *Adult Immunization Update* (live or taped).
- Ensure all LHD Immunization staff view CDC's annual *Immunization Update* (live or taped).
- Ensure LHD staff attends appropriate conferences and meetings such as the National Immunization Conference, when possible.

Activities:

1. LHU will continue to ensure all LHU immunization program staff view the CDC's *Epidemiology and Prevention of Vaccine Preventable Diseases* program.
2. LHU will continue to ensure all LHU immunization program staff view (live or taped) CDC's annual *Adult Immunization Update*.
3. LHU will ensure all LHU immunization program staff view (live or taped) CDC's annual *Immunization Update*.
4. LHU will continue ensure LHU staff attend appropriate conferences and meetings.

5. An annual inservice will be provided to LHU immunization staff regarding immunization recommendations or requirements and/or information. Any immunization changes will be communicated to staff as soon as LHU is notified.
6. An annual inservice will be held for health department employees concerning updated immunization information.
7. Staff will attend Regional Adult Immunization Meeting.
8. LHU will utilize vaccine specialists from vaccine manufacturers via educational inservices.

Objective 4-F:

Ensure providers abide by their responsibility under the National Childhood Vaccine Injury Act. *(By Federal law, all vaccine providers must give patients, or their parents or legal representatives, the appropriate Vaccine Information Statement (VIS) whenever a vaccination is given.)*

Activities:

- At each new provider site visit, highlight proper use of VIS and CDC's online instructions.
- Post NCVIA (National Childhood Vaccine Injury Act) web address: (www.hrsa.gov/vaccinecompensation) and summary paragraph (www.cdc.gov/vaccines/pubs/vis/downloads/vis-Instructions.pdf) on your LHD's Immunization webpage if available.
- Highlight NCVIA website in any Bureau of Immunization newsletters, emails to providers you distribute.
- Promote subscription to automatic electronic notification of updated and new VISs (www.cdc.gov/vaccines/pubs/vis/default.htm).

Activities:

1. LHU will continue to highlight proper use of VIS and CDC's online instructions at each provider site visit.
2. LHU will post VICEP web address and summary paragraph on immunization program website.
3. LHU will highlight VICEP website on any LHU immunization publications distributed to providers.
4. LHU will promote to providers subscription to automatic electronic notification of updated and new VISs.

Objective 4-G:

During the grant year insure that all non-traditional schools in your jurisdiction comply with Public Health Law Section 2164 (PHL2164).

Activities:

A site visit shall be made to any school as defined by PHL2164 that lacks generally accepted means of communication, including but not limited to: mail, telephone, fax or internet services. The purpose of the visit shall be to assist the preparation and collection of the mandated New York State Department of Health Bureau of Immunization annual school immunization survey form.

Activity:

If any non-traditional schools are discovered, LHU will work with them to comply with New York State Educational Law PHL2164.

Goal 5: Perinatal Hepatitis B

Be a Liaison with local and regional perinatal hepatitis B program managers or conduct perinatal hepatitis B activities to reduce perinatal hepatitis B transmission, in accordance with New York State Public Health Law, Title 10 NYCCRR, Section 2500-e, subpart 69-3.

Objective 5-A:

Continue to facilitate and assist in coordination of ongoing local perinatal hepatitis B initiatives and activities mandated by Public Health Law 2500-e. These activities emphasize the importance of working collaboratively to reduce/eliminate perinatal hepatitis B transmission from mother to newborn, by conducting joint hospital lot-quality assurance visits and strengthening partnerships among state, local and hospital health care professionals.

Activities:

Be a Liaison with county epidemiology and/or perinatal hepatitis B staff or conduct perinatal hepatitis B activities to:

- Coordinate with hospitals and health care providers to provide case management for infants of HBsAg-positive women. Ensure completion of the 3-dose hepatitis B vaccine series and post-vaccination serologic testing. Ensure reporting of this data to NYSDOH via CDESS in a timely manner.
- Identify and monitor all perinatal hepatitis B investigations through the Clinical Disease Electronic Surveillance System (CDESS) within identified timeframes, including addressing all records on the Perinatal Hep B ECLRS Transfer List within 30 days
- Participate in lot-quality assurance (LQA) site visits at area birthing hospitals conducted by the NYSDOH regional staff. LQA site visits are conducted to evaluate and ensure compliance with perinatal hepatitis B guidelines as well as public health law and regulations. NYS Bureau of Immunization regional staff will schedule these site visits and invite county staff to participate.
- Provide technical assistance and advice to encourage area birthing hospitals enrolled in the hepatitis B vaccine birth dose initiative to achieve a 90 % universal birth dose coverage for all newborns.

Activities:

1. The LHU perinatal hepatitis B coordinator will liaison with hospitals and health care providers to provide case management for infants of HBsAg-positive

women. The LHU will ensure completion of the 3-dose hepatitis B vaccine series and post-vaccination serologic testing. Ensure reporting of this data to NYSDOH in a timely manner.

2. The LHU perinatal hepatitis B coordinator will ensure completion of all perinatal hepatitis B investigations through the Clinical Disease Electronic Surveillance System (CDESS) within identified timeframes.
3. The LHU perinatal hepatitis B coordinator will participate in lot-quality assurance (LQA) site visits at area birthing hospitals conducted by the NYSDOH regional staff. LQA site visits are conducted to evaluate and ensure compliance with perinatal hepatitis B guidelines as well as public health law and regulations. The perinatal hepatitis B coordinator will accompany NYSDOH staff to all LQA visits.
4. The LHU perinatal hepatitis B coordinator will provide technical assistance and advice to encourage area birthing hospitals enrolled in the hepatitis B vaccine birth dose 90% initiative to achieve universal birth dose coverage for all newborns.

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PHD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 ☎ Fax: (315) 266-6138

July 18, 2011

FN 20 11 - 254

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

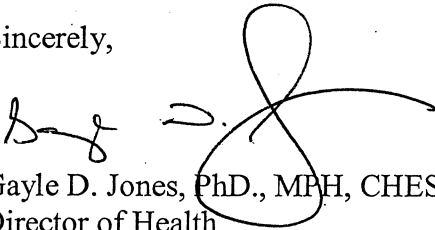
Attached are three (3) copies of an agreement between Oneida County through its Health Department and the Family Nurturing Center of Central New York, Inc.

As you are aware, the Oneida County Health Department is the lead agency, in partnership with the Family Nurturing Center of Central New York for the national home visiting program. Services are provided prenatally or until the newborn is 92 days old in order to achieve the program goals of preventing child abuse and neglect, promotion of optimal child health and development, and enhanced parental self-sufficiency. After assessment, visits are structured to be intensive in nature and designed to assist overburdened families. Home visits can last up to five years or until a child enters preschool, Head Start, or kindergarten.

The term of this agreement shall become effective on July 1, 2011 and remain in effect through June 30, 2012. Reimbursement is in the amount of \$579,710 and is 100% State funded.

If this agreement meets with your approval, please forward to the Board of Legislators.

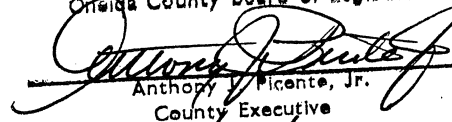
Sincerely,



Gayle D. Jones, PhD., MPH, CHES
Director of Health

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

Date 8/24/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Family Nurturing Center of Central New York, Inc.

NAME AND ADDRESS OF VENDOR: Family Nurturing Center of Central N.Y.
209 Elizabeth Street
Utica, New York 13501

VENDOR CONTACT PERSON: Donna LaTour-Elefante, Executive Director

SUMMARY STATEMENTS: The Health Department is the lead agency, in partnership with the Family Nurturing Center of Central New York (FNC), for an extensive national home visiting program. To achieve the goals of preventing child abuse and neglect, promotion of optimal child health and development, and enhanced parental self-sufficiency, services are initiated prenatally or until the newborn is 90 days old. Home visits can last up to five years, or until a child enters preschool, Head Start, or kindergarten.

PREVIOUS CONTRACT YEAR: July 1, 2010 through June 30, 2011

TOTAL: \$496,044

THIS CONTRACT YEAR: July 1, 2011 through June 30, 2012

TOTAL: \$579,710.

 NEW X **RENEWAL** **AMENDMENT**

FUNDING SOURCE: * Contract A4090.4951

Less Revenues: -0-

State Funds: * \$579,710

County Dollars – Previous Contract

County Dollars – This Contract

SIGNATURE: Gayle D. Jones, PhD., MPH, CHES

DATE: June 20, 2011

Contract Reviewed By: 

Brian M. Miga
Assistant County Attorney

Date: 6-21-11

Contract between Oneida County through its Health Department and Family Nurturing Center of Central New York, Inc.

THIS AGREEMENT by and between the Oneida County, a municipality of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County", through its Health Department located at The Adirondack Bank Building, 185 Genesee Street, Utica, New York, 13501, hereinafter referred to as "Agency", and Family Nurturing Center of Central New York, Inc., located at 209 Elizabeth Street, Utica, New York, 13501, hereinafter referred to as "Contractor".

WHEREAS, the Agency anticipates a grant from New York State Office for Children and Family Services (OCFS) for the implementation of Healthy Families Oneida County (HFOC); and

WHEREAS, HFOC is an intensive home visitation program for expectant and new families to enhance child and family development; and

WHEREAS, the outcomes expected from the implementation of HFOC include the reduction of family dependency on government, teen pregnancy rates, child abuse and neglect, and family conflict, as well as improving rates of healthy birth outcomes, early prenatal care, age appropriate preventive health care for children and parent-child interactions; and

WHEREAS, the Contractor has experience, expertise and capabilities to provide services to families for realization of desired outcomes; and

WHEREAS, the Contractor is certified to provide training for the Nurturing Program curriculum which OCFS approved for implementation for the HFOC; and

WHEREAS, the Agency and the Contractor committed to a collaborative partnership for making application for funding and HFOC implementation; and

WHEREAS, the Agency desires to enter into an arrangement with the Contractor to provide services in order to effectively implement the goals and objectives of the aforementioned grant.

NOW THEREFORE, the parties hereto intended to be legally bound and hereby agree as follows:

- 1. TERM:**
 - a. This agreement shall be effective July 1, 2011 and remain in effect until June 30, 2012 unless earlier terminated as provided hereafter.

2. SCOPE OF SERVICES:

- a. The Contractor agrees to follow the guidelines and rules dictated by OCFS for funding and implementation of HFOC activities and the administrative policies and procedures of HFOC.
- b. The Contractor also agrees to follow the requirements in Federal Temporary Assistance to Needy Families (TANF) program.
- c. The Contractor shall continue to maintain a staff of two (2) Family Support Worker Supervisors (FSWS) and eight (8) Family Support Workers (FSW), one (1) Assessment/Referral Specialists and one (1) Program Manager.
 - i. All Contractors' staff associated with the program is to be recommended for hire by the HFOC search committee according to the OCFS approved budget.
- d. The Contractor shall provide training and associated supplies and materials as needed.
- e. The Contractor shall provide a minimum of 1,500 square feet of space for Agency's HFOC personnel and related activities at the Contractor's facility.
- f. The Contractor shall at minimum, ensure that in-kind commitments, as approved by OCFS, are provided for HFOC.

3. FEE:

- a. The Contractor shall not exceed validated expenditures for implementation of HFOC as defined in the budget in the amount of \$579,710.

4. PAYMENT:

- a. Upon receipt of its grant money from OCFS, the Agency shall make payments in amounts and at intervals as close as possible to payments made for contract year 2011 through 2012. Parties agree to utilize the budget figure approved by OCFS as reflected in this year's state budget modified to reflect personnel cost by contractor as last year.

5. SPECIAL FISCAL REQUIREMENTS:

- a. The Contractor agrees to maintain a balance adequate for a minimum of two (2) payroll periods and mileage for one month for personnel working in the program and supported by grant funds.
 - i. The Contractor shall notify the Agency at least twenty-four (24) hours in advance if the Contractor is unable to meet its payroll or mileage obligation to its HFOC employees. Such notification shall be made to both the Agency's Fiscal Services Administrator (or equivalent) and the Agency's Director of Community Wellness (or equivalent).
 - ii. The Contractor shall submit to the Agency a copy of its annual audited financial statements as the same becomes available.
 - iii. The Contractor shall develop an internal process to verify that Electronic Funds Transfers (EFTs), grant checks, or other checks have been deposited prior to releasing its payroll checks for HFOC

- employees.
- iv. The Contractor shall obtain a line of credit with overdraft protection to ensure that payroll checks for HFOC employees are funded.
 - v. The Contractor shall institute a policy of requiring two signatures on all checks utilized to disburse grant related funds.
- b. Any funds received by the Agency from the Contractor, which will be in excess of obligations for HFOC at the end of this contract term, shall be returned to the Agency.
 - c. HFOC grant funds will be maintained separately from other Contractor funds.
 - d. Computer equipment replacement, maintenance of computers, IT support, e-mail, internet access and software will be the responsibility of the Contractor.
 - e. Agency and the Contractor shall review and analyze the status of the Contractor's budget for HFOC in relation to the budget approved by OCFS on or before the following dates: September 15, 2011, December 15, 2011, March 15, 2012, and June 1, 2012.
 - f. Budget modifications shall be made according to the criteria set forth by OCFS and to ensure all funds awarded to the Contractor are expended before June 30, 2012.
 - g. Upon analysis completed by June 1, 2012, any funds received by the Contractor will not be obligated by June 30, 2012 and any budget line balances anticipated by June 30, 2012, shall be considered to be available for the Agency to modify the OCFS approved budget and encumber funds by June 30, 2012.
 - h. The Agency retains the right to perform program or fiscal audits of the Contractor's HFOC activities without prior notice to the Contractor.

6. REPORTS:

- a. The Contractor shall have daily activity records completed by all employees supported by OCFS funds and for those included as in-kind commitments in the budget on forms included in the HFOC policies and procedures.
- b. The Contractor shall submit the activity records to the Agency on a monthly basis, reflecting activities for the previous month.
- c. The Contractor shall complete and submit to the Agency any and all reports and documentation required by the Agency to meet the requirements set forth by OCFS fourteen (14) days prior to the Agency due date to the State.
- d. In order for the Agency to reimburse the Contractor for services rendered by the Contractor under the term of this agreement, the Contractor agrees to:
 - i. Abide by applicable areas in the Federal Assurances and Certifications as defined by Office of Family and Children Services of New York State Department of Health, copy available upon request from the Agency; and

- ii. Abide by the "Certificate Regarding Lobbying; Debarment; Suspension and Other Responsibility Matters; and Drug Free Workplace Requirements", which is attached hereto and made a part hereof as Appendix C.

7. CONTRACTOR STATUS:

- a. It is intended by both the Contractor and the Agency that the Contractor's status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the Contractor and the County. The Contractor shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- b. The Agency agrees not to withhold from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA).
- c. The Contractor understands, and represents to the County, that such insurance and tax payments are the sole responsibility of the Contractor.
- d. If the Internal Revenue Service or any other governmental agency questions or challenges the Contractor's independent contractor status it is agreed that both the Agency and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- e. It is expressly agreed between the parties that the Contractor is an independent contractor and not in any way deemed to be employed by the Oneida County Department of Health or the County of Oneida.
- f. The Contractor represents and agrees to comply with the requirements of the Civil Rights Acts of 1964 as amended, the Age Discrimination Employment Act of 1973 as amended, 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.
- g. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

8. INSURANCE:

- a. The Contractor shall maintain personal liability insurance covering all acts performed by the Contractor pursuant to this agreement in the amount of \$1,000,000 per incident and \$3,000,000 aggregate, and provide the Agency with proof of coverage. The Agency shall not be liable for any claim asserted against the Contractor and the Contractor shall indemnify and hold harmless the County, the Agency, and its officers, agents and employees from any claims, demands causes of action and judgements arising out of

injuries to person or property of whatever kind or nature as a result of furnishing services provided as described in this Agreement.

9. CONFIDENTIALITY:

- a. The Agency and the Contractor shall hold in strict confidence all patient records and disclose information and data in such records only to persons or entities as authorized or required by law or pursuant to a court order, or by written consent of the patient or the patient's representative, it being acknowledged and agreed that Agency shall have sole responsibility for responding to patient requests for access to medical records.

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

- a. Contractor agrees that, to the extent Contractor is either a covered entity or a business associate of the Agency, as either term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA.

11. ASSIGNMENT:

- a. This agreement may not be re-assigned by the Contractor without the express consent of the Agency and New York State Office of Children and Family Services.

12. INDEMNIFICATION:

- a. The Agency shall not be liable for any claim of malpractice asserted against the Contractor, and the Contractor shall hold the Agency harmless for any and all claims arising from the Contractor's service and the Contractor shall indemnify the Agency in the event of any loss sustained by the Contractor by reason of the Agency's failure to pay for unqualified services.
- b. The Contractor agrees to make no claim for damages for delay occasioned by an act or omission of the County.
- c. The Contractor will indemnify and hold the Agency harmless from all loss or liability incurred by the Agency as a result of the Agency not making such payments or withholdings hereunder.

13. AUDIT:

- a. As the value of agreed and/or reasonable value of the services performed by Contractor hereunder reach a value of \$10,000 or more during a 12 month period, Contractor agrees to allow the Comptroller General of the United States, HHS, and/or their duly authorized representatives access to Contractor's contract books, documents, and records until the expiration of four years after the services furnished hereunder the Agreement.
- b. Notwithstanding any other provision in this Agreement, the County remains responsible for ensuring that any service provided pursuant to this agreement

complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

14. WASTE MANAGEMENT:

- a. In accordance with the Oneida County Board of Legislators Resolution #249, passed May 26, 1999, all waste and recyclables generated by the Consultant within Oneida County shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

15. PROPERTY:

- a. The Contractor agrees that all equipment, furniture, supplies or other property purchased by the Contractor pursuant to the agreement is deemed to be the property of the State of New York, by virtue of the Agency's aforementioned grant from OCFS, except as may otherwise be governed by Federal or State laws, rules or regulations.

16. TERMINATION:

- a. 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 Contractor defaults in the performance of any of Contractor's obligations under this Agreement, the County may terminate the Agreement effective upon written notice at any time.
- b. Upon notice of termination the Contractor shall immediately submit to the Agency all required documentation for services rendered up to the date of termination, and the return equipment, including software and software updates, provided to the Contractor, by the Agency, under the terms of this agreement, before a final reimbursement for services rendered can occur.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

ONEIDA COUNTY

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

DATE: _____

FAMILY NURTURING CENTER

BY: _____
Donna LaTour-Elefante
Executive Director

DATE: _____

APPROVED AS TO FORM ONLY

BY: _____
Brian M. Miga
Assistant County Attorney

APPENDIX C

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

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

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any officer or employee of Congress, or an employee of a Member of Congress in connection with making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 1111 "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreement and sub-contracts) and that all sub-recipients shall certify and disclose accordingly.

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, Section 83.105 and 85.110:

- A. The applicant certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 commissions of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS): As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610.

- A. The application that it will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will:
 - 1. Abide by the terms of the statement and;
 - 2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York, 12440. Notice shall include the identification number(s) of each affected grant.
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a)(b)(c)(d)(e)(f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

4. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS): As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610.

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

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

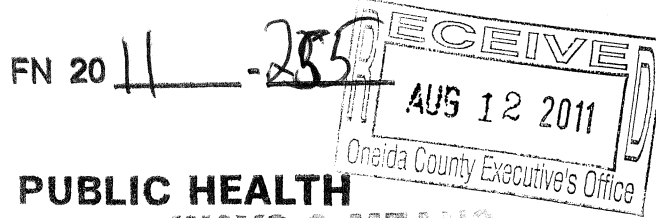
GAYLE D. JONES, PhD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 ~ Fax: (315) 266-6138

August 10, 2011

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



PUBLIC HEALTH WAYS & MEANS

Dear Mr. Picente:

As of January 1, 2011 the Oneida County Health Department transitioned all costs associated with its *Healthy Families Program* to the Family Nurturing Center. In our 2011 budget, the Coordinator position was budgeted as a county employee and included in our salary line along with the fringe benefits associated with that position.

The contract with the Family Nurturing Center was amended to accommodate the acquisition of those duties from the county. With the amendment and thereafter with their new agreement, we will compensate them for those services.

We are, therefore, requesting the following transfer for the **2011** fiscal year:

From: A4090.101 – Salaries.....	\$50,808
A4090.416 – Telephone.....	166
A4090.455 – Travel & Subsistence.....	750
A4090.810 – Retirement.....	7,171
A4090.830 – Social Security.....	3,887
A4090.840 – Workers Compensation.....	984
A4090.850 – Unemployment Insurance.....	111
A4090.860 – Health Insurance.....	6,065
Total:	\$ 69,942

To: A4090.495 – Other Expenses..... \$69,942

Please request the Board of Legislators to act upon the above-mentioned transfer.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Gayle D. Jones, PhD., MPH, CHES
Director of Health

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

Anthony J. Picente, Jr.
County Executive

Date 8/24/11

cc: T. Keeler, Director of Budget
T. Engle, Fiscal Services Administrator