

# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

## COMMUNICATIONS WITH DOCUMENTATION June 12, 2013

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

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

for

FN 20 13 206

**MEMORIALIZING PETITION**

**READ & FILED**

F.N. 2013 - 206

**SPONSORS: George Joseph, Edward Welsh, Richard Flisnik, Chad Davis, and Rose Ann Convertino**

**A MEMORIALIZING PETITION DECLARING "MAYDAY FOR MANDATE RELIEF" AND URGING THE STATE TO ADOPT LAWS THAT DO NOT IMPOSE FURTHER FISCAL STRESS ON LOCAL GOVERNMENTS AND TAXPAYERS AND BUILD UPON RECENT EFFORTS TO REFORM COSTLY UNFUNDED MANDATES**

**WHEREAS**, counties are mandated to administer and finance dozens of state and federal programs; and

**WHEREAS**, many counties in New York State face significant fiscal challenges made worse by the recent recession and slow economic recovery; and

**WHEREAS**, these county fiscal challenges are also directly tied to state-imposed mandates and in recent years reduced state reimbursement; and

**WHEREAS**, the New York State Association of Counties has identified 9 state mandates that consume 90 percent of all county property taxes levied across the state (outside of New York City), representing over \$4 billion in county property taxes levied. These mandates include: Medicaid, Public Assistance Safety Net, Child Welfare Protective and Preventive Care, Special Education Pre-School, Early Intervention, Probation, Indigent Defense, Youth Detention, and Pensions; and

**WHEREAS**, these mandated and fixed employee costs can consume more than 80 percent of a county's total budget, leaving fewer local dollars that can be devoted to local programs and services; and

**WHEREAS**, these State mandates are the root cause of high county property and sales taxes in New York and have led to a decline in the delivery of important local services.

**NOW, THEREFORE, BE IT RESOLVED**, that Oneida County hereby declares the month of May to be "Mayday for Mandate Relief" to raise awareness that decisions made in Albany have a direct impact on the property tax levy and local community services here in Oneida County; and

**BE IT FURTHER RESOLVED**, that Oneida County strongly encourages the Governor and State Legislature to continue working to enact meaningful mandate relief; and

**BE IT FURTHER RESOLVED**, that Oneida County calls on State Lawmakers to enact legislation preventing future unfunded mandates without corresponding state aid to pay for them;

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

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

George R. Joseph  
Ben Mandel  
Joe Fortes

Peter H. Brennan  
James Keenan

Edna P. Vehr  
Maurice Keenan

Joe  
Joe

Emil R. Paparella  
Joe Wood

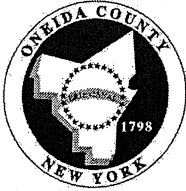
Ronald Tarrance  
Chad Davis

John Day  
William J. Goodman  
Frank D. Tallone

Phil  
Philip M. Sacco  
Joe Ann Conner  
Gerald J. Kouri

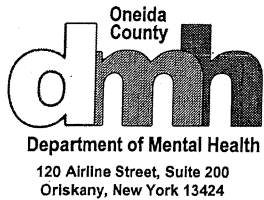
The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition.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

Dated: May 8, 2013



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

Linda M. Nelson, *Commissioner*



Phone: (315) 768-3660  
Fax: (315) 768-3670  
E-mail: mentalhealth@ocgov.net  
Web site: www.ocgov.net

FN 20 13-207

May 10, 2013

HEALTH & HUMAN SERVICES

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

**WAYS & MEANS**




Dear Mr. Picente:

I am forwarding seven (7) copies of the Purchase of Services Agreement between the Oneida County Department of Mental Health and House of the Good Shepherd, for your review and signature.

The gross amount of this Agreement is **\$51,500.00**. **No Oneida County Tax dollars are associated with this Agreement.**

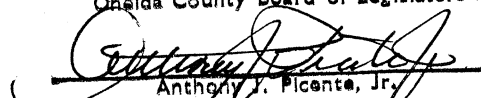
Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

  
Linda M. Nelson  
Commissioner

LMN/mb  
Encs.

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

  
Anthony J. Picente, Jr.  
County Executive

Date 5/24/13

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**CONTRACT SUMMARY**

**Name of Proposing Individual/Organization:** House of the Good Shepherd  
1550 Champlin Avenue  
Utica, NY 13502

**Title of Proposed Service/Program:** Child and Youth Short-Term Respite

**Proposed Dates of Operation:** January 1, 2013 through December 31, 2013

**Client Population/Number to be Served:** Oneida County children and youth with a serious emotional disturbance and/or severe behavioral disorder

**Summary Statements:**

**I. Narrative Description of Service/Program Performance:**

- (A) Assess and determine a suitable placement for children who are referred from Tier 1, Neighborhood Center Mobile Crisis Assessment Team and Child Guidance Clinics, Upstate Cerebral Palsy’s Community Health and Behavioral Services and hospital emergency departments.
- (B) Utilize respite beds at the Milton Ablove Children’s Shelter (MACS) or in a certified foster home.
- (C) Provide crisis intervention/diffusion services and discharge planning including emergency back-up plans necessitating a child’s removal from respite. Also provide emergency on call services to staff.
- (D) Recruit, screen, train and certify foster family boarding homes.

**II. Service/Program Objectives and Outcomes:**

Services are provided to maintain children in the community; enhance parenting skills and keep families intact. By doing so, the costs associated with residential treatment and/or institutionalization can be minimized.

**III. Service/Program Design and Staffing:**

Facility and individual Foster Families within the Oneida County

**Total Funding Requested:** \$51,500.00

- \$75.00 per day for planned respite referrals
- \$340.12 per day for institutional crisis respite
- \$150.00 per day rate for crisis foster boarding home respite
- Amounts to be pro-rated for less than 24 hours

**Oneida County Department Funding Recommendation(s):** Account #: A4310.4951

**Mandated or Non-mandated:** Mandated Preventive Service

**Proposed Funding Sources (Federal \$/State \$/County \$):** 100% State OMH \$51,500.00

**Cost Per Client Served:** See above

## AGREEMENT

**THIS AGREEMENT** by and between the County of Oneida, a municipal corporation with its Principal office at 800 Park Avenue, Utica, New York, hereinafter referred to as the "**County**" and House of the Good Shepherd, 1550 Champlin Avenue, Utica, New York 13502, hereinafter referred to as the "**Provider Agency**".

### WITNESSETH:

**WHEREAS**, the **County** through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

**WHEREAS**, Article 41 of New York State (hereinafter referred to as the "**State**") Mental Hygiene Law mandates and authorizes the **County** through its Department of Mental Health to enter into a series of Agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

**WHEREAS**, the **County** has realized a significant growth in the number of children and families in need of either planned or emergency short-term interventions lasting up to 12 weeks and/or a period of services to transition to longer-term services to address the immediate clinical and behavioral issues occurring within the home or community environment; and

**WHEREAS**, the **Provider Agency** hereby warrants that they have the proper and necessary credentials as a licensed mental health <sup>residential</sup> clinic to act as a provider and resource to and for the Oneida County Department of Mental Health; and

**NOW THEREFORE**, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2013 through December 31, 2013 or until terminated according to the stipulations contained within this contract.
2. The **Provider Agency** shall:
  - (A) Assess and determine a suitable placement for children who are referred from Tier 1, Neighborhood Center Mobile Crisis Assessment Team and Child Guidance Clinics, Upstate Cerebral Palsy's Community Health and Behavioral Services and hospital emergency departments.
  - (B) Utilize respite beds at the Milton Abelow Children's Shelter (MACS) or in a certified foster home.
  - (C) Provide crisis intervention/diffusion services and discharge planning including emergency back-up plans necessitating a child's removal from respite. Also provide emergency on call services to staff.
  - (D) Recruit, screen, train and certify foster family boarding homes.
3. The **Provider Agency** shall not be entitled to any of the benefits of an employee of the County of Oneida, such as New York State Employee's Retirement Benefits, Unemployment Insurance, Worker's Compensation, Employee's Medical, Hospital, Dental, Prescription, Optical coverage; and any other benefits that an employee of the County of Oneida normally is eligible to receive.



4. The **Provider Agency** is an independent contractor under this Agreement to perform a specialized service for the Oneida County Department of Mental Health. The **Provider Agency** further agrees to hold the County of Oneida harmless for all of their actions and warrants.

5. For the Services provided, the Oneida County Department of Mental Health will reimburse The **Provider Agency** a maximum of \$75.00 (seventy-five) per day for planned respite not to exceed \$1,500.00 (fifteen hundred) per year; \$340.12 (three hundred forty dollars and twelve cents) per day for crisis institutional respite at MACS; and \$150.00 per day rate for crisis foster boarding home respite not to exceed \$50,000.00 (fifty thousand) per year. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health, not to exceed **(\$51,500.00)** fifty-one thousand five hundred dollars per year for all services. Annexed hereto and made part here of as **Appendix A**.

6. **The Provider Agency further covenants and agrees to indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all loss or expenses that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claims for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Provider Agency and the County, their officers, agents or employees, in connection with this Agreement. In addition, the Provider Agency shall obtain and maintain comprehensive general and professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage. The County of Oneida must be named as an "Additionally Insured" as part of the Provider Agency's insurance policy. Proof of same must be provided to the County at the time of the execution of this contract. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the stipulations listed above. Failure to do may result in the immediate termination of this Agreement.**

7. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the **Provider Agency** fails to comply with legal, professional, **County** or **State** requirements for the provision of the services covered under this Agreement, or if the **Provider Agency** becomes bankrupt or insolvent or falsify their records or reports, the **County** may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the **Provider Agency**.

The **County** shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The **County** shall be responsible for payment of all claims for services provided and costs incurred by the **Provider Agency** prior to the termination of this Agreement that are pursuant to and after **Provider Agency** compliance with the terms and conditions herein.

Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of it's posting by certified mail or at the time it is delivered to the other party by messenger.

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this contract and jurisdiction and venue shall lie within the State of New York.

8. The **Provider Agency** agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any Federal Law regulating

such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Oneida County Department of Mental Health as outlined below.

It is expressly understood that as a **Provider Agency** for the Oneida County Department of Mental Health, it may and will receive confidential information from the Department of Mental Health and this information may have been received from other independent contractors and/or licensed agencies. The **Provider Agency** agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.

Accordingly, as a condition of and in consideration of access to confidential information, the **Provider Agency** promises that:

A. They will use confidential information only as needed to perform the legitimate duties as outlined above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:

1. The **Provider Agency** will only access confidential information for which there is a need to know; and
2. The **Provider Agency** will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.
3. The **Provider Agency** will not misuse confidential information or carelessly handle confidential information.

B. The **Provider Agency** will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The **Provider Agency** accepts responsibility for all activities undertaken using any access code and other authorization.

C. The **Provider Agency** will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.

D. The **Provider Agency** understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.

E. The **Provider Agency** understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Oneida County Department of Mental Health may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the **Provider Agency** will safeguard the confidentiality of all confidential information.

F. The **Provider Agency** will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the **Provider**.

9. The **Provider Agency** agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the **Provider Agency** is provided with any confidential HIV related information during the course of providing services and in accordance with 403 of Title 18 of the NYS DSS regulation and Section 2782 of the Public Health Law, they shall be informed of the penalties and fines for any redisclosure found to be in violation of New York State Law and/or Regulation.

The **Provider Agency** shall include the following written statement when disclosing any confidential HIV related Information:

**“This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further**

**disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."**

10. The **Provider Agency** agrees that as mandated reporters, all instances of suspected child abuse, neglect, and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the decision to file a report with the Central Register. The **Provider Agency** shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Child Abuse Registry.

11. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.

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

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

**COUNTY OF ONEIDA**

By: \_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

\_\_\_\_\_  
Date

By: Linda M. Nelson  
Linda M. Nelson  
Commissioner, Department of Mental Health

5-10-13  
Date

**PROVIDER AGENCY**

By: William Holicky  
William Holicky  
Executive Director  
House of the Good Shepherd

5/07/13  
Date

Approved as To Form Only:  
Oneida County Attorney:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Updated 01/01/2013

**APPENDIX A  
CONTRACT BUDGET 2013  
HOUSE OF THE GOOD SHEPHERD**

	OMH	\$51,500.00	
	OPWDD	\$0.00	
	OASAS	\$0.00	
Total State Aid			\$51,500.00
County Funds			
Voluntary Contribution ( Matched )			\$0.00
Unmatched Contribution by Agency (non-funded amt)			\$0.00
<b>TOTAL FUNDING</b>			<b>\$51,500.00</b>

## APPENDIX B

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

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

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

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

### **1. Executor or Non-Appropriation Clause.**

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and

- the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

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

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

1550 Champlin Ave.  
Utica, NY | 13502-4828

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

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



- disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

## **5. Non-Assignment Clause.**

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

## **6. Worker's Compensation Benefits.**

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

## **7. Non-Discrimination Requirements.**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

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

#### **8. Wage and Hours Provisions.**

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

#### **9. Non-Collusive Bidding Certification.**

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

#### **10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in

this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

#### **11. Identifying Information and Privacy Notification.**

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

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

#### **12. Conflicting Terms.**

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

#### **13. Governing Law.**

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

#### **14. Prohibition on Purchase of Tropical Hardwoods.**

The Contractor certifies and warrants that all wood products to be used under this Contract award will be

The logo for FEHER is written in a large, bold, black, sans-serif font. The letters are slightly slanted and have a thick, blocky appearance.

• RUBBISH REMOVAL INC. •  
RESIDENTIAL • COMMERCIAL • INDUSTRIAL • RECYCLING  
WWW.FEHERRUBBISH.COM

P.O. Box 11009 SYRACUSE, NY 13218

PHONE: 315.422.0715 FAX: 315.422.5946

April 25, 2013

Joe Rowlands

House of the Good Shepherd

116 Business Park Dr.

Utica NY 13502

RE: Dumping Locations

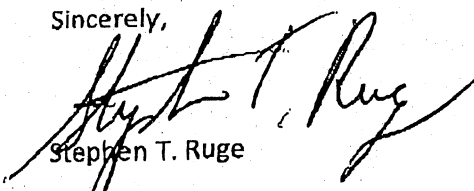
Dear Joe,

Please be advised that all trash and recycling material collected by Feher Rubbish Removal Inc. is taken to the proper locations for processing in all counties that we service. For your locations in Oneida County, the materials are delivered to the Oneida-Herkimer Solid Waste Authority plants for proper processing. Our contract with the OHSWA requires that we deliver all materials generated in Oneida and Herkimer counties to their facilities.

If you should need verification of this arrangement, Bill Rabbia of the OHSWA can verify this for you. Please feel free to contact me if you should have any other questions.

Thank you for choosing Feher Rubbish Removal Inc.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen T. Ruge".

Stephen T. Ruge

Manager, Utica Division



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: PC

DATE (MM/DD/YYYY)

05/07/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Scalzo, Zogby &amp; Wittig, Inc.</b> P.O. Box 0816 New Hartford, NY 13413 Gary D. Scalzo	315-792-0000	CONTACT NAME: <b>Pat Cotignola</b>
	315-792-4637	PHONE (A/C, No, Ext): <b>315-792-0000</b> FAX (A/C, No): <b>315-792-4637</b>
		E-MAIL ADDRESS: <b>patc@szwinsurance.com</b>
		PRODUCER CUSTOMER ID #: <b>HOUSE-1</b>
		INSURER(S) AFFORDING COVERAGE
INSURED <b>The House of The Good Shepherd</b> 116 Business Park Drive Utica, NY 13502	INSURER A : <b>Philadelphia Indemnity Ins</b>	NAIC # <b>32760</b>
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	PHPK902593	08/01/12	08/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> Contractual Liab.					PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
A	AUTOMOBILE LIABILITY		PHPK902593	08/01/12	08/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS	\$					
	UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A			WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability - Occur.		PHPK902593	08/01/12	08/01/13	EA. OCCUR 1,000,000 AGGREGATE 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Oneida County is named as an additional insured for general liability as respects the Services for Oneida County Department of Mental Health contract.

CERTIFICATE HOLDER  <b>ONEI-13</b>  <b>Oneida County</b> 800 Park Avenue Utica, NY 13501	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Gary Scalzo</i>

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# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

1045 SEVENTH NORTH STREET, LIVERPOOL, NEW YORK 13088-6186  
Phone: (315) 453-6513

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 150532199  
HOUSE OF THE GOOD SHEPHERD  
116 BUSINESS PARK DRIVE  
UTICA NY 13502

<b>POLICYHOLDER</b> HOUSE OF THE GOOD SHEPHERD 116 BUSINESS PARK DRIVE UTICA NY 13502	<b>CERTIFICATE HOLDER</b> ONEIDA COUNTY 800 PARK AVENUE UTICA NY 13501
--	---

<b>POLICY NUMBER</b> S 1407 956-0	<b>CERTIFICATE NUMBER</b> 551467	<b>PERIOD COVERED BY THIS CERTIFICATE</b> 01/01/2013 TO 01/01/2014	<b>DATE</b> 5/7/2013
--------------------------------------	-------------------------------------	---	-------------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1407 956-0 UNTIL 01/01/2014, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

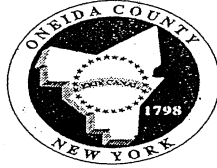
IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 01/01/2014 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE. THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790  
VALIDATION NUMBER: 865093186

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



May 16, 2013

FN 20 13 - 208

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

HEALTH & HUMAN SERVICES

**WAYS & MEANS**

Dear Mr. Picente:

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

The Purchase of Services Agreement with the Oneida County District Attorney's Office provides assessments of possible fraud referrals for prosecution.

The Oneida County District Attorney's Office receives referrals from the Department of Social Services of alleged applicant or recipient frauds and where appropriate, will prosecute or assist in the proper disposition and resolution of the same.

This Agreement is scheduled to become effective April 1, 2013 through March 31, 2014. The District Attorney's Office was paid \$ 98,267.00 for services from January 1, 2012 through December 31, 2012 with a local cost of 17.82 % or \$ 17,511.18.

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

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

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

Anthony J. Picente, Jr.  
County Executive

Date 5/21/13

5/15/13  
# 24701

Oneida Co. Department Social Services

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

Oneida County Board of Legislators  
Contract Summary

Name of Proposing Organization: Oneida County District Attorney  
235 Elizabeth Street  
Utica, New York 13501

Title of Activity or Services: Assessment of possible fraud referrals for prosecution.

Proposed Dates of Operations: April 1, 2013 through March 31, 2014

Client Population/Number to be Served: Individuals or families in receipt of or applicants for Family Assistance, Safety Net, Food Stamps Program, Medicaid, Daycare, HEAP and any Social Services entitlement programs.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

The Department will refer all cases of possible fraud to the District Attorney's office for review, prosecution and disposition as they deem appropriate.

**2). Program/Service Objectives and Outcomes -**

1. The Department will refer to the District Attorney appropriate cases of alleged applicant or recipient fraud related to any Social Services Program.
2. The District Attorney shall accept such referrals from the Department and, where appropriate, prosecute or assist in the proper disposition and resolution of same.
3. The Department shall provide the District Attorney with all pertinent information needed to complete the fraud investigation, including, but not limited to, the computation of overpayments for cases of alleged fraud.

**3). Program Design and Staffing Level -**



**Total Funding Requested:** Fees dependent on type of case:

**Oneida County Dept. Funding Recommendation:** Account #: A6010.49535

**Mandated or Non-mandated:** Mandated Service

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

Federal	52.99 % - \$ 52,071.68
State	29.19 % - \$ 28,684.14
County	17.82 % - \$ 17,511.18

**Cost Per Client Served:** Fees listed are on a case by case basis from a simple review to a trial:

- \$ 253.00 - Cases reviewed by the District Attorney's Office and sent back to the Department of Social Services for appropriate action--DCA'S Administrative Hearings, etc.,
- \$ 430.00 - Complete investigation and preparation of the filing of an Accusatory Instrument through the disposition of cases in Lower Criminal Court without a trial.
- \$ 1,148.00 - Complete investigation and preparation of the filing of an Accusatory Instrument through the disposition of cases in Lower Criminal Court including trial.
- \$ 1,089.00 - Complete investigation and preparation of the filing of an Accusatory Instrument through the disposition of cases in County Court without trial --included are Grand Jury presentations and dispositions through a Superior Court.
- \$ 2,583.00 - Complete investigation and preparation of the filing of Accusatory Instrument and Grand Jury Presentations through the disposition of cases in County Court including trial.

**Past performance Served:** The Department has contracted with the District Attorney's Office since 1992 for this service. The Department paid this provider \$ 98,267.00 for the period January 1, 2012 through December 31, 2012.

**O.C. Department Staff Comments:** The Department is not able to provide this service through the DSS Legal Department. The Department is satisfied with the provider's service.

AGREEMENT

BETWEEN

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

AND

ONEIDA COUNTY DISTRICT ATTORNEY'S OFFICE

THIS AGREEMENT, by and between Oneida County, through the ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES (hereinafter referred to as the Department), and ONEIDA COUNTY, through the ONEIDA COUNTY DISTRICT ATTORNEY'S OFFICE (hereinafter referred to as the DISTRICT ATTORNEY or contractor) is effective when signed by both parties hereto and approved by an appropriate official of the New York State Department of Social Services.

WITNESSETH:

WHEREAS, Part 399.4 of Title 18 of the Codes, Rules and Regulations of the State of New York requires the Department to refer to the District Attorney all cases wherein reasonable grounds exist to believe that fraud was committed; and

WHEREAS, Section 700 of the County Law of the State of New York requires the District Attorney to conduct all prosecutions for crimes and offenses cognizable by the courts of the County for which he shall have been elected or appointed; and

WHEREAS, New York State Department of Social Services Administrative Letter, 80-ADM-86, dated October 27, 1980, provides the standards for cooperative agreements and interagency contracts with other local governmental units for available reimbursement for prosecution of Family Assistance, Safety Net and Food Stamp Intentional Program Violations, and

WHEREAS, it is appropriate that the parties hereto enter into a written agreement setting forth their respective duties under the above-stated provisions of State and Federal Law;

NOW, THEREFORE, it is agreed and understood as follows:

1. The Department will refer to the District Attorney appropriate cases of alleged applicant or recipient fraud related to the Family Assistance, Safety Net, Food Stamp Program, Medicaid, Daycare, HEAP and any Social Services entitlement programs.

*Oneida County District Attorney's Office  
Fraud Investigation*

# 24701  
4/1/13-3/31/14

2. The District Attorney shall accept such referrals from the Department and, where appropriate, prosecute or assist in the proper disposition and resolution of same.

3. The Department shall provide the District Attorney with all pertinent information needed to complete the fraud investigation, including, but not limited to, the computation of overpayments for cases of alleged fraud.

4. The Department agrees to accrue revenue for the District Attorney for its expenditures incurred, pursuant to this Agreement, in investigating and prosecuting cases to the extent that Federal and State accrued revenue are available to the Department for such expenditures.

5. Revenues will be accrued on a case-by-case basis, with respect to each case referred by the Department, the following will apply:

- (a) Cases reviewed by the District Attorney's Office and sent back to the Department of Social Services for appropriate action--DCA'S Administrative Hearings, etc., \$ 253.00
- (b) Complete investigation and preparation of the filing of an Accusatory Instrument through the disposition of cases in Lower Criminal Court without a trial. \$ 430.00
  - (1) Complete investigation and preparation of the filing of an Accusatory Instrument through the disposition of cases in Lower Criminal Court including trial. \$ 1,148.00
- (c) Complete investigation and preparation of the filing of an Accusatory Instrument through the disposition of cases in County Court without trial --included are Grand Jury presentations and dispositions through a Superior Court information. \$ 1,089.00
- (d) Complete investigation and preparation of the filing of Accusatory Instrument and Grand Jury Presentations through the disposition of cases in County Court including trial. \$ 2,583.00

6. The District Attorney agrees to prosecute those individuals that;

- a.) Refuse to sign the Disqualification Consent Agreement after it has been accepted by the District Attorney's Office
- b.) Fail to fulfill the terms of the Disqualification Consent Agreement that has been accepted by the District Attorney's Office and signed by the client.

7. The District Attorney when prosecuting for a Family Assistance-IPV, Safety Net-IPV or Food Stamp-IPV shall insure that the defendant was advised on the record of the disqualification provisions contained in Social Services Law Section 145C and Regulations 18 New York Codes Rules and Regulations 359.9 in any court proceeding and that the order confirming Disqualification Consent Agreement is signed by the court and a copy forwarded to the Department.

(a) In the event the District Attorney does not have the order signed and a copy forwarded to the Department--the Department shall be released from its contractual obligation for reimbursement to the District Attorney for each order not signed and / or each copy not forwarded to the Department

8. This Agreement shall be effective on April 1, 2013 and shall terminate on March 31, 2014. The option to renew this Agreement under all current terms and conditions for one additional year not to exceed March 31, 2015 is at the sole discretion of the Department and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

9. The District Attorney shall not subcontract, assign, transfer, convey, or otherwise dispose of, this Agreement or the District Attorney's right, title or interest therein, or the District Attorney's power to execute this Agreement to any other person or corporation without prior written approval of the Department and subject to such conditions and provisions as the Department may deem necessary. No such approval by the Department of any subcontract, assignment, transfer conveyance or other disposition shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total agreed upon prices.

10. If and so long as Federal and State reimbursement is available therefore, the District Attorney shall furnish services to the Department in accordance with standards prescribed by the Department and by the State Department of Social Services.

11. Federal and State reimbursement will be available to the District Attorney for the increased enforcement of Family Assistance, Safety Net and Food Stamp fraud. The District Attorney may claim such reimbursement only for "eligible activity" as set forth in Section 277.15(e) of Title 7 of the Code of Federal Regulations. "Eligible activity" includes increased costs directly attributable to employees assigned specifically to Family Assistance, Safety Net and Food Stamp fraud investigations and prosecution functions, as well as appropriate indirect costs related to these functions. Such employees need not be assigned full time.

12. The District Attorney agrees to maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement.

(a) These records shall be subject at all reasonable times for inspection, review or audit by State personnel and other personnel duly authorized by the Department, as well as by Federal personnel.

(b) The District Attorney agrees to include these requirements in all subcontracts and assignments.

13. The District Attorney agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by and on forms furnished by the Department. The District Attorney agrees to include these requirements in all subcontracts and assignments.

(a). The District Attorney (or his designee) agrees to meet with the Department (the Resource Consultant or his designee), at the Department's location on the first and third Thursday of every month to review progress of pending cases and review paperwork. The District Attorney agrees to personally meet with the Department (the Resource Consultant) at least annually at the District Attorney's location to discuss services and any problems encountered.

14. The District Attorney agrees to maintain program records required by the Department and agrees that a program and facilities review, including meetings with interviewees, review of service records, and review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services may be conducted at a reasonable time by appropriate State and Federal personnel and other persons duly authorized by the Department.

15. The District Attorney agrees to maintain the confidentiality of information relating to recipients of Food Stamps, Public Assistance and care and other benefits in the State of New York in accordance with 42 USC 1396(a)(7) and 42 CFR 431.300, 42 USC 602(a)(9) and 45 CFR 205.50, 7 USC 2020(e)(8), and the New York Social Services Law, Sections 136 and 369(3) as well as other applicable provisions of Federal and New York State Law.

16. The District Attorney agrees to comply with all applicable laws, rules, regulations and other requirements of the Federal government, the Department of Health and Human Services, the United States Department of Agriculture, the State of New York, and the State Department of Social Services.

17. The District Attorney shall make available all official records relating to this operation under this agreement and to allow auditors from the Department, the State Department of Social Services, the Comptroller of the State of New York, the United States Department of Health and Human Services, and the United States Department of Agriculture to inspect, examine and audit such records. All such records maintained by and belonging to the District Attorney shall be maintained for six (6) years from the date of submission of the annual financial status report of the relevant fiscal year to which they apply.

18. Any modification, alterations or variations of this Agreement shall only be valid when they have been reduced to writing, duly signed and attached to the original of this Agreement. The parties agree to renegotiate if Federal revision of any applicable laws or regulations make changes in this Agreement necessary.

19. This Agreement may be terminated, in whole or in part, by either party, upon thirty (30) days written notice to the other party, or immediately in the event that Federal or State reimbursement for fraud investigations and prosecutions is not forthcoming or is terminated.

20. In the event this Agreement is terminated, suspended, revoked, nullified, or voided, the Department, as a settlement, agrees to process the claim and accrue the revenues for the District Attorney for services performed under this Agreement which have been completed prior to such termination, suspension, revocation, nullification, or voiding. The Department may, at its discretion, process other necessary and proper costs, which the District Attorney could not reasonably avoid, for services begun but not completed prior to termination, suspension, revocation, nullification, or voiding of this Agreement; provided such cost would have otherwise been allowable.

21. During the performance of this Agreement, the District Attorney agrees as follows:

(a) The District Attorney will not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color, or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, motion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training and retraining, including apprenticeship and on-the-job training.

(b) The District Attorney will send to each labor union or representative of workers with whom he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division for Human Rights, advising such labor union or representative of the District Attorney's Agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the District Attorney was directed to do so by the contracting agency as part of the bid or negotiation of the Agreement, the District Attorney shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of age, race, creed, sex, color, or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of those non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Agreement shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the District Attorney shall promptly notify the State Division of Human Rights of such failure or refusal.

(c) The District Attorney will post and keep posted, in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's Laws against discrimination as the State commissioner of Human Rights shall determine.

(d) The District Attorney will state, in all solicitations

or advertisements for employees placed by or on behalf of the District Attorney, that all qualified applicants will be afforded equal opportunities without discrimination because of age, race, creed, sex, color or national origin.

(e) The District Attorney will comply with the provisions of the Civil Rights Act of 1964, as amended by Executive Order 11246, 41 CFR Part 60, Section 504 of the Rehabilitation Act of 1973 and 45 CFR Parts 84 and 85.

(f) This Agreement may be forthwith canceled, terminated, or suspended, in whole or in part, by the Department, upon the basis of a finding made by the State Commissioner of Human Rights that the District Attorney has not complied with these non-discrimination clauses, and the District Attorney may be declared ineligible for further Agreements made by or on behalf of the State or a public authority or agency of the State, until he satisfies the Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division for Human Rights have failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the State Division for Human Rights, notice thereof has been given to the District Attorney and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights or his designee. Such sanctions may be imposed and remedies invoked independently of, or in addition to, sanctions and remedies otherwise provided by law.

(g) The District Attorney will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The District Attorney will take such action in enforcing such provisions of such subcontract or purchase order as the Department may direct, including sanctions or remedies for non-compliance. If the District Attorney becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the District Attorney shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

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.



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.

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Date: \_\_\_\_\_

Oneida County Executive: \_\_\_\_\_

Anthony J. Picente Jr., Oneida County Executive

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Approved as to Form \_\_\_\_\_

Oneida County Attorney

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Date: \_\_\_\_\_

Oneida County Department of Social Services: \_\_\_\_\_

Lucille A. Soldato, Commissioner

\*\*\*\*\*

Date: 5/6/2013

Agency: \_\_\_\_\_ Oneida County District Attorney's Office

Authorized Signature: [Handwritten Signature]

Print Authorized Name: SCOTT D. McNamara

Title: Oneida County District Attorney

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APPENDIX A

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

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
  - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
  - (b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
  - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
  - (d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
    - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
    - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
  - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

- (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.
  - (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
  - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
  - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
  - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
  - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified

applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

- \* (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.
  - \* (e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.
  - \* (f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.
- VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.
- VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto

certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

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**\*\*Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B  
STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL  
SERVICES CONTRACTS

Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
  - a. By certified or registered United States mail, return receipt requested;
  - b. By Facsimile transmission;
  - c. By personal delivery;
  - d. By expedited delivery service; or
  - e. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving

fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

#### Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

#### GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the

staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
  - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
  - Opinions prepared by consultant law firms construing the statues of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
  - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the



performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that he Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
  - a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
  - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
  - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
  - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
  - e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by the Department that the contractor is a non-responsible vendor or, if the contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the contractor is a non-responsible vendor include:

- The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
- The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
- The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
- The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
- The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:  
[http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/wc\\_db\\_exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of

religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance

## REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

## CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the

Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

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

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

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

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

d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services  
Contract Administration Office, 4<sup>th</sup> Floor  
800 Park Ave  
Utica, New York, 13501

## PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

#### PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

#### TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the

Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

#### CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the



contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to:

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to, notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion of the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

#### FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

#### ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of

the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insured and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

## RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

#### COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

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

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attests he has not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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

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

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

Oneida County District Attorney's Office  
NAME OF CONTRACTED AGENCY

Scott D. McNamara, Oneida County District Attorney  
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Scott D. McNamara  
SIGNATURE

5/6/2013  
DATE

**Oneida County Department of Social Services  
Contractor and Contract Staff  
Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of \_\_\_\_\_, (the  
Name of Contract Agency

“Service Provider”), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Created 4-24-12

**ADDENDUM**

THIS ADDENDUM, entered into on this 1st day of April 2013, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

**1. Executor or Non-Appropriation Clause.**

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

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

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

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

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

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

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

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

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

1. The Contractor certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

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

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.



- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
      2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

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

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

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- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

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

**6. Worker's Compensation Benefits.**

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

**7. Non-Discrimination Requirements.**

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

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

#### **8. Wage and Hours Provisions.**

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

#### **9. Non-Collusive Bidding Certification.**

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

#### **10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity

authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

#### **11. Identifying Information and Privacy Notification.**

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

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

#### **12. Conflicting Terms.**

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

**13. Governing Law.**

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

**14. Prohibition on Purchase of Tropical Hardwoods.**

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

#### **17. Audit**

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

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

#### **18. Certification of compliance with the Iran Divestment Act.**

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

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



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

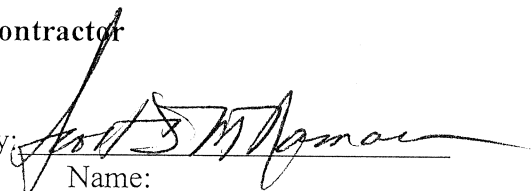
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears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

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

**County of Oneida**

**Contractor**

By: \_\_\_\_\_

By:  \_\_\_\_\_  
Name:

Oneida County Executive

Approved as to Form only

\_\_\_\_\_  
Oneida County Attorney



**Oneida County**

**Office for the Aging & Continuing Care**

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

**Michael J. Romano**  
Director

120 Airline Street-Suite 201 Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail. ofa@ocgov.net

May 2, 2013

FN 20 13-204

**PUBLIC WORKS**  
**WAYS & MEANS**



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

Dear Mr. Picente:

I am submitting the 2013 – 2014 Annual Implementation Plan (AIP) for Oneida County Office for the Aging/Office of Continuing Care, for your review and approval.

This document contains both narrative and budget pages essential for the Oneida County Office for the Aging/Office of Continuing Care funding application to the New York Office for the Aging (NYSOFA).

The total amount of this contract is \$6,131,528.00 with \$2,941,355.00 (Federal); \$1,623,168.00 (State); \$388,773.00 (County) and \$1,178,232.00 (Other).

If you have any questions regarding this Agreement, I am available at your convenience.

Sincerely,

Michael J. Romano  
Director

MJR/mac

Enc.

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

Anthony J. Picente, Jr.  
County Executive

Date 5/28/13

Oneida County Department: Office for the Aging

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization :** (NYSOFA) New York State Office for the Aging

**Title of Activity or Service:** AIP (Annual Implementation Plan)

**Proposed Dates of Operation:** April 1, 2013 - March 31, 2014

**Client Population/ Number to be Served :** 12,000

**SUMMARY STATEMENTS**

1. Narrative Description of Proposed Services

Oneida County Office for the Aging/ Office of Continuing Care funding application to the New York State Office for the Aging (NYSOFA)

2. Program/Service Objectives and Outcomes

This document, including applications and attachments, fulfills the "Area Plan" requirements under the Older Americans Act, as amended, and the "County Plan" requirement under Section 214 of the New York State Elder Law.

3. Program Design and Staffing Level

N/A

Total Funding Requested: \$ 6,131,528.00

Oneida County Department Funding Recommendation:

Proposed Funding Source: Account:

(Federal \$ 2,941,355.00 / State \$ 1,623,168.00 / County \$ 388,773.00 / Other \$1,178,232.00)

Cost per Client Served: N/A

Past Performance Data:

Oneida County Department Staff Comments:

AAA: _____
Original Date Submitted: _____
Date Revised: _____
Date Last Saved: _____ Last Saved By: _____

**PLAN REVIEW AND APPROVAL**

Must be signed by the area agency director (and the sponsoring agency executive if the area agency is not part of county/City of New York/Native American Organization).

I hereby submit for approval the Annual Implementation Plan (hereafter referred to as the Plan) for the Older Americans Act and New York State Programs for the Elderly and the applications for funding indicated below:

Program	Program Period	Program Applied For
Title III-B	_____ to _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Title III-C	January 1, 2013 to December 31, 2013	<input type="checkbox"/> Yes <input type="checkbox"/> No
Title III-D	January 1, 2013 to December 31, 2013	<input type="checkbox"/> Yes <input type="checkbox"/> No
Title III-E	January 1, 2013 to December 31, 2013	<input type="checkbox"/> Yes <input type="checkbox"/> No
EISEP	April 1, 2013 to March 31, 2014	<input type="checkbox"/> Yes <input type="checkbox"/> No
CSE	April 1, 2013 to March 31, 2014	<input type="checkbox"/> Yes <input type="checkbox"/> No
CSI	April 1, 2013 to March 31, 2014	<input type="checkbox"/> Yes <input type="checkbox"/> No
SNAP	April 1, 2013 to March 31, 2014	<input type="checkbox"/> Yes <input type="checkbox"/> No
Transportation	April 1, 2013 to March 31, 2014	<input type="checkbox"/> Yes <input type="checkbox"/> No
CRC	April 1, 2013 to March 31, 2014	<input type="checkbox"/> Yes <input type="checkbox"/> No
HIICAP	April 1, 2013 to March 31, 2014	<input type="checkbox"/> Yes <input type="checkbox"/> No
WRAP	April 1, 2013 to March 31, 2014	<input type="checkbox"/> Yes <input type="checkbox"/> No

I agree to comply with all applicable federal, state and local laws and regulations, program standards, and standard assurances which affect any funds, (including matching funds and program income) used for programs described in this Plan. Furthermore, I agree to comply with all attachments submitted as part of this Plan and indicated on Page 34.

I certify that the information contained on the Priority Services Schedule (Attachment B) is true and correct.

I also certify that this organization is not currently suspended or debarred as defined in 45 CFR part 76.

M. J. [Signature] \_\_\_\_\_ Date 5/2/13

\_\_\_\_\_  
Signature of the Chief Officer of the Governing Body of the Sponsoring Organization Date  
(if other than county/City of New York/Native American Organization)

**LOCAL GOVERNMENT EXECUTIVE REVIEW AND APPROVAL**

Must be signed ONLY if the area agency intends to apply for Community Services for the Elderly Program or Expanded In-home Services for the Elderly Program state aid pursuant to the New York State Elder Law.

I, Anthony J. Picente, Jr. being the Chief Executive Officer/Chairman of the Governing Board of this Oneida County (county/City of New York/Native American Organization), do hereby certify that:

1. The Oneida County OFA/OCC, an area agency on aging established pursuant to the Older Americans Act of 1965, as amended, has been duly designated by me pursuant to New York State Elder Law §214.

- Community Services for the Elderly Program
- Expanded In-home Services for the Elderly Program.

2. This Plan for the Older Americans Act and New York State Community Services for the Elderly and/or Expanded In-home Services for the Elderly Programs, pursuant to New York State Elder Law, is hereby approved for submission to the New York State Office for the Aging.

\_\_\_\_\_  
Signature (Use ink. "per" signature not acceptable) Date \_\_\_\_\_

Approved as to Form Only  
Assistant County Attorney  
By: Raymond F. Bara  
Raymond F. Bara  
Assistant County Attorney

**ANNUAL IMPLEMENTATION PLAN  
APRIL 1, 2013 - MARCH 31, 2014  
FOR OLDER AMERICANS ACT  
NEW YORK STATE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM,  
COMMUNITY SERVICES FOR THE ELDERLY PROGRAM,  
CONGREGATE SERVICES INITIATIVE, STATE TRANSPORTATION PROGRAM,  
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM,  
CAREGIVER RESOURCE CENTER,  
HEALTH INSURANCE INFORMATION COUNSELING AND ASSISTANCE PROGRAM, AND  
WEATHERIZATION REFERRAL AND PACKAGING PROGRAM**

This document, including applications and attachments, fulfills the "Area Plan" requirements under the Older Americans Act, as amended, and the "County Plan" requirement under Section 214 of the New York State Elder Law.

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Area Agency on Aging (AAA): Oneida County Office for the Aging/Continuing Care                      County Code: 30  
Director's Name: Michael J. Romano Title: Director  
Address: 120 Airline Street Suite 201  
City: Oriakany , New York Zip Code: 13424  
Phone Area Code: 315 Number: 768 - 3641 Ext.

---

**For County/City of New York/Native American Organization**

Name and Title of Chief Executive Officer: Anthony J. Picente, Jr Title: County Executive  
Address: 800 Park Avenue  
City: Utica, New York Zip Code: 13501  
Phone Area Code: 315 Number: 798 -5800 Ext.

**OR**

**If other than County/City of New York/Native American Organization**

Name of the Sponsoring Organization:  
Name of the Chief Officer of the Governing body of the Sponsoring Organization: Title:  
Address:  
City: , New York Zip Code:  
Phone Area Code: Number: - Ext.

---

**Official Authorized to Receive Payments on behalf of the AAA**

Name: Anthony Carvelli Title: Finance Commissioner  
Address: 800 Park Avenue  
City: Utica, New York Zip Code: 13501  
Phone Area Code: 315 Number: 798 - 5798 Ext.

---

**Send to:  
New York State Office for the Aging  
Division of Finance and Administration  
2 Empire State Plaza, 3rd Floor  
Albany, NY 12223-1251**

**GOALS**

**Please check below the status of the goals/objectives that were listed in the AAA's 2008-12 Four Year Plan.**

There is no change in the AAA's goals and objectives.

---

The following goal(s) and objectives have been changed or added. Please list:

The following goal(s) have been met and has/have been deleted. Please list:

**Demographic Data and Targeting Objectives**

	A. 2000 Census*	B. Total Number: Registered Clients	C. Number Registered Clients to be Served**
<b>1. Total number of persons aged 60+ in the PSA (Planning and Service Area):</b>	48,607	3,658	
<b>2. Total number of persons projected to be served under this plan during the period 4/1/2012-3/31/2013:</b>			11,800
<b>3. ** Please provide a breakdown for the total on line 2 as follows:</b>			
<b>a)Low Income (below 150% of poverty)</b>	8,440	482	3,000
<b>b)Low Income Minority (below 150% of poverty)</b>	625	50	298
<b>c)Frail/Disabled</b>	13,912	667	4,800
<b>d)Aged 75-84</b>	20,478	1,139	3,100
<b>e)Aged 85+</b>	5,436	1,222	2,000
<b>f)Live Alone</b>	13,683	1	4,000
<b>g)Rural***</b>	14,439		3,100
<b>h)Limited English Proficiency***</b>	780		200
<b>Clients by Ethnicity</b>			
<b>i)Hispanic</b>	317	63	90
<b>Clients by Race</b>			
<b>j)Native American/Alaskan Native</b>	49	1	15
<b>k)Asian</b>	252	11	78
<b>l)Black</b>	1,017	131	300
<b>m)White Hispanic</b>		63	45
<b>n)White not Hispanic</b>	46,733	3,431	45
<b>o)Native Hawaiian/Pacific Islander</b>	7	0	5
<b>p)Other Race</b>	224	1	5
<b>q)2 or More Races</b>		0	3

\* The pre-printed census figures (Column A) and Client data (Column B) are only provided on the web-based version of this form. Registered clients are those receiving a Cluster 1 or Cluster 2 service.

\*\* Targeted groups include those unserved and underserved older adults in greatest social or economic need, particularly those who are low income, low income minorities, rural residents, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.).

\*\*\*Please see Guide for Completion (Guide) for definitions of Rural and Limited English Proficiency.

4. a. Specify the planned targeting activities for the 2013-14 period that are designed to increase participation of unserved and underserved older adults in greatest social or economic need, particularly those older adults who are: low income, low income minorities, rural residents, older adults with limited English proficiency, Native Americans, those at risk of institutionalization, and frail older adults/persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.).

The following targeting strategies will be implemented to achieve the requirements set forth for Oneida County office for the Aging/Continuing Care during the four year plan period of 2012/2015 Program Oneida County Office for the Aging/Continuing Care has developed an outreach and program education. The plan incorporates a calendar of scheduled activities and mailings to selected aging and culturally diverse community stakeholders. The plan will be coordinated and monitored by the Office for the Aging/Continuing Care Advisory/LTCC and NY Connects Specialist who will work with Council members to achieve these goals. The 2013/14 OFA/OCC/NY Connects outreach-program publicity packet will include but not be limited to the following items: • Cover letter explaining Mission, Intake-POE, Services and Programs, access. • OFA/OCC/POE high quality, professionally designed wall poster • OFA/OCC/POE general brochures • OFA/OCC/POE pens and/or other materials with Agency logo and contact information. • Translated outreach printed material (as needed) OFA/OCC 2013 Targeting Plan Mailing Schedule: January- Senior Centers February- Hospitals; Home care agencies March- Selected minority and culturally diverse organizations April- Nursing Homes, Assisted Living Facilities, Adult Homes May- Senior and public housing complexes June- Minority and culturally diverse churches and congregations July- Businesses located in rural and suburban areas (northern, southern, and western portions of Oneida County) August- Mental health agencies and subcontractors, Developmental Disabilities Organizations September- Business located in urban minority area in the cities of Utica and Rome October- Physicians' offices November- Veterans organizations - Rome VA Clinic, Syracuse VA Medical Center, Local American Legions, VFW Posts and County Veterans Service Agency December- Caregivers; support and health education organizations i.e. Heart Association; Arthritis Foundation; Cancer Society; and miscellaneous support groups. System: Office for the Aging/Continuing Care/NYConnects plans to continue to coordinate our efforts with the Mohawk Valley Center for Refugees as per prior year. OFA/OCC will schedule staff trainings several agencies including, but not limited to, Central New York Association for the Blind and Visually Impaired (CABVI), Mohawk Valley Refugee Center, and the Multi-Cultural Association of Medical Interpreters (MAMI) of CNY, Inc. Client: The Office will continue to provide current, accurate, and unbiased information and assistance to all Oneida County residents, caregivers, and service providers. An updated resource listing will be maintained and provided upon request. NYConnects staff will diligently update information to the pending NYS Resource Directory. NYConnects Long Term Care Specialists, OFA/OCC management staff, Program Coordinators, and Case Managers will provide community presentations throughout the year as well as participate and sponsor Local Health Fairs.

4. b. If the AAA did not achieve targeting objectives set forth in its 2012-13 Plan, specifically describe how the AAA will modify its targeting activities in 2013-14 to improve its efforts to reach older adult cohort (as described above) for which the goal was not achieved. (In determining whether past targeting objectives were achieved, see QUARTERLY STATUS REPORT - Demographic Information - 36A). For information on NYSOFA's Equal Access and Targeting policies, refer to Program Instruction 12-PI-08.)

For those targeting objectives that were not achieved the Oneida County Office for the Aging/Continuing care plans to initiate the following activities: a) Office for the Aging/Continuing Care will continue to utilize the services of Mohawk Valley Refugee Center, Translation Help, and the Multi-Cultural Association of Medical Interpreters (MAMI) of CNY, Inc. to translate each of the OFA/OCC program brochures and fliers into several non-English versions. The brochures will be sent to civic groups, community organizations, and service providers connected with the underserved populations. b) This will be accomplished by collaborating with members of boards of directors of its subcontract agencies, senior centers and other health and human service agencies located throughout Oneida County. OFA/OCC will work to determine where gaps exist in serving non-English speaking and culturally diverse community residents and develop comprehensive targeting strategies for the entire local aging network. c) The Office for the Aging/Continuing Care Advisory/Long Term Care Council will analyze available data of demographic and service provision statistics to determine additional targeting strategies to be implemented. The goal of the data analysis is to increase outreach efforts and service delivery for non-English speaking and culturally diverse elders and individuals with special needs.

5. Specify how the AAA plans to provide outreach and language accessibility to persons with limited English proficiency who may seek services (e.g., contracted interpreter/translator, community organization links for translation, interpretation services, language interpretation phone line, etc.) Include the name and contact information for the telephonic interpretation service that the AAA has established as required by 12-PI-08 (See Guide for further information.)

Oneida County Office for the Aging/Continuing Care plans to continue to utilize interpretation services of community based interpreter organizations to perform outreach and language accessibility services for non-English speaking persons and families living in Oneida County. Office for the Aging/Continuing Care coordinates with Translation Help in New Hartford New York. Translation Help provides interpretation services for Russian and Ukrainian speaking persons. Translation Help will assist with issues involving the US Department of Home Land Security in Albany New York, Upstate Medical University in Syracuse and all hospitals located in Oneida County. The services of Multicultural Association of Medical Interpreters of Central New York, Inc. (MAMI) are also utilized for translation and interpreter services. MAMI of Syracuse New York provides telephonic interpreting; medical/legal translating of consumer documents, and in-person spoken language interpreting on-site. Additionally, Oneida County Office for the Aging/Continuing Care also uses the services of the Mohawk Valley Resource Center for Refugees, Inc. located in Utica New York. The Mohawk Valley Resource Center for Refugees will accompany OFA/OCC case managers and nurses on home visits to provided interpretation and translation services for non-English speaking persons.



RESOURCE INVENTORY

Agency/Organization	Services Provided	Estimated Dollar Value	Current Subcontractor?
Acacia Home Care	Certified Home Health Agency	0.00	[ ]
Acacia Licensed Home Care Company	Licensed Home Care Agencies	0.00	[ ]
Active Day Seniors Program/Lutheran Care	Adult Day Care	0.00	[√ ]
Adirondack Manor Home	Adult Homes Assisted Living	0.00	[ ]
Adirondak Manor Home Care Agency	Licensed Home Care Agencies	0.00	[ ]
Adrean Terrace Apartments	Housing/Apartments	0.00	[ ]
Algonquin Apartments	Housing/Apartments	0.00	[ ]
ALLTEL	Lifeline - PERS	0.00	[ ]
Alzheimers Association of CNY	Caregiver Support Group	0.00	[√ ]
Angel Care	Companion Agencies	0.00	[ ]
Apartment Connections	Housing/Apartments	0.00	[ ]
ARC Advocacy & Ser. for People with Disabilities	Employment Training	0.00	[ ]
Augusta Presbyterian Church	Multi purpose service centers and focal points	0.00	[ ]
Ava Dorfman Center	Multi purpose senior centers and focal points	0.00	[√ ]
Ava Dorfman Senior Center		0.00	[√ ]
Ava Dorfman Senior Center	Caregiver Support Group	0.00	[ ]
Ava Dorfman Senior Center/SADC	Adult Day Care	0.00	[√ ]
Barneveld Medical Center	Hospitals/Clinics	0.00	[ ]
Barneveld Seniors-Singing Hills Seniors	Multi purpose senior centers and focal points	0.00	[ ]
Behr's Homecare LLC	Companion Agencies	0.00	[ ]

RESOURCE INVENTORY

Agency/Organization	Services Provided	Estimated Dollar Value	Current Subcontractor?
Bethany Gardens Skilled Living Center	Caregiver Support Group	0.00	[ ]
Bethany Gardens Skilled Living Center	Nursing Home	0.00	[ ]
Betsy Ross Nursing Home	Nursing Home	0.00	[ ]
Boonville Family Clinic	Hospitals/Clinics	0.00	[ ]
Boonville Health Center	Hospitals/Cinics	0.00	[ ]
Boonville Housing Authority	Housing/Apartments	0.00	[ ]
Boonville United Methodist Church	Multi purpose senior centers and focal points	0.00	[ ]
Brandegge Garden Apartments	Housing/Apartments	0.00	[ ]
Bridgewater Town Hall	Multi purpose senior centers and focal points	0.00	[ ]
Brook Apartments	Housing/Apartments	0.00	[ ]
Brookdale Senior Living at Clarebridge	Caregiver Support Group	0.00	[ ]
Buck Property Management	Housing/Apartments	0.00	[ ]
Burleigh Apartment	Housing/Apartments	0.00	[ ]
Camden Apartments	Housing/Apartments	0.00	[ ]
Candlewyck Apartments	Housing/Apartments	0.00	[ ]
Care Givers	Licensed Home Care Agencies	0.00	[√ ]
Caregiver Support Group Parish Nurse Ministry	Caregiver Support Group	0.00	[ ]
Caregivers	Companion Agencies	0.00	[ ]
Cathie-Lee Home Care, LLC	Licensed Home Care Agencies	0.00	[√ ]
Cedarbrook Apts	Housing/Apartments	0.00	[ ]

RESOURCE INVENTORY

Agency/Organization	Services Provided	Estimated Dollar Value	Current Subcontractor?
Cedarbrook at Sitrin Community	Assisted Living	0.00	[ ]
Central NY Parkinson's Support Group	Caregiver Support Group	0.00	[ ]
Chancellor Apartment	Housing/Apartments	0.00	[ ]
Charles T. Sitrin Health Care Center	Nursing Home	0.00	[ ]
Christopher Community, Inc.	Housing/Apartments	0.00	[ ]
City of Oneida Housing Authority	Housing/Apartments	0.00	[ ]
City of Utica Section 8 Housing	Housing/Apartments	0.00	[ ]
Clare Bridge Clinton	Adult Home	0.00	[ ]
Clinton House	Housing/Apartments	0.00	[ ]
Clinton Manor Apartments	Housing/Apartments	0.00	[ ]
Colonial Apartment 1	Housing/Apartments	0.00	[ ]
Colonial Apartment 2	Housing/Apartments	0.00	[ ]
Colonial Square Apartments	Housing/Apartments	0.00	[ ]
Comfy Care	Companion Agencies	0.00	[ ]
Comm. Health & Behavioral Servs. Psychiatric Serv	Hospital/Clinics	0.00	[ ]
Community Health & Behavioral Serv. Primary Care	Hospitals/Clinics	0.00	[ ]
Community Recovery Center for Rome Hospital	Hospitals/Clinics	0.00	[ ]
Compassionate Elder Care.LLC	Companion Agencies	0.00	[ ]
Compson, Eannace,Pierro Law Group LLC.	Elder Law Attorney	0.00	[ ]
Country Club Courts	Housing/Apartments	0.00	[ ]

RESOURCE INVENTORY

Agency/Organization	Services Provided	Estimated Dollar Value	Current Subcontractor?
D. Victor Pelligrino, ESQ	Elder Law Attorney	0.00	[ ]
Deaf Interp./RCIL	Hospitals/Clinics	0.00	[ ]
Deerfield Town Hall	Multi purpose senior centers and focal points	0.00	[ ]
East Shore Apartments	Housing/Apartments	0.00	[ ]
Eastern Star Campus	Housing/Apartments	0.00	[ ]
Eastern Star Home & Infirmary	Nursing Homes	0.00	[ ]
Elder Companions	Companion Agencies	0.00	[ ]
Empower NY	Home Repair/Weatherization	0.00	[ ]
Estate Planning Law Center	Elder Law Attorney	0.00	[ ]
Family Home Care	Licensed Home Care Agencies	0.00	[√ ]
Faxton/St. Lukes Health Care Faxton Campus	Hospitals/Clinics	0.00	[ ]
Forestport Town Hall	Multi purpose senior centers and focal points	0.00	[ ]
FX Matt Apartments	Housing/Apartments	0.00	[ ]
Genesee Towers Apartments	Housing/Apartments	0.00	[ ]
Georgian Court Apartments	Housing/Apartments	0.00	[ ]
Gilmore Village	Housing/Apartments	0.00	[ ]
Giruzzi Law Offices	Elder Law Attorney	0.00	[√ ]
Harding Nursing Home	Nursing Homes	0.00	[ ]
Health Care Monitoring	Lifeline - PERS	0.00	[√ ]
Heritage Health Care Center	Nursing Homes	0.00	[ ]

RESOURCE INVENTORY

Agency/Organization	Services Provided	Estimated Dollar Value	Current Subcontractor?
Highland Court	Housing/Apartments	0.00	[ ]
Hillside Gardens	Housing/Apartments	0.00	[ ]
Historical Park Apartments	Housing/Apartments	0.00	[ ]
Holland House Apartments	Housing/Apartments	0.00	[ ]
Home Helpers - Direct Link	Companion Agencies	0.00	[ ]
Housing Visions Consultants	Housing/Apartments	0.00	[ ]
HTC Human Technologies Coporation	Employment Training	0.00	[ ]
Humphrey Garden Apartments	Housing/Apartments	0.00	[ ]
Independence Care	Companion Agencies	0.00	[ ]
Intercostals Group of Properties/Six Nations	Housing/Apartments	0.00	[ ]
Johnson Park Apartments	Housing/Apartments	0.00	[ ]
Katherine Luther Home	Nursing Homes	0.00	[ ]
Kennedy Plaza Apartments	Housing/Apartments	0.00	[ ]
Kirkland Senior Center	Multi purpose senior centers and focal points	0.00	[ ]
Kortenaer Village	Housing/Apartments	0.00	[ ]
Lee Center Town Hall	Multi purpose senior center and focal points	0.00	[ ]
Legal Aid Society of Mid New York	Elder Law Attorney	0.00	[√ ]
Liberty Gardens	Housing/Apartments	0.00	[ ]
Lillian Y. Cooper Memorial Apartments	Housing/Apartments	0.00	[ ]
Lincare Inc.	Medical Equipment	0.00	[ ]

RESOURCE INVENTORY

Agency/Organization	Services Provided	Estimated Dollar Value	Current Subcontractor?
Lincare Inc.	Medical Equipment	0.00	[ ]
Lincare of New York, Inc	Licensed Home Care Agencies	0.00	[ ]
Link 4 Life	Lifeline - PERS	0.00	[√ ]
Loretto Family Practice Center	Hospitals/Clinics	0.00	[ ]
Loretto Utica Center	Enriched housing/Assisted Living Program	0.00	[ ]
Loretto Utica Center	Nursing Homes	0.00	[ ]
Loretto Utica/Adult Day Care Program	Adult Day Care	0.00	[ ]
Loretto-Utica Home Care	Licensed Home Care Agencies	0.00	[ ]
Lutheran Care - corporate	Housing/Apartments	0.00	[ ]
Lutheran Home of Central New York	Adult Home	0.00	[ ]
Macartovin Apartments	Housing/Apartments	0.00	[ ]
Madison Plaza Apartments	Housing/Apartments	0.00	[ ]
Marcy Seniors Town Hall	Multi purpose senior centers and focal points	0.00	[ ]
Margaret Knamm Apartments	Housing/Apartments	0.00	[ ]
Marian Medical Imaging Center	Hospitals/Clinics	0.00	[ ]
Marino-Ruggerio	Housing/Apartments	0.00	[ ]
Mark Wolber, ESQ.	Elder Law Attorney	0.00	[ ]
Martin Luther Nursing Home	Nursing Homes	0.00	[ ]
Mary D. Buck Apartments	Housing/Apartments	0.00	[ ]
Masonic Home - Wiley Hall	Adult Home/Assisted Living	0.00	[ ]

RESOURCE INVENTORY

Agency/Organization	Services Provided	Estimated Dollar Value	Current Subcontractor?
Masonic Home and Health Facility		0.00	[ ]
Masonic Home and Health Facility	Nursing Homes	0.00	[ ]
Maxim of New York, LLC	Licensed Home Care Agencies	0.00	[ ]
May Flower Apartments	Housing/Apartments	0.00	[ ]
Medical Answering Services, LLC	Lifeline - PERS	0.00	[ ]
Michael Cancilla, ESQ.	Elder Law Attorney	0.00	[ ]
Michael Walsh Homes	Housing/Apartments	0.00	[ ]
Mill Stream Manor Apartments	Housing/Apartments	0.00	[ ]
Mohawk Gardens Community	Housing/Apartments	0.00	[ ]
Mohawk Hospital Equipment	Meidcal Equipment	0.00	[ ]
Mohawk Valley Apartments	Housing/Apartments	0.00	[ ]
Mohawk Valley Community Action/Weatherization Prog	Home Repair/Weatherization	0.00	[ ]
Mohawk Valley Home Care	Medical Equipment	0.00	[ ]
Mohawk Valley Home Care, LLC	Licensed Home Care Agencies	0.00	[ ]
Mt. Carmel Apartments	Housing/Apartments	0.00	[ ]
Mt. Vernon Apartments	Housing/Apartments	0.00	[ ]
Municipal Housing Authority Program	Home Repair/Weatherization	0.00	[ ]
Municipal Housing Authority-City of Utica	Housing/Apartments	0.00	[ ]
N.D. Peters	Housing/Apartments	0.00	[ ]
Neighborhood Center Kindred Hearts	Caregiver Support Group	0.00	[ ]

RESOURCE INVENTORY

Agency/Organization	Services Provided	Estimated Dollar Value	Current Subcontractor?
Neighborhood Center Kindred Hearts - Rome	Caregiver Support Group	0.00	[ ]
Neighborhood Improvement Program of Rome	Home Repair/Weatherization	0.00	[ ]
New Carriage House Apartments	Housing/Apartments	0.00	[ ]
New Hartford Dining & Activity Center	Multi purpose senior centers and focal points	0.00	[ ]
New York Mills Senior Center	Housing/Apartments	0.00	[ ]
New York Mills Senior Center	Multi purpose senior centers and focal points	0.00	[ ]
NLRC National Legal Resource Center	Elder Law Attorney	0.00	[ ]
North Utica Medical Center	Hospitals/Clinic	0.00	[ ]
North Utica Senior Center	Multi purpose senior centers and focal points	0.00	[√ ]
Noyes Manor	Housing/Apartments	0.00	[ ]
Nunn's Hospital Equipment	Medical Equipment	0.00	[ ]
NYSERDA	Home Repair/Weatherization	0.00	[ ]
OFA/OCC Caregiver Support Group@N Utica Comm. Ctr	Caregiver Support Group	0.00	[√ ]
Olbiston Apartments	Housing/Apartments	0.00	[ ]
Old Carriage House Apartments	Housing/Apartments	0.00	[ ]
Oliver Apartments	Housing/Apartments	0.00	[ ]
Oneida County Bldg. - Utica	Multi purpose senior centers and focal points	0.00	[ ]
Oneida County Health Department	Hospitals/Clinics	0.00	[ ]
Oneida County Office Bldg. - Rome	Multi purpose senior centers and focal points	0.00	[ ]
Oneida Health Care Center	Hospitals/Clinics	0.00	[ ]



RESOURCE INVENTORY

Agency/Organization	Services Provided	Estimated Dollar Value	Current Subcontractor?
Oneida Health Care Center - Extended Care	Nursing Homes	0.00	[ ]
Oxford Home Care Services, Inc	Licensed Home Care Agencies	0.00	[ ]
Oxford Towne Apartments	Housing/Apartments	0.00	[ ]
Paris Town Hall	Multi purpose senior centers and focal points	0.00	[ ]
Park Drive Manor I-II	Housing/Apartments	0.00	[ ]
Parkway Senior Center	Multi purpose senior centers and focal points	0.00	[ ]
Pathstone Corporation	Employment Training	0.00	[ ]
Peretta Twin Tower Apartments	Multi purpose senior centers and focal points	0.00	[ ]
Peretta Twin Towers	Housing/Apartments	0.00	[ ]
Pounder Hall	Housing/Apartments	0.00	[ ]
Pounder Hall, Inc. Eastern Star Home	Enriched Housing	0.00	[ ]
Presbyterian - Home Care	Licensed Home Care Agencies	0.00	[ ]
Presbyterian Residential Community	Adult Home/Assisted Living Program	0.00	[ ]
Presbyterian Residential Community - SADC	Adult Day Care	0.00	[√ ]
Presbyterian Residential Community, Inc MADC	Adult Day Care	0.00	[ ]
Preswick Glen	Housing/Apartments	0.00	[ ]
Primecare Clinic	Hospitals/Clinics	0.00	[ ]
Radley & Rheinhardt PC	Elder Law Attorney	0.00	[ ]
RCIL Adult Day Service - Sail	Multi purpose senior centers and focal points	0.00	[√ ]
RCIL Center for Independent Living	Employment Training	0.00	[ ]

RESOURCE INVENTORY

Agency/Organization	Services Provided	Estimated Dollar Value	Current Subcontractor?
RCIL Resource Center for Independent Living	Caregiver Support Group	0.00	[ ]
Rescue Mission	Housing/Apartments	0.00	[ ]
Resource Center for Independent Living	Consumer Directed Care	0.00	[ ]
Resource Center for Independent Living (RCIL)	Medical Equipment	0.00	[ ]
Resource Center for Independent Living - SADC	Adult Day Care	0.00	[ ]
Response Link of CNY	Lifeline - PERS	0.00	[√ ]
Rome Home	Adult Home	0.00	[ ]
Rome Housing Authority	Housing/Apartments	0.00	[ ]
Rome Mall Apartments	Housing/Apartments	0.00	[ ]
Rome Memorial Hospital	Hospitals/Clinics	0.00	[ ]
Rome Towers	Housing/Apartments	0.00	[ ]
Ropewalk Apartments	Housing/Apartments	0.00	[ ]
Rose Garden Apartments of Rome, Inc.	Housing/Apartments	0.00	[ ]
Sadaquada Apartments	Housing/Apartments	0.00	[ ]
School Bell Apartment	Housing/Apartments	0.00	[ ]
School House Apartments	Housing/Apartments	0.00	[ ]
School House Apartments	Housing/Apartments	0.00	[ ]
Schuyler Commons at Colonial Square	Housing/Apartments	0.00	[ ]
Senior Community Service Employment Program	Employment Training	0.00	[√ ]
Senior Network Health	Licensed Home Care Agencies	0.00	[ ]

RESOURCE INVENTORY

Agency/Organization	Services Provided	Estimated Dollar Value	Current Subcontractor?
Sibling Nursing Personnel Services, Inc.	Licensed Home Care Agencies	0.00	[ ]
Sitrin Dental	Hospitals/Clinics	0.00	[ ]
Sitrin Health Care center - MADC	Adult Day Care	0.00	[ ]
Sitrin Rehabilitation Center		0.00	[ ]
Sitrin Rehabilitation Center	Hospitals/Clinics	0.00	[ ]
Six Nations Square	Housing/Apartments	0.00	[ ]
St. Elizabeth Medical Center	Hospitals/Clinics	0.00	[ ]
St. Elizabeth's Home Care	Certified Home Health Agency	0.00	[ ]
St. John's Lutheran Church Caregiver Support	Caregiver Support Group	0.00	[ ]
St. Luke's Adult Day Health Care Program - MADC	Adult Day Care	0.00	[ ]
St. Regis Medical Equipment, Inc		0.00	[ ]
Steinhorst Square Apartments	Housing/Apartments	0.00	[ ]
Sullivan Apartments	Housing/Apartments	0.00	[ ]
Sunset Wood Apartments	Housing/Apartments	0.00	[ ]
The Meadows at Middle Settlement	Housing/Apartments	0.00	[ ]
The Terrace at Woodlawn	Adult Home/Assisted Living Program	0.00	[ ]
Twin Ponds Estates	Housing/Apartments	0.00	[ ]
U,S, Care Systems Plan-It-Staffing	Consumer Directed Care	0.00	[√ ]
U. S. Care Systems	Licensed Home Care Agencies	0.00	[√ ]
UCP Upstate Cerebral Palsy	Employment Training	0.00	[ ]

RESOURCE INVENTORY

Agency/Organization	Services Provided	Estimated Dollar Value	Current Subcontractor?
Upstate Home Care	Licensed Home Care Agencies	0.00	[ ]
Utica Center for Development Inc	Training Employment	0.00	[ ]
Utica Hillcrest Manor Corp	Housing/Apartments	0.00	[ ]
Utica Neighborhood Housing Services, Inc.	Home Repair/Weatherization	0.00	[ ]
Valentine Apartments	Housing/Apartments	0.00	[ ]
Vernon Apartments	Housing/Apartments	0.00	[ ]
Vernon United Methodist Church	Multi purpose senior centers and focal points	0.00	[ ]
Veterans - Oneida County Administration - Rome	Veterans Services	0.00	[ ]
Veterans - Oneida County Administration - Utica	Veterans Services	0.00	[ ]
Veterans Administration - Federal	Veterans Services	0.00	[ ]
Veterans Administration - New York State	Veterans Services	0.00	[ ]
Veterans Outreach Center	Multi purpose senior centers and focal points	0.00	[ ]
Vienna United Methodist Church	Multi purpose senior centers and focal points	0.00	[ ]
Village Apartments	Housing/Apartments	0.00	[ ]
Village Point Apartment	Housing/Apartments	0.00	[ ]
Visiting Nurse Association		0.00	[ ]
Visiting Nurses Home Serv.of Utica & Onei Co, Inc.	Licensed Home Care Agencies	0.00	[ ]
Vocational & Educ. Ser. for Ind. w/ Disabilities	Employment Training	0.00	[ ]
Vocational & Educational Ser. for Individuals w/ D		0.00	[ ]
Ward Law Firm	Elder Law Attorney	0.00	[ ]

RESOURCE INVENTORY

Agency/Organization	Services Provided	Estimated Dollar Value	Current Subcontractor?
Waterbridge Group LLC	Housing/Apartments	0.00	[ ]
Waterville Town Hall	Multi purpose senior centers and focal points	0.00	[ ]
Wedgewood Apartments	Housing/Apartments	0.00	[ ]
West Side Senior Center	Multi purpose senior centers and focal points	0.00	[ ]
Westmoreland Town Hall	Multi purpose senior centers and focal points	0.00	[ ]
Whitestown Community Center	Multi purpose senior centers and focal points	0.00	[ ]
Windsor Mews Apartment	Housing/Apartments	0.00	[ ]
Woodcreek Apartments	Housing/Apartments	0.00	[ ]
Workforce Development of Oneida County	Employment Training	0.00	[ ]
Working Solutions One Stop	Employment Training	0.00	[ ]
York St. Clinic (MVPC)	Hospitals/Clinics	0.00	[ ]

MULTIPURPOSE SENIOR CENTER/DESIGNATED FOCAL POINTS ROSTER

Name	Address	Senior Center?	Focal Point?	Receives Title III funds?	Estimated Funds Provided	Subcontractor Code
		[ ]	[ ]	[ ]	0.00	
Ava Dorfman Sr. Ctr.	305 East Locust St., Rome, NY 13440	[√ ]	[√ ]	[ ]	0.00	30013
Boonville United Methodist Church	105 Ann St., Boonville, NY 13309	[ ]	[√ ]	[ ]	0.00	
Bridgewater Town Hall-Municipal Building	North Route 8, Bridgewater, NY 13313	[ ]	[√ ]	[ ]	0.00	
Burleigh Apts.	132 Cooper Street, Oriskany Falls, NY 13425	[ ]	[√ ]	[ ]	0.00	
Deerfield Town Hall	6329 Walker Rd., Utica, NY 13502	[ ]	[√ ]	[ ]	0.00	
Forestport Town Hall	Woodhull St., Forestport, NY 13494	[ ]	[√ ]	[ ]	0.00	
Kirkland Senior Center	2 Mill St., Clark Mills, NY 13321	[√ ]	[√ ]	[ ]	0.00	
Lee Center Town Hall	5808 Stokes Lee Center Road, Lee Center, NY 13363	[ ]	[√ ]	[ ]	0.00	
Lutheran Ads-Dial	110 Utica Road, Clinton, NY 13323	[ ]	[√ ]	[ ]	0.00	30021
Marcy Seniors -Marcy Town Hall	8801 Paul Becker Road, Marcy, NY 13403	[ ]	[√ ]	[ ]	0.00	
New Hartford Dining and Activities	1 Sherman Pl., New Hartford, NY 13413	[√ ]	[√ ]	[ ]	0.00	
New York Mills Senior Center	379 Main Street, New York Mills, NY 13417	[√ ]	[√ ]	[ ]	0.00	
North Utica Sr. Ctr	50 Riverside Dr., Utica, NY 13502	[√ ]	[√ ]	[√ ]	187,000.00	30045

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MULTIPURPOSE SENIOR CENTER/DESIGNATED FOCAL POINTS ROSTER

Name	Address	Senior Center?	Focal Point?	Receives Title III funds?	Estimated Funds Provided	Subcontractor Code
RCIL ADS-SAIL	1607 Genesee St., Utica, NY 13501	[ ]	[√ ]	[ ]	0.00	30015
Refugee Center MV	309 Genesee St, Utica, NY 13501	[ ]	[√ ]	[ ]	0.00	
Schoolhouse Apts	145 Stafford Ave., Waterville, NY 13480	[ ]	[√ ]	[ ]	0.00	
South Rome Sr. Ctr.	211 Ridge St., Rome, NY 13340	[ ]	[√ ]	[ ]	0.00	
Vernon United Methodist Church	5690 Main St., Vernon, NY 13476	[ ]	[√ ]	[ ]	0.00	
West Side Sr Ctr	717 Court St., Utica, NY 13502	[√ ]	[√ ]	[ ]	0.00	
Westmoreland Town Hall	100 Station Road, Westmoreland, NY 13440	[ ]	[√ ]	[ ]	0.00	
Whitestown Community Ctr	Westmoreland Rd., Whitesboro, NY 13492	[ ]	[√ ]	[ ]	0.00	

**LEGAL ASSISTANCE**

Please check below the status of the legal assistance program case priorities that were listed in the AAA's 2012-16 Four Year Plan.

There is no change in the AAA's legal assistance case priorities.

The legal assistance program case priorities have changed as follows:

If there are changes to the scope of the program through amendment, additions, or deletions to the case priorities provide a brief explanation of the reason(s) for the change(s).

**PUBLIC HEARINGS/AREA AGENCY ON AGING ADVISORY COUNCIL**

1a. Provide the following information on Public Hearing(s) held for the SFY 2013-14 planning period.

Location	Date	Number Attending
Whitestown Community Center	10/18/2012	85
Ava Dorfman Senior Civic Center	11/13/2012	16
Parkway Senior Center	11/15/2012	65
Westside Senior Center	11/26/2012	6
North Utica Community Center	11/27/2012	18

b. Was the notice of at least one Public Hearing published in a local newspaper of general circulation at least twenty one (21) days before that hearing? [9 NYCRR 6653.2]

YES  \*NO

**Date of notice publication:**

c. Was the proposed Plan or abstract containing program goals, objectives, action steps, and proposed budgets with categorical breakdowns made available to the public within a reasonable time prior to the hearing?

YES  \*NO

d. Was a minimum of one Public Hearing held at least 30 days prior to the submission of this plan?

YES  \*NO

e. **NEW YORK CITY ONLY:** Was at least one Public Hearing as described herein held in each borough?

YES  \*NO

If \*NO to any of the above please explain:



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2. Briefly describe the efforts used in seeking input from those unserved and underserved older adults in greatest social or economic need, particularly those who are:

- low income;
- low income minorities (*includes Hispanics, Alaskan Natives, Asians, Blacks and Native Hawaiians/Pacific Islanders*);
- frail/persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.)
- rural residents;
- limited English proficiency;
- Native Americans;
- institutionalized/at risk of institutionalization;
- homebound; or
- LGBT.

•Selecting locations for public forms for the purposes of targeting both seniors living in both rural and urban areas of the County. This included Cities of Rome, Utica, and Village of New Hartford. •Providing frail and isolated home-bound and those persons who are living alone with a mechanism to provide input by distributing needs assessment surveys to persons receiving home delivered meals. •Releasing a media advisory with the dates and locations of the public forums for the purposes of gathering input from persons who are normally served by or affiliated with local aging network.

3. How were interested parties in the PSA notified of the public hearing(s) and provided the opportunity to testify?

In addition to the media advisory in the local newspaper a mailing was conducted. The mailing contained a one-sheet flier with the dates and locations of each scheduled public meeting. Locations of the mailings included senior centers, senior housing complexes, and area senior citizen clubs and organizations.

4. Briefly summarize major issues discussed or raised at the public hearings.

•Many expressed concern about issues involving elder abuse and neglect, due to the nature of the forum and panel presenters. •Several questions on financial exploitation were raised by Senior's who were in attendance. •One member expressed concern about disaster preparedness in the aftermath of super storm Sandy. •Several commented about the meal that was being serviced by the Senior Nutrition Program. •Three individuals commented about the poor quality of the "pork chop" that was on the menu the day of the forum. •Comments in regard to congregate meal program and nutritious meal requests. •Need for additional volunteers was expressed •Continued need for a center in West Utica was expressed. •Several menu suggestions were made •One attendee expressed the need for assistance with weatherization for her home. •One attendee expressed dissatisfaction with Senior Farmer Market coupons •Several questions about OFA services and programs •Many attendees expressed concern about funding for Senior Nutrition Program. •One attendee was concerned about the continuation of the New Hartford Senior Center Congregate dining program. •Several questions, concerns and comments arose regarding Federal Sequestering and Fiscal Cliff. •Many members of the New Hartford Senior Center were interested in making contact with their Federal representatives to share their concerns regarding Federal Funding for Aging Programs.

5. List major changes in the Area Plan resulting from input by attendees at the hearings.

[√] Not applicable, no major change(s)

Major changes in the Plan:

6. Provide the date the Plan was presented to the Area Agency Advisory Council as required for its review, before it was transmitted to NYSOFA. [9 NYCRR 6653.2 (f)]

Date: 02/25/2013

Summarize the comments of the Advisory Council:

**AREA AGENCY PROGRAMS AND SERVICES INFORMATION**

**A. NUTRITION SERVICES** (Refer to the *Guide for Completion* and 92-TAM-3, 2/26/92 for additional information.)

1. Nutrition services funded under Title III-C, III-E, SNAP, CSE, EISEP, other:

a. Are any operational changes in nutrion sites or food preparation sites (kitchens, caterers) planned or projected for SFY 2013-14?

\*YES  NO

If \*YES, please list the site(s) that are proposed to be changed, the type of change and when the change is projected to take place. List one site per line.

**Nutrition Site Changes**

NAME OF SITE/LOCATION	TYPE OF CHANGE	DATE OF CHANGE
-----------------------	----------------	----------------

b. Total number of Registered Dietitian (RD) service hours per week planned or projected for SFY 2012-13: 15.00

c. Of the above total: 15.00 hours of RD services are provided by RD who is on staff or is a consultant to the AAA. (Do not include hours of the RD who is employed by a nutrition or meal program provider.)

d. Are there long-term (3 months or more) vacancies in the following positions?

Fulltime oversight staff person  \*YES  NO

Registered Dietitian/Certified Dietician Nutritionist  \*YES  NO

If \*YES, describe your plan for filling the position(s), including estimated (anticipated) completion date.

**AREA AGENCY PROGRAMS AND SERVICES INFORMATION**

**A. NUTRITION SERVICES** (Refer to the *Guide for Completion* and 92-TAM-3, 2/26/92 for additional information.)

1. Nutrition services funded under Title III-C, III-E, SNAP, CSE, EISEP, other:

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\*YES  NO

If \*YES, please list the site(s) that are proposed to be changed, the type of change and when the change is projected to take place. List one site per line.

**Nutrition Site Changes**

NAME OF SITE/LOCATION	TYPE OF CHANGE	DATE OF CHANGE
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d. Are there long-term (3 months or more) vacancies in the following positions?

Fulltime oversight staff person  \*YES  NO

Registered Dietitian/Certified Dietician Nutritionist  \*YES  NO

If \*YES, describe your plan for filling the position(s), including estimated (anticipated) completion date.

2. Health Promotions Services funded under Title III-D, EISEP, CSE, CSI, and Other:

a. Health Promotion

- |   |   |
|---|---|
| <input type="checkbox"/> Evidence-based Health Promotion Programs | <input type="checkbox"/> Routine Health Screening     |
| <input checked="" type="checkbox"/> Medication Management         | <input type="checkbox"/> Physical Fitness Programs    |
| <input type="checkbox"/> Home Injury Control                      | <input type="checkbox"/> Mental Health Services       |
| <input type="checkbox"/> Preventive Nutrition Services            | <input type="checkbox"/> Medicare Preventive Services |
| <input type="checkbox"/> Other (briefly describe):                |   |

**Beginning with federal fiscal year 2012, federal appropriation language requires that Title III-D funding be expended for evidence-based programs/interventions only.**

b. For each documented evidence-based nutrition or health promotion program the AAA operates (or plans to implement), please provide the requested information. Each evidence-based program/intervention must meet the criteria for one of three levels (minimal, intermediate or highest-level) established by the Administration on Aging/Administration for Community Living (AoA/ACL).

[http://www.aoa.gov/AoARoot/AoA\\_Programs/HPW/Title\\_IIID/index.aspx](http://www.aoa.gov/AoARoot/AoA_Programs/HPW/Title_IIID/index.aspx)

**EVIDENCE-BASED NUTRITION OR HEALTH PROMOTION PROGRAMS**

<b>Local program name</b>	Healthy ChoicesNY
<b>Evidence-based model used</b>	CDSMP
<b>Other Program description</b>	
<b>Date begun or planned to begin</b>	10/15/11
<b>Partners</b>	OC Health Dept; No. Utica Sen Ctr.
<b>Target population</b>	Adults and Elderly
<b>Number of participants</b>	40

<b>Local program name</b>	Strong Bones
<b>Evidence-based model used</b>	
<b>Other Program description</b>	Strong Bones
<b>Date begun or planned to begin</b>	1/1/12
<b>Partners</b>	Parkway Senior Center
<b>Target population</b>	Elderly
<b>Number of participants</b>	100

2. Health Promotions Services funded under Title III-D, EISEP, CSE, CSI, and Other:

a. Health Promotion

- |  |   |
|--|---|
| <input type="checkbox"/> Evidence-based Health Promotion Programs<br><input checked="" type="checkbox"/> Medication Management<br><input type="checkbox"/> Home Injury Control<br><input type="checkbox"/> Preventive Nutrition Services<br><input type="checkbox"/> Other (briefly describe): | <input type="checkbox"/> Routine Health Screening<br><input type="checkbox"/> Physical Fitness Programs<br><input type="checkbox"/> Mental Health Services<br><input type="checkbox"/> Medicare Preventive Services |
|--|---|

**Beginning with federal fiscal year 2012, federal appropriation language requires that Title III-D funding be expended for evidence-based programs/interventions only.**

b. For each documented evidence-based nutrition or health promotion program the AAA operates (or plans to implement), please provide the requested information. Each evidence-based program/intervention must meet the criteria for one of three levels (minimal, intermediate or highest-level) established by the Administration on Aging/Administration for Community Living (AoA/ACL).

[http://www.aoa.gov/AoARoot/AoA\\_Programs/HPW/Title\\_IIID/index.aspx](http://www.aoa.gov/AoARoot/AoA_Programs/HPW/Title_IIID/index.aspx)

**EVIDENCE-BASED NUTRITION OR HEALTH PROMOTION PROGRAMS**

<b>Local program name</b>	Healthy ChoicesNY
<b>Evidence-based model used</b>	CDSMP
<b>Other Program description</b>	
<b>Date begun or planned to begin</b>	10/15/11
<b>Partners</b>	OC Health Dept; No. Utica Sen Ctr.
<b>Target population</b>	Adults and Elderly
<b>Number of participants</b>	40

<b>Local program name</b>	Strong Bones
<b>Evidence-based model used</b>	
<b>Other Program description</b>	Strong Bones
<b>Date begun or planned to begin</b>	1/1/12
<b>Partners</b>	Parkway Senior Center
<b>Target population</b>	Elderly
<b>Number of participants</b>	100

**B. TITLE III-E NEW YORK ELDER CAREGIVER SUPPORT PROGRAM** (Refer to the *Guide for Completion* and the Standard Assurances.

**1. Services for Caregivers of Adults Who Are 60 and Over and Caregivers for Individuals of Any Age with Alzheimer's Disease or Related Disorder:** At least one service under each category must be available to caregivers. Please check the appropriate column of the funding source planned to support the service(s) the AAA intends to provide. When III-E funds are being used (whether the sole source or in combination with other funding sources) (✓) the III-E box *only* and omit listing the other funding sources. "Other" funding sources are required to be identified in the "Other" column; (✓) *only when no III-E funds are being used to provide the service*.

SERVICE CATEGORY	FUNDING SOURCES		
	III-E	Other	Identify:
<b>Information</b>			
Outreach	<input type="checkbox"/>	<input type="checkbox"/>	
Public Information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Assistance</b>			
Information and Assistance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Case Management	<input type="checkbox"/>	<input type="checkbox"/>	
Other, specify:	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Counseling, Support Groups, Training (Only one required, but may provide all three)</b>			
Counseling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Support Groups	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Training	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Respite</b>			
Personal Care Level I	<input type="checkbox"/>	<input type="checkbox"/>	
Personal Care Level II	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Home Health/Aide	<input type="checkbox"/>	<input type="checkbox"/>	
In-home Contact and Support <i>(supervision of care receiver or friendly visiting)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
Social Adult Day Care	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Adult Day Health Care Services	<input type="checkbox"/>	<input type="checkbox"/>	
Overnight Adult Home	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Overnight Nursing Home	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Other, specify:	<input type="checkbox"/>	<input type="checkbox"/>	
Other, specify:	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Supplemental Services</b>			
PERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Equipment	<input type="checkbox"/>	<input type="checkbox"/>	
Home Delivered Meals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	
Legal Services	<input type="checkbox"/>	<input type="checkbox"/>	
Assisted Transportation	<input type="checkbox"/>	<input type="checkbox"/>	
Home Modification	<input type="checkbox"/>	<input type="checkbox"/>	
Other, specify:	<input type="checkbox"/>	<input type="checkbox"/>	

**2. Optional Components of Title III-E Caregiver Support Program:** (Check only those services to be funded by Title III-E):

Not applicable, AAA does not plan to provide any optional components with Title III-E funds.

**Services for caregiving grandparents and older relatives (to receive services, grandparents/relatives must be 55 years or older):**

**The AAA does plan to provide services to grandparents/relatives of children age 18 or younger (including persons with disabilities)**

- Information  Assistance  Counseling  Support Groups  Training
- Respite (list types)
- Supplemental Services (list types)

**The AAA does plan to provide services to grandparents/relatives who provide care to family members with disabilities between the ages of 19-59.**

- Information  Assistance  Counseling  Support Groups  Training
- Respite (list types)
- Supplemental Services (list types)

**C. Caregiver Resource Center {CRC}(applies only to NYS's 17 State Funded Programs)**

The AAA has designated a physical location(s) as the CRC  YES  NO

Please check the activities that are provided through the CRC\*:

- Resource Library
- Training
- Support Groups
- Counseling
- Information & Assistance
- Public Information
- Other: Specify

Specify any special needs populations that will be served:

\*Note: All CRC activities continue to be included on page 35 (State & All Other Programs - Service Delivery and Resource Allocation Plan) on line 19, "Caregiver Services."

**D. Caregiver Services Funded by Other Sources (e.g., Title III-B, CSE, State Respite Grants)**

Caregiver Services (Do not include Caregiver Services funded with Title III-E or CRC funds)

- Presentation to groups  Training  Support group meetings
- Individual counseling  Resource library
- Other (briefly describe)

**E. Health Insurance Information Counseling and Assistance Program (HIICAP)**

1. Clearly describe how the Program will use the HIICAP funding to provide Medicare counseling and outreach services in the county. Be sure to explain how locally based counseling, targeted LIS (Low Income Subsidy) and other low-income outreach, "Welcome to Medicare" events, and other services to those most in need of health care counseling and assistance will be provided.

Oneida County Office for the Aging/Continuing Care continues to operate and staff two (2) community based counseling centers. The locations are the Ava Dorfman Senior Citizens Civic Center, 305 East Locust Street Rome, NY 13440 and at North Utica Senior Citizens Community Center 50 Riverside Drive Utica NY 13502. The program will employ (1) full time staff and one (1) part time staff who are trained HIICAP Counselors. The Rome Center in opened Monday through Friday with hours from 9:30-2:30 with one part time counselor present during those hours. Due to the high volume of referrals for the Oneida County HIICAP, particularly during Medicare open enrollment period, clients are asked to sign in at both locations and assisted in the order they arrive. Appointments are also scheduled in order to serve the clients in the most efficient manner with limited resources.

2. Please list three specific HIICAP activities (outreach, advertising, partnerships, etc.) that your county considers the most effective in reaching Medicare beneficiaries in your region. In addition, if you have any plans to add additional new activities for this program year, please include those also.

The Oneida County HIICAP Program will utilize the Office for the Aging/Containing Care Digital Health and wellness program AgeNet as a mechanism for outreach and education for persons attending senior centers in Oneida County. Articles will be printed in the monthly senior publication, PrimeTime, and Senior Center newsletter. Oneida County HIICAP brochures will be mailed and distributed to Senior Centers, Senior clubs, senior housing, and community organizations.

3. Are there any anticipated changes to the following HIICAP components for 4/1/13-3/31/14?

- 1. Program Coordinator  \*YES  NO
- 2. Program Operations  \*YES  NO
- 3. Subcontractor  \*YES  NO
- 4. Sites  \*YES  NO
- 5. Other  \*YES  NO

If \*YES, please explain:

4. The HIICAP Hotline (1-800-701-0501) continues to experience a large increase in call volume. Please describe the AAAs capacity to handle these calls including how the calls are routed within the AAA to ensure that all callers are assisted.

HIICAP Hotline calls are route thorough the Oneida County Office for the Aging/Continuing Care/NYConnects Intake lines. The current Oneida County OFA/OCC flow process in utilized to assign the incoming calls and referrals to the Oneida County HIICAP Counseling Staff. Additionally, NYConnects staff are trained to screen referrals and to provide general information and assistance for inquiry's relevant to HIICAP such as Medicare, Medicaid and health care coverage

5. Provide the days and hours of operation that HIICAP is available to provide Medicare beneficiaries with one-on-one counseling.

The HIICAP Counselor/Coordinator is located at the OFA/OCC Administrative office at 120 Airline Street Oriskany, New York and provides telephone HIICAP counseling is available Monday through Friday between the hours of 8:30 to 4:30 as well as back-up for on-site counseling at the HIICAP Counseling Centers. Face to face counseling is available at the Ava Dorfman Senior Citizens Civic Center 305 E. Locust Street Rome, NY 13440 Counseling Hours are Tuesday and Thursday from 10:00 AM to 2:00 PM and at North Utica Senior Citizens Community Center 50 Riverside Drive Utica, NY 13502 Counseling Hours are Monday; Wednesday; and Friday 10:00 AM to 2:00 PM.

6. Describe your volunteer recruitment efforts during the past year and plans for this current funded year. Be sure to



include information about any organization that have been partnered with to obtain volunteers and whether or not the Program is using the [www.newyorkersvolunteer.ny.gov](http://www.newyorkersvolunteer.ny.gov) website.

When Office for the Aging/Continuing Care HIICAP representatives participate in health fairs and senior citizen meeting and events, these events are utilized as a vehicle for volunteer recruitment. In addition the OFA/OCC North Utica Community Center will recruit volunteers through the OFA/North Utica Senior Center Program known as Senior Community Assistance Program (CAPS). The [www.newyorkersvolunteer.ny.gov](http://www.newyorkersvolunteer.ny.gov) website was not used for volunteer recruitment but will consider for the 2013 program period. The HIICAP programs also plans to utilize the Regional Volunteer Resource Center located at the Parkway Senior Center as a mechanism for volunteer recruitment in 2013. Recruitment efforts continue to be made by the Oneida County Office for the Aging/Continuing care Health Insurance Counseling and Assistance Program (HIICAP) through the utilization of Senior Housing Managers to partner with the paid counseling staff as volunteers. The program submits articles in Prime Time and attempt to recruit volunteers when at community events. Brochures are distributed at Senior Centers throughout the county for the purposes of volunteer recruitment. The Oneida County Office for the Aging/Continuing Care HIICAP program also plans to coordinate with the Senior Community Assistance Programs (CAPS) Program to recruit, screen, and match potential HIICAP volunteers.

7. Please enter the number of HIICAP Volunteers that the county currently has: 5

8. How many sites [including the AAA Office(s)] does the HIICAP use for counseling, enrollment assistance and other HIICAP activities? (Include sites that are operated by subcontractors, partners and community agencies if utilized by HIICAP trained staff.) 2

**F. The Senior Medicare Patrol Program (SMP)**

1. Briefly describe how the SMP will use fraud and abuse strategies in (1) one-to-one counseling sessions, (2) outreach events and (3) training/education programs.

Oneida County Office for the Aging/Continuing Care HIICAP Program will incorporate SMP fraud and abuse education by providing SMP printed educational material to individuals who attend health fairs and informational presentations and workshops sponsored and/or attended by OFA/OCC HIICAP personnel. A SMP CD presentation is also shown by the HIICAP staff at community presentations to create awareness about Medicare fraud as well as educate seniors on how to protect themselves from becoming a victim of fraud and abuse.

2. Briefly describe AAA's plan to use SMP funds to recruit and train new counselors.

HIICAP staff will conduct an information session at the Office for the Aging/Continuing Care Advisory Council meeting to create awareness among its membership. Additionally the Oneida County HIICAP Program plans to provide information on Medicare Fraud through the monthly senior publication, PrimeTime, Senior Center Newsletters, and the digital health and wellness program AgeNet.

3. Does the AAA's SMP program currently have volunteers that do SMP work only (Not HIICAP too)?

YES  NO If so how many? 0

**G. Weatherization Referral and Packaging Program (WRAP)**

1. Program Administration

1. Does the Program arrange energy audits to be done?  YES  \*NO

2. Does the Program conduct a home visit; complete a Needs Assessment and a Service Action Plan?  YES  \*NO

3. Does the Program access NYSERDA programs?  YES  \*NO

4. Does the Program make referrals to DHCR programs-Access to Home and RESTORE?  YES  \*NO

5. Are referrals received from a broad spectrum of the community such as DSS, local agencies, hospitals, churches?  YES  \*NO

\* Please explain any question where you checked \*NO

f. Describe the specific steps that the Program will undertake to increase client activity and expand and solidify the Program as a source of energy packaging for older adults in the county.

f. Describe the specific steps that the Program will undertake to increase client activity and expand and solidify the Program as a source of energy packaging for older adults in the county. Oneida County Office for the Aging/Continuing Care WRAP Program will continue to inform OFA/OCC case management staff about the WRAP Program through monthly in-service meetings. Public outreach, will be accomplished through Prime Time and the Senior Center newsletters. NYConnects staff will continue to be included in staff trainings to keep them informed about the WRAP Program.

2. Staffing

Is there at least one designated staff member for the WRAP program?  \*YES  NO

If \*YES, explain what other duties the WRAP coordinator is responsible for:

In addition to the WRAP Program, this OFA/OCC Program Coordinator is also responsible for senior housing information and assistance; and coordination of senior volunteer programs funded and coordinated by the Office for the Aging/Continuing Care. The Program Coordinator that oversees WRAP also oversees DSS weatherization funding, Bill Program, CAPS (Community Assistance Program for Seniors, CDBG funding from the City of Rome Ramps and Rails Program, and housing services; assistance with applications as needed.

3. Outreach

Describe outreach strategies used to reach eligible WRAP older adult households within the county.

a.WRAP presentations are conducted at Senior Clubs and Organizations, Congregate Dining Sites and Senior Centers. The OFA/OCC Housing Case Manager/WRAP Coordinator, with assistance from supervisory staff, will identify locations that seniors congregate and offer presentations about the program that includes a description of the program, eligibility requirements, and the ability to make a referral. b.General presentations, including the annual public forum, that are presented by OFA-OCC administrative staff will continue to include information about the WRAP program. A Summary of Programs and Services are distributed at presentations providing a description of the WRAP program in conjunction with Housing/Weatherization Case Management. Presentations are provided to a variety of audience members including provider agencies, non-profits, churches, clients, neighborhood watch groups, community coalitions. NYConnects/Outreach Presentations to hospital discharge planners and other local agencies that are provided throughout the year will also include information regarding the WRAP program. c.A WRAP brochure that provides detailed information about the Housing Case Manager/WRAP Liaison, the Weatherization Program, and WRAP case management. The brochures defining the WRAP Program will continue to be distributed to local agencies/organizations to enable those agencies to provide them to potential clients. d.OFA/OCC WRAP Program will continue to utilize each of its designated site visits including senior centers, senior housing, and town halls throughout the County that case managers provide outreach once a month to provide information and assistance about the WRAP Program. Each site will continue to be provided with WRAP information during the 2013 program period. Posters and brochures will also be distributed at these locations. Additionally the case manager that will be available to take referrals for the WRAP program.

4. Leveraging

- 1. Does the WRAP coordinator meet with private, public, and volunteer agencies to develop leveraging for the program?  YES  \*NO
- 2. Does the WRAP coordinator leverage private funds from clients and family members when possible?  \*NO  YES
- 3. Are records being kept to track leveraging sources and approximate dollars amounts for leveraging sources?  YES  \*NO

\* Please explain any question where you checked \*NO

5. Subcontracting

If any part of the WRAP program is subcontracted?  \*YES  NO

If \*YES, include a description of subcontractor staffing level and note the specific role of the subcontractor.

Oneida County Office for the Aging/Continuing Care subcontracts the WRAP Program to the North Utica Community Center, Inc. The subcontract includes one full time WRAP Coordinator position and the Last Resort Funding for direct WRAP services. The Subcontract administers the Last Resort funds for both OFA/OCC clients over the age of 60, as well as funding provided by the Oneida County Department of Social Servers for those under the age of 60 who meet the eligibility for the program.

6. Last Resort Funding

Does the Program use Last resort Funding?  YES  \*NO

If answer is \*NO skip to Question 7.

## Amount of Last Resort Funding \$

Please describe the process for using Last Resort funding and the types of energy related repairs being approved.

The following procedures reflect both Weatherization funding such as Last Resort and DSS funding. The Last Resort funding is determined by the following steps in order to successfully follow the appropriate steps from the referral to the closing of the clients chart. •Initial referral will enter the office through intake, or a "second" by the primary case manager. At that time the intake will be completed and determine the needs of the potential client. •The needs will be determined by the Weatherization Coordinator to include eligibility based on Purpose of the program. The Weatherization Coordinator will determine if services can be met by OFA/OCC WRAP by through client contact. The Coordinator then enters enter the appropriate information into the client data base . •If the need can be met by Oneida County Office for the Aging, the Weatherization Coordinator will set a date to view the weatherization need of the client at their residence. •If the consumer's needs' can be met by OFA/OCC WRAP the client is encouraged to choose their own vendor and will need to gather three proposals from vendors that are able to complete the work within 30 days after approval. The vendors must hold a \$1,000,000 insurance policy as well as workers compensation if the vendor has more than one employee. •All estimates will be reviewed by the Weatherization Coordinator and approval will be given to the lowest estimate or the estimate with the most quantity of work ensuring the work is effective in maintaining the energy efficiency determined by the initial purpose of the program. •Repairs over \$1,000 under Last Resort funding must be sent to Albany for prior approval and returned to the Oneida County Office for the Aging Weatherization Coordinator prior to the start of the work on the home modifications. Only then will the Weatherization Coordinator contact the Vendor for the awarded contract. •After completion of the job the contractor will send an invoice and the Weatherization Coordinator will meet with the client at the job site (clients' home) to view the work scope of the proposal and its satisfactory completion. With the client and Weatherization Coordinators satisfaction of the job the client will need to "sign off". •The Coordinator will send the completed paperwork to North Utica Senior Center Director to prepare payment for the Vendor that completed the work on the clients' residence. •The Weatherization Coordinator will close the case for Weatherization or "DC" weatherization service pending other services the client may have with Oneida County Office for the Aging/Continuing Care

## 7. Internal Controls

Describe the internal controls process:

Internal controls utilized by the Oneida County Office for the Aging/Continuing Care WRAP Program include but not limited to the following procedures: •Program policies are reviewed and approved by the WRAP Coordinator, Supervisor and the Director of the Office for the Aging/Continuing Care. •The program coordinator ensures consumer choice of vendor. •The policy also includes vendor price and specification reviews, work quality inspections, and consumer satisfaction. •A Supervisory Review is conducted for each consumer file served through the WRAP Program. •Monthly accounting of Last Resort subcontractor accounts and vendor payments is processed by the personnel of the WRAP subcontract agency and audited by the OFA/OCC fiscal staff.

**H. GENERAL SERVICES:** Please provide the following information regarding services the area agency intends to administer during the 2012-13 Annual Implementation Plan. Please refer to 11-PI-03, 04/05/11, "Standard Definitions for Services and Units of Service." Brief narrative information regarding agency services may be added, but is not required.

**1. Information and Assistance**

- Information
- Tax Counseling
- Other (briefly describe)
- Benefits counseling
- Case assistance
- Referral
- Housing assistance

**2. In-Home Contact and Support**

- Friendly visiting
- Telephone reassurance
- Other (briefly describe) Bill Payer; Elder Abuse Prevention
- Shopping assistance
- Supervision services

**3. Outreach**

- Face to face
- Telephone

**4. Transportation**

- a. Service Design
  - Demand
  - Fixed route

b. Type(s) of activities planned for 2012-13:

- To medical appointments
- To visit friends & relatives
- Other (briefly describe)
- To program sites & senior centers
- Shopping assistance

Narrative Information:

**I. Other NYSOFA Funding and Services:** Please check the box(es) to indicate programs that your AAA administers and enter the amount of funding anticipated for the coming program period. Include the funding amount on the line indicated under the 'All Other Programs' column of the Service Delivery and Resource Allocation Plan on page 35 of this Plan.

Program Name	Services Provided	Funding Amount	'All Other Programs' Column - Line #
<input checked="" type="checkbox"/> Title V	Employment Services	50,000	21 (Other Services)
	Planning/Implementation/Admin.	0	22 (Area Plan Admin.)
<input type="checkbox"/> Title VII	Ombudsman Services	0	20 (LTC Ombudsman)
<input type="checkbox"/> State LTCOP	Ombudsman Services	0	20 (LTC Ombudsman)
<input type="checkbox"/> Foster Grandparents	Volunteer Services Program	0	21 (Other Services)
<input type="checkbox"/> RSVP	Volunteer Services Program	0	21 (Other Services)
		0	Other: Enter line#:
<input type="checkbox"/> Grants-In-Aid	Various	0	Determined by AAA Enter line#(s):
<input type="checkbox"/> Caregiver Resource Center (State Funded)	Information & Assistance	0	13 (Information & Assistance)
	Caregiver Services	0	19 (Caregiver Services)
<input type="checkbox"/> HEAP	Energy Assistance	0	21 (Other Services)
<input type="checkbox"/> WRAP	Weatherization Services	0	21 (Other Services)
<input checked="" type="checkbox"/> HIICAP/SMP	Health Insurance Information, Counseling and Assistance	33,602	13 (Information & Assistance)
		0	21 (Other Services)
<input checked="" type="checkbox"/> NY Connects/ADRC	Information and Assistance	6,885	13 (Information & Assistance)
	Public Information	0	21 (Other Services)
	Planning/Implementation/Admin.	0	22 (Area Plan Admin.)
<input type="checkbox"/> MIPPA MIPPA/ADRC	Information and Assistance	0	13 (Information & Assistance)
	Public Information	0	21 (Other Services)
<input checked="" type="checkbox"/> State Funded Transportation	Transportation	6,067	9 (Assisted Trans/Escort)
		6,068	10 (Transportation)
<input checked="" type="checkbox"/> Other; specify	Systems Integration	226,033	Line #: 21
<input type="checkbox"/> Other; specify		0	Line #:
<input type="checkbox"/> Other; specify		0	Line #:
<input type="checkbox"/> Other; specify		0	Line #:
<input type="checkbox"/> Other; specify		0	Line #:
<b>TOTAL</b>			<b>328,655</b>

Sub-Totals:  
 Line 9: 6,067  
 Line 10: 6,068  
 Line 13: 40,487  
 Line 19: 0  
 Line 20: 0  
 Line 21: 50,000  
 Line 22: 0  
 GIA: 0  
 Other lines: 226,033  
**TOTAL: 328,655**

**J. Other Services:** Complete the following to identify and describe all services/programs included on Line 21 in the Federal, State or Other Funding Columns, on the "Services Delivery and Resource Allocation" pages, 19 & 20. Examples might include: senior ID cards, medical equipment loan programs, public information, home modifications, assistive devices/technology, laundry service etc.

**1 Name/Description of Service/Program:** VDHCBS - CLP  
Directly Provided [ ] Subcontracted []  
Briefly describe the service: Veterans Directed Community Based Home Care: Flexible consumer directed services for Veterans as referred by the Syracuse VA Medical Center  
Amount of Funding for this Service: 70,000  
Funding Sources (List all): Federal

**1 Name/Description of Service/Program:** MAMI Interpretation Services  
Directly Provided [ ] Subcontracted []  
Briefly describe the service: Medical, Legal, and Social Interpretation Services for non-English speaking consumers.  
Amount of Funding for this Service: 800  
Funding Sources (List all):

Total Funding for all Other Services: \$70,800

New York State Office for the Aging  
 Federal Programs - Service Delivery and Resource Allocation Plan

Service Categories	Dir	Sub	Number of Individuals to be Served	Grand Total Units All sources (Pages 19&20)	Grand Total Funding \$ All sources (Pages 19&20)	Title III-B Units	Title III-B Funding \$	Title III-C-1 Units	Title III-C-1 Funding \$	Title III-C-2 Units	Title III-C-2 Funding \$	Title III-D Units	Title III-D Funding \$	Title III-E Units (c)	Title III-E Funding \$ (c)
1. Personal Care Services															
a. Personal Care Level II(c)		(N)	22,799	22,799	593,300	0	0							115	2,000
b. Personal Care Level I(c)		(N)	4,233	4,233	70,700	0	0							0	0
2. Consumer Directed In-home Services(c)		(N)	0	0	0	0	0							0	0
3. Home Health Aide(c)		(N)	269,447	269,447	1,925,493	0	0							0	0
4. Home Delivered Meals		(N)	20,912	20,912	251,558	0	0			75,000	537,750			478	3,432
5. Adult Day Services		(N)	51,306	51,306	1,239,836	5,406	129,764							12	750
6. Case Management(a)		(N)	45,000	45,000	322,650			45,000	322,650					2,869	71,028
7. Congregate Meals (Total)		(N)													
a) NSIP Ineligible Cong.**		(N)	300	300				300							
b) NSIP Eligible Cong.		(N)	44,700	44,700				44,700							
8. Nutrition Counseling		(N)	141	141	13,238										
9. Assisted Transportation		(N)	539	539	8,508	64	1,006			42	3,460				
10. Transportation(a)		(N)	625	625	9,506	64	1,006			0(d)	0(d)				
11. Legal Assistance(b)		(N)	416	416	25,000	416	23,000								
12. Nutrition Education		(N)	167	167	16,066										
13. Information & Assistance(a)		(N)	53,688	54,118	910,690	7,249	132,110			21	4,132				
14. Outreach(a)		(N)	584	584	28,245	562	27,264			1,346	22,890(d)			4,590	94,110
15. In-Home Contact & Support (c)		(N)	1,680	1,680	27,199	0	0			0	0(d)			0	0
16. Sen. Center/Rec & Education		(N)	0	0	0	0	0			0	0(d)			0	0
17. Health Promotion		(N)	1,349	1,349	19,902	0	0							1,349	19,902
18. Personal Emergency Response		(N)	3,008	3,008	75,200	0	0							40	1,000
19. Caregiver Services(c)		(N)	83	83	2,560	0	0							83	2,560
20. LTC Ombudsman		(N)	0	0	0	0	0							0	0
21. Other Services		(N)													
22. Area Plan Administration		(N)													
23. Total															
					6,080,393		388,614		365,959		594,087		19,902		231,996

(a) These services constitute Access Services under Title III-B for the purpose of meeting the priority services requirement of 20%.  
 (b) These services constitute Legal Services under Title III-B for the purpose of meeting the priority services requirement of 20%.  
 (c) These services constitute In-Home Services under Title III-B for the purpose of meeting the priority services requirement of 2.5%.  
 (d) See Page 15 of Guide for details on expenditures for Supportive and Access services. (Lines 9,10, 13-16) under Title III-C, Line 13. In-Home Contact & Support may only include Shopping Assistance under Titles III-C-1 and III-C-2.  
 (e) Refer to Pages 8-9 of the Guide for Completion for the five Title III-E Service Categories. Supplemental Services are limited to 20% of the total Title III-E budget.  
 \* AIP Period will not correspond with most Federal program periods.  
 \*\* NSIP - Nutrition Services Incentive Program (formerly Cash-in-Lieu of Commodity Foods)



New York State Office for the Aging  
 State Programs - Service Delivery and Resource Allocation Plan

Service Categories	EISEP Units	EISEP Funding \$	CSE Units	CSE Funding \$	CSI Units	CSI Funding \$	SNAP Units	SNAP Funding \$	Other Programs Units	Other Programs Funding \$	Other Programs Funding Sources
1. Personal Care Services											
a. Personal Care Level II	22,684	\$391,300(a)	0	\$0					0	\$0	
b. Personal Care Level I	4,233	\$70,700(a)	0	\$0					0	\$0	
2. Consumer Directed In-home Services	0	\$0(a)	0	\$0					0	\$0	
3. Home Health Aide											
4. Home Delivered Meals	0	\$0(a&b)	0	\$0					0	\$0	
5. Adult Day Services	0	\$0(a&b&d)	20,900	\$230,800					118,480(c)	\$849,501	DSS, SNH, VA, Private Pay, OFA, FIDMC
6. Case Management	13,986	\$342,661	1,988	\$46,724					25,963	\$623,126	M/A
7. Congregate Meals (Total)	0	\$0(a&b)	0	\$0					0	\$0	
a) NSIP Ineligible Cong.**	0	\$0	0	\$0					0	\$0	
b) NSIP Eligible Cong.	0	\$0	0	\$0					0	\$0	
8. Nutrition Counseling	0	\$0(a&b)	0	\$0					0	\$0	
9. Assisted Transportation	132	\$2,000(a&b)	0	\$0					363	\$5,500	NYSOFA
10. Transportation	198	\$3,000(a&b)	0	\$0					363	\$5,500	NYSOFA
11. Legal Assistance											
12. Nutrition Education											
13. Information & Assistance											
14. Outreach											
15. In-Home Contact & Support	437	\$7,000(a&b&c)	1,243	\$20,199					0	\$0	
16. Sen. Center/Rec & Education	0	\$0	0	\$0					0	\$0	
17. Health Promotion	0	\$0(a&b)	0	\$0					0	\$0	
18. Personal Emergency Response	2,968	\$74,200(a&b)	0	\$0					0	\$0	
19. Caregiver Services											
20. LTC Ombudsman											
21. Other Services											
22. Planning/Implementation/Admin.											
Total		\$981,143		\$400,132		\$7,596		\$615,769		\$2,505,201	See Pages 17 - 18

(a) See Pages 29-30 of the Guide for Completion for limitations on services provided under EISEP.  
 (b) See Page 15 & 16 of the Guide for Completion for information regarding these EISEP services.  
 (c) Enter the number of LTHHCP (or other non-NSIP eligible) meals 0  
 (d) Enter the amount of Adult Day Services provided as: Non-Institutional Respite: \$ 0 Ancillary Services: \$ 0  
 (e) Enter the amount of In-home Contact & Support Services provided as: Non-Institutional Respite: \$ 7000 Ancillary Services: \$ 0

Application For Funding  
 Summary Budget for Titles III-B, III-C-1, III-C-2, III-D, III-E

Budget Category	Title III-B Area Plan Admin.	Title III-B Services	Total III-B Budget	Title III-C1 Area Plan Admin.	Title III-C1 Services	Total III-C1 Budget	Title III-C2 Area Plan Admin.	Title III-C2 Services	Total III-C2 Budget	Title III-D Budget*	Title III-E Area Plan Admin.	Title III-E Services	Total III-E Budget**
1. PERSONNEL Adjustments(a)	\$54,212	\$45,860	\$100,072	\$9,859	\$10,094	\$19,953	\$5,848	\$17,795	\$23,643	\$0	\$10,854	\$16,990	\$27,844
Adjusted Personnel	54,212	45,860	100,072	9,859	10,094	19,953	5,848	17,795	23,643	0	10,854	16,990	27,844
2. FRINGE BENEFITS	16,264	13,758	30,022	2,958	3,028	5,986	1,755	5,339	7,094	0	3,256	4,299	7,555
3. EQUIPMENT	0	0	0	0	0	30,000%	0	0	30,000%	0.00%	0	0	27.13%
4. TRAVEL	0	2,500	2,500	0	2,200	2,200	0	0	0	0	0	0	0
5. MAINTENANCE & OPERATIONS	0	19,938	19,938	0	6,943	6,943	0	4,923	4,923	315	0	16,585	16,585
6. OTHER EXPENSES	0	550	550	0	625	625	0	475	475	125	0	800	800
7. SUBCONTRACTS	2,000	233,532	235,532	3,750	326,502	330,252	0	557,952	557,952	19,462	0	199,206	199,206
8. FOOD	0	0	0	0	0	0	0	0	0	0	0	0	0
9. TOTAL BUDGET (Lines 1-8)	\$72,476	\$316,138	\$388,614	\$16,567	\$349,392	\$365,959	\$7,603	\$586,484	\$594,087	\$19,902	\$14,110	\$237,880	\$251,990
10. Less Anticipated Income	0	1,000	1,000	0	57,150	57,150	0	95,250	95,250	0	0	3,500	3,500
11. NET NSIP/COMMODITY FOOD	0	0	0	0	30,150	30,150	0	50,250	50,250	0	0	0	0
12. NET TOTAL (Line 9 Less Lines 10 & 11)	\$72,476	\$315,138	\$387,614	\$16,567	\$262,092	\$278,659	\$7,603	\$440,984	\$448,587	\$19,902	\$14,110	\$234,380	\$248,490
13. FEDERAL FUNDS REQUESTED	54,357.00	282,529.01	336,886.01	12,425.00	222,741.59	235,166.59	5,702.00	302,702.00	308,404.00	17,669.00	10,582.00	175,022.07	185,604.07
	75.00000%	89.65000%	86.50000%	75.00000%	84.99000%	84.99000%	75.00000%	68.64000%	88.78000%	88.78000%	75.00000%	74.67000%	82.88593%
14. MATCHING FUNDS	18,119.00	32,608.99	50,727.99	4,142.00	39,350.41	43,492.41	1,901.00	138,282.00	140,183.00	2,233.00	3,528.00	59,357.93	62,885.93
	25.00000%	10.3475%	13.0500%	25.0015%	15.0140%	15.0140%	25.0033%	31.3576%	31.3576%	11.2200%	25.0035%	25.3255%	25.3255%

(a) Adjustments to Personnel Roster - see Attachment E.  
 (b) Composite Fringe Benefit Percentage.  
 (c) Federal Funds Requested Cannot Exceed 75% of Net Total, Line 12.  
 (d) Federal Funds Requested Cannot Exceed 90% of Net Total, Line 12.  
 Line 1 Total APA Personnel expenses: \$80773  
 \*\*Title III-E Expenditures Budgeted for Grandparents and Other Older Relatives Caring for Children Activities: 0.00 0.0000 %  
 This service is limited to 10% of the Title III-E federal funds and local match plus income generated by these services. Do not include expenditures for grandparents and other older relatives caring for individuals with disabilities between 19-59.  
 \*\* Title III-E Expenditures Budgeted for Supplemental Services: \$4432.00 1.7836 %  
 This service is limited to 20% of the Title III-E federal funds and local match plus income generated by these services.  
 \*Percent of Federal funds budgeted for Area Plan Administration: \$83066.00 7.6648 %  
 (See Guide for Completion, page 28 & 29, for further information)

AAA: Oneida-30  
 Period: 1/1/13 to 12/31/13  
 Title III-B Period (if different than above): 01/01/2013 to 12/31/2013  
 Original Date Submitted: 03/22/2013  
 Date Revised:  
 Date Last Saved: 03/07/2013 at 10:04 AM | Last Saved By: Michael Romano

**Federal Programs-Supporting Budget Schedule**

	Title III-B	Title III-C1	Title III-C2	Title III-D	Title III-E
<b>5. MAINTENANCE &amp; OPERATIONS</b>					
A. Rental Costs from Rent Allocation Schedule	\$15,893	\$3,973	\$3,973	0	\$11,920
B. Adjustments to Rental Costs - see Attachment E	0	0	0	0	0
C. Equipment Maintenance	0	0	0	0	0
D. Equipment Costing Less Than \$1,000	725	875	200	50	920
E. Insurance	145	375	0	0	375
F. Photocopying	650	475	200	20	545
G. Postage	425	225	200	0	475
H. Printing	375	95	75	0	210
I. Supplies	875	925	275	150	1,025
J. Telephone	650	0	0	0	525
K. Other (specify):	200	0	0	35	265
L. Other (specify):	0	0	0	60	325
M. Other (specify):	\$19,938	\$6,943	\$4,923	\$ 315	\$16,585
Total Maintenance & Operations					
<b>6. OTHER EXPENSES</b>					
A. Audits	0	0	0	0	0
B. Bonding	0	0	0	0	0
C. Conferences, Seminars & Training	125	150	75	75	0
D. Membership & Subscriptions	425	475	400	50	800
E. Minor Alterations & Renovations	0	0	0	0	0
F. Other (specify):	0	0	0	0	0
G. Other (specify):	0	0	0	0	0
H. Other (specify):	0	0	0	0	0
Total Other Expenses	\$ 550	\$ 625	\$ 475	\$ 125	\$ 800

**Federal Programs-Supporting Budget Schedule**

	Title III-B	Title III-C1	Title III-C2	Title III-D	Title III-E
<b>10. ANTICIPATED INCOME</b>					
A. Participant Contributions	1,000	57,150	95,250	0	3,500
B. Other Income (specify source):	0	0	0	0	0
<b>Total Income (10A +10B)</b>	1,000	57,150	95,250	0	3,500
<b>13. FEDERAL FUNDS</b>					
A. Carryover*	52,955.01	19,650.59	0.00	0.00	49,897.07
B. Base Allocation	283,931	359,193	164,727	17,669	135,707
C. Transfer From and (To) III-B**		0	0		
D. Transfer From and (To) III-C1**	0		143,677		
E. Transfer From and (To) III-C2**	0	-143,677			
F. Supplement	0	0	0	0	0
<b>Total Federal Funds</b>	\$336,886.01	\$235,166.59	\$308,404.00	\$17,669.00	\$185,604.07
	<b>Title III-B</b>	<b>Title III-C1</b>	<b>Title III-C2</b>	<b>Title III-D</b>	<b>Title III-E</b>
<b>14. MATCHING FUNDS</b>					
Source					
(Check if In-Kind)					
<input type="checkbox"/>	50,727.99	43,492.41	140,183.00	2,233.00	62,885.93
<input type="checkbox"/>	0.00	0.00	0.00	0.00	0.00
<input type="checkbox"/>	0.00	0.00	0.00	0.00	0.00
<input type="checkbox"/>	0.00	0.00	0.00	0.00	0.00
<input type="checkbox"/>	0.00	0.00	0.00	0.00	0.00
<b>Volunteers as Match</b>	0.00	0.00	0.00	0.00	0.00
<b>Total Matching Funds</b>	\$50,727.99	\$43,492.41	\$140,183.00	\$2,233.00	\$62,885.93

\* If Carryover exceeds 7.5% of the previous year's combined total Federal award for Titles III-B, III-C, III-E or 25% for Title III-D a justification must be provided in Attachment D.  
 \*\* Provide justification for all transfers in Attachment D.

Application for Funding  
 Summary Budget for EISEP, CSE, CSI, SNAP, CRC and State Transportation Programs

Budget Category	EISEP Implementation	EISEP Services Activities	Total EISEP Budget	CSE Planning & Implementation	CSE Community Service Project Activities	Total CSE Budget	CSI Administration	CSI Services Costs	Total CSI Budget	SNAP Administration	SNAP Service Activities	Total SNAP Budget	Total CRC Budget	Total State Transportation Budget
1. PERSONNEL	\$39,565	\$90,747	\$130,312	\$39,677	\$21,291	\$60,968	\$0	\$0	\$60,968	4,845	8,922	\$13,767	0	1,000
Adjustments(a)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Personnel	39,565	90,747	130,312	39,677	21,291	60,968	0	0	60,968	4,845	8,922	13,767	0	1,000
2. FRINGE BENEFITS	11,870	27,224	39,094	11,904	6,387	18,291	0	0	18,291	1,453	2,676	4,129	0	300
Fringe Benefits Percent	0	0	30.00% (b)	0	0	30.00% (b)	0	0	30.00% (b)	0	0	29.99% (b)	0	30.00% (b)
3. EQUIPMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. TRAVEL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5. MAINTENANCE & OPERATIONS	847	21,427	22,274	701	13,754	14,455	0	0	14,455	0	1,078	1,078	0	0
6. OTHER EXPENSES	0	1,150	1,150	0	475	475	0	0	475	0	2,151	2,151	0	164
7. SUBCONTRACTS	0	788,313	788,313	0	305,943	305,943	0	7,596	305,943	0	1,100	1,100	0	0
8. FOOD	0	0	0	0	0	0	0	7,596	7,596	0	593,544	593,544	0	12,135
9. TOTAL BUDGET (Lines 1-8)	\$52,282	\$928,861	\$981,143	\$52,282	\$347,850	\$400,132	\$0	\$7,596	\$400,132	\$6,298	\$609,471	\$615,769	\$0	\$13,599
10. Income (Not Used as Local Match)	0	45,000	45,000	0	4,000	4,000	0	0	4,000	0	94,729	94,729	0	\$768
11. Less NSIP/COMMODITY FOOD	0	0	0	0	0	0	0	0	0	0	49,975	49,975	0	0
12. NET TOTAL (Line 9 Less Lines 10 & 11)	52,282	883,861	936,143	52,282	343,850	396,132	0	7,596	396,132	6,298	464,767	471,065	0	12,831
13. STATE FUNDS REQUESTED	52,282(c)	662,479(d)	714,761	52,282(c)	254,604(d)	306,886	0(d,e)	5,656(d)	306,886	6,298(c)	464,767	471,065	0	12,849
State Funds Percent	0	74.95	74.95	0	74.05	74.46	0.00	74.46	74.46	0	0	0	0	0
14. MATCHING FUNDS	0	221,382	221,382	0	89,246	89,246	0	1,940	89,246	0	0	0	0	0
Matching Funds percent	0	25.05	25.05	0	25.95	25.53	0	25.53	25.53	0	0	0	0	0

(a) Adjustments to Personnel Roster  
 (b) Composite Fringe Benefit Percentage  
 (c) 100% State Reimbursement  
 (d) 75% State Reimbursement  
 (e) Limited to 5% of total state funds (SNAP and CSI programs)  
 (f) State Transportation funds may not be utilized to purchase vehicles  
 EISEP In-Home Services Percentage: 52.27% (EISEP In-Home Services include Personal Care Level I & II & Consumer Directed In-home Services only)  
 EISEP Ancillary Services Percentage: 13.26% (Ancillary services include Adult Day Services not provided as non-institutional respite, HDM, Congregate Meals, Nutrition Counseling, Assisted Transportation/Escort, Transportation, In-home Contact and Support not provided as non-institutional respite, Health Promotion, Personal Emergency Response and Other Services.)  
 (See Guide for Completion, Pages 28 & 29 and the worksheet for additional information.)

Supporting Budget Schedule for the EISEP, CSE, CSI, SNAP CRC and State Transportation Programs

	EISEP	CSE	CSI	SNAP	CRC	State Transportation
<b>5. MAINTENANCE &amp; OPERATIONS</b>						
A. Rental Costs from Rent Allocation Schedule	\$14,304	\$11,920	\$0	\$0	\$0	\$0
B. Adjustments to Rental Costs - see Attachment E	0	0	0	0	0	0
C. Equipment Maintenance	0	0	0	0	0	0
D. Equipment Costing Less Than \$1,000	0	0	0	0	0	0
E. Insurance	1,200	125	0	0	463	0
F. Photocopying	200	0	0	0	120	0
G. Postage	600	545	0	0	305	0
H. Printing	1,950	255	0	0	75	77
I. Supplies	725	240	0	0	213	0
J. Telephone	2,500	720	0	0	775	0
K. Other (specify):	625	650	0	0	200	87
L. Other (specify):	70	0	0	0	0	0
M. Other (specify):	100	0	0	0	0	0
Total Maintenance & Operations	\$22,274	\$14,455	\$0	\$2,151	\$0	\$164
<b>6. OTHER EXPENSES</b>						
A. Audits	0	0	0	0	0	0
B. Bonding	0	0	0	0	0	0
C. Conferences, Seminars & Training	0	0	0	0	0	0
D. Membership & Subscriptions	0	0	0	0	400	0
E. Minor Alterations & Renovations	1,150	475	0	0	700	0
F. Other* (specify):	0	0	0	0	0	0
G. Other* (specify):	0	0	0	0	0	0
H. Other* (specify):	0	0	0	0	0	0
Total Other Expenses	\$1,150	\$475	\$0	\$1,100	\$0	\$0

\*Equipment and assistive devices purchased as EISEP Ancillary Services must be included on line 6. F, G or H unless they are purchased as part of a subcontract.

Supporting Budget Schedule for the EISEP, CSE, CSI, SNAP, CRC and State Transportation Programs

10. ANTICIPATED INCOME	EISEP	CSE	CSI	SNAP	CRC	State Transportation
A. Cost Sharing	45,000		0			
B. Cost Sharing Transferred from EISEP to CSE	0		0			
C. Net Cost Sharing (10A+ or -10B)	45,000		0			
D. Participant Contributions	0	4,000	0	94,729	0	768
E. Other Income (specify source):	0	0	0	0	0	0
F. Contributions Used as Match	0	0	0	0	0	0
Total Income (10C+10D+10E-10F)	\$45,000	\$4,000	\$0	\$94,729	\$0	\$768
14. Matching Funds						
Source						
County Share	221,382	89,246	1,940	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
Volunteers as Match	0	0	0	0	0	0
Contributions Used as Match	0	0	0	0	0	0
Total Matching Funds	\$221,382	\$89,246	\$1,940	\$0	\$0	\$0

Application For Funding  
 Summary Budget for HIICAP and WRAP

Budget Category	HIICAP	Total WRAP Budget
<b>1. PERSONNEL</b>		
Adjustments	\$ 0	
Adjusted Personnel	0	
<b>2. FRINGE BENEFITS</b>		
	0	
	0.00% (a)	
<b>3. EQUIPMENT</b>	0	
<b>4. TRAVEL</b>	0	
<b>5. MAINTENANCE &amp; OPERATIONS</b>		
	240	
<b>6. OTHER EXPENSES</b>		
	200	
<b>7. SUBCONTRACTS</b>		
	33,995	
<b>8. LAST RESORT FUNDS</b>		
<b>9. TOTAL BUDGET (Lines 1-8)</b>		
	\$34,435	
<b>10. Less Anticipated Income</b>		
	833	
<b>11. NET TOTAL (Line 9 Less Line 10)</b>		
	\$33,602	
<b>12. FEDERAL/STATE FUNDS REQUESTED</b>		
	33,602	
<b>13. MATCHING FUNDS</b>		
	0	

(a) Composite Fringe Benefit Percentage.



Supporting Budget Schedule for HIICAP and WRAP

	HIICAP	WRAP
<b>5. MAINTENANCE &amp; OPERATIONS</b>		
A. Rental Costs from Rent Allocation Schedule	\$ 0	
B. Adjustments to Rental Costs - see Attachment E	0	
C. Equipment Maintenance	0	
D. Equipment Costing Less Than \$1,000	0	
E. Insurance	0	
F. Photocopying	100	
G. Postage	0	
H. Printing	0	
I. Supplies	0	
J. Telephone	140	
K. Other (specify):	0	
L. Other (specify):	0	
M. Other (specify):	0	
Total Maintenance & Operations	\$ 240	
<b>6. OTHER EXPENSES</b>		
A. Audits	0	
B. Bonding	0	
C. Conferences, Seminars & Training	200	
D. Membership & Subscriptions	0	
E. Minor Alterations & Renovations	0	
F. Other (specify):	0	
G. Other (specify):	0	
H. Other (specify):	0	
Total Other Expenses	\$ 200	

Supporting Budget Schedule for HIICAP and WRAP

10. ANTICIPATED INCOME	HIICAP	WRAP
A. Participant Contributions	833	
B. Other Income (specify source):	0	
Total Income (10A + 10B)	833	
<b>12. STATE OR FEDERAL FUNDS</b>		
A. Carryover (WRAP only)		
B. Base Allocation	33,602	
C. Supplement	0	
Total State or Federal Funds	\$33,602	
<b>13. MATCHING FUNDS</b>		
Source (Check if In-Kind)		
<input type="checkbox"/>	0	
<input type="checkbox"/>	0	
<input type="checkbox"/>	0	
<input type="checkbox"/>	0	
<input type="checkbox"/>	0	
Total Matching Funds	\$0	

PERSONNEL ROSTER

Complete For Each Position (N) Name (I) Title	1 Annual Salary	2 Title-III Area Plan Admin. <sup>(a)</sup>	3 Title III-B Services	4 Title III-C1 Services	5 Title III-C2 Services	6 Title III-E Services	7 EISEP			8 CSE			9 SNAP			10 OTHER FUNDING		SOURCES (b)
							7a Implementation	7b EISEP Services	7c	8a Plan & Implementation	8b CSE Services	9a SNAP Administration	9b SNAP Services	Amount	Percentage			
N Allard, Mary Lou	34,108	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30,697	#15
T Social Worker	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	90.00%	#15
N Allen-Burdick C.***	42,372	4,661	847	4,237	12,712	0	0	0	0	0	0	0	0	0	0	0	13,559	#15
T Other: Nutrition Services Coordinator	100.00%	11.00%	2.00%	10.00%	30.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	32.00%	#15
N Anodio, P.	35,510	3,551	0	0	0	0	0	0	0	0	0	0	0	0	0	0	31,959	#13
T Other: Senior Clerk	100.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	90.00%	#13
N Arcuri, Terrie	8,978	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8,978	#13 #15
T Clerk	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	#13 #15
N Beech, Jessica	25,024	5,005	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16,766	#15
T Other: Principal Account Clerk	100.00%	20.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	67.00%	#15
N Binney, Sue	32,932	0	0	0	0	0	0	1,647	6,586	0	0	0	0	0	0	0	24,699	#15
T Other: Medical Worker	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	5.00%	20.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	75.00%	#15
N Buck, G.	47,402	7,110	0	0	0	0	0	2,370	0	0	0	0	0	0	0	0	35,078	#13 #15
T Other: Sr. Administrative Assistant	100.00%	15.00%	0.00%	0.00%	0.00%	0.00%	0.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	74.00%	#13 #15
N DeRosa, D.	58,918	2,946	5,892	0	0	0	0	0	8,838	0	0	0	0	0	0	0	40,064	#15
T Other: OCC Nurse Coordinator	100.00%	5.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0.00%	15.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	68.00%	#15
N Hammill, L.	49,112	2,456	0	0	0	0	0	0	7,367	0	0	0	0	0	0	0	38,307	#15
T Other: OCC Nurse Coordinator	100.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	15.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	78.00%	#15
Subtotal Page 1	334,356	25,729	6,739	4,237	12,712	0	0	4,017	26,202	4,872	2,160	3,344	4,237	240,107				

(a) This column includes Area Plan Administration salaries budgeted under Title III-B, III-C1, III-C2, and/or III-E. For Positions used as in-kind, note with (\*).  
 AAA staff designated or responsible for nutrition program oversight and/or operations, note with (\*\*\*)

(b) Other Funding Source Codes:  
 1) Title VII  
 2) Title V  
 3) Systems Integration Grant  
 4) Title III-D  
 5) CSI  
 6) State Caregivers (CRC)  
 7) State L/TCOP  
 8) RSVP  
 9) State Respite Program  
 10) HHCAP  
 11) NY Connects/ADRC  
 12) Transportation  
 13) County Funds  
 14) MPPA  
 15) Other: M/A  
 16) Other: CD-EISEP  
 17) Other:  
 18) Other:  
 19) Other:  
 20) Other:  
 21) Other:  
 22) Other:  
 23) Other:  
 24) Other:

1,149,061	80,773	45,860	10,094	17,795	16,990	39,565	90,747	39,677	21,291	8,922	772,502
<b>GRAND TOTAL</b>											

PERSONNEL ROSTER

Complete For Each Position [N] Name [I] Title	1 Annual Salary	2 Title-III Area Plan Admin. <sup>(a)</sup>	3 Title III-B Services	4 Title III-C1 Services	5 Title III-C2 Services	6 Title III-E Services	7 EISEP			8 CSE			9 SNAP		10 OTHER FUNDING		SOURCES (b)	
							7a Implementation	7b EISEP Services	7c Implementation	8a Plan & Implementation	8b CSE Services	9a SNAP Administration	9b SNAP Services	Amount	Percentage			
N Hanrahan, J.	48,952	4,895	9,790	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#2 #15 #13
T Other: Sr Administrative Assistant	100.00%	10.00%	20.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	#15
N Jarosz, John Sr.	26,754	0	5,351	1,338	5,083	3,478	0	0	0	0	0	0	0	0	0	0	0	#15
T Social Worker	100.00%	0.00%	20.00%	5.00%	19.00%	13.00%	0	0	0	0	0	0	0	0	0	0	0	#15
N Kotary-Piersma, T.	41,401	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#15
T Other: Data Processing Clerk	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	#15
N Lewis, G.	8,978	4,489	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#15
T Clerk	100.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0	0	0	0	0	0	0	0	0	0	0	#15
N Marafioti, L.	48,452	0	0	0	0	0	485	4,845	0	0	0	0	0	0	0	0	0	#15
T Other: OCC Program Nurse	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	#15
N Mather, R.	5,130	513	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#15
T Clerk	100.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0	0	0	0	0	0	0	0	0	0	0	#13
N Pandolf, K.	52,735	0	0	0	0	0	0	527	5,274	0	0	0	0	0	0	0	0	#15
T Other: OCC Program Nurse	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	#15
N Perritano, S.	50,020	23,009	0	0	0	0	7,503	75,030	0	0	0	0	0	0	0	0	0	#16 #12 #15
T Other: Administrative Officer	100.00%	46.00%	0.00%	0.00%	0.00%	0.00%	15.00%	15.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	#15
N Pomeroy, H.	49,366	3,949	1,481	0	0	0	4,937	4,937	0	0	0	0	0	0	0	0	0	#16 #15
T Other: Senior Social Worker	100.00%	8.00%	3.00%	0.00%	0.00%	0.00%	10.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	#16 #15
Subtotal Page 2	331,792	36,855	16,622	1,338	5,083	3,478	13,452	16,808	12,440	2,675	1,501	1,070	0	0	0	0	0	

(a) This column includes Area Plan Administration salaries budgeted under Title III-B, III-C1, III-C2, and/or III-E.  
 For positions used as in-kind, note with (\*)  
 AAA staff designated or responsible for nutrition program oversight and/or operations, note with (\*\*\*)

(b) Other Funding Source Codes:

- 1) Title VII
- 2) Title V
- 3) Systems Integration Grant
- 4) Title III-D
- 5) CSI
- 6) State Caregivers (CRC)
- 7) State LTCOP
- 8) RSVP
- 9) State Respite Program
- 10) HHCAP
- 11) NY Connects/ADRC
- 12) Transportation
- 13) County Funds
- 14) MIPPA
- 15) Other: M/A
- 16) Other: CD-EISEP
- 17) Other:
- 18) Other:
- 19) Other:
- 20) Other:
- 21) Other:
- 22) Other:
- 23) Other:
- 24) Other:

1,149,061	80,773	45,860	10,094	17,795	16,990	39,565	90,747	39,677	21,291	8,922	4,845	772,502
<b>GRAND TOTAL</b>												

PERSONNEL ROSTER

Complete For Each Position (N) Name (T) Title	1 Annual Salary	2 Title-III Area Plan Admin. <sup>(a)</sup>	3 Title III-B Services	4 Title III-C1 Services	5 Title III-C2 Services	6 Title III-E Services	7 EISEP			8 CSE			9 SNAP		10 OTHER FUNDING		SOURCES (b)
							7a Implementation	7b EISEP Services	7c Implementation	7d EISEP Services	7e Implementation	7f EISEP Services	7g Implementation	7h EISEP Services	7i Implementation	7j EISEP Services	
N Rashid, S.	35,266	0	1,763	0	0	1,763	0	8,817	0	3,527	0	0	0	0	19,396	0	#15
T Social Worker	100.00%	0.00%	5.00%	0.00%	0.00%	5.00%	0.00%	25.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%	55.00%	0.00%	#15
N Roach, J.	58,624	2,931	0	0	0	0	0	0	0	1,759	0	0	0	0	53,934	0	#13
T Other: Program Analyst	100.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	3.00%	0.00%	0.00%	0.00%	0.00%	92.00%	0.00%	#13
N Roman, I.	53,731	0	1,075	0	0	0	0	537	0	0	0	0	0	0	46,746	0	#15
T Other: OCC Program Nurse	100.00%	0.00%	2.00%	0.00%	0.00%	0.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	87.00%	0.00%	#15
N Romano, M.	67,086	7,379	0	0	0	0	0	0	0	6,709	0	0	0	0	52,998	0	#13
T Director	100.00%	11.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%	79.00%	0.00%	#13
N Sears, L.	62,326	4,986	0	0	0	0	0	1,870	0	6,856	0	0	0	0	48,614	0	#15
T Other: Case Supervisor, Grade B	100.00%	8.00%	0.00%	0.00%	0.00%	0.00%	0.00%	3.00%	0.00%	11.00%	0.00%	0.00%	0.00%	0.00%	78.00%	0.00%	#15
N Smith, K.	31,707	0	1,583	0	0	0	0	317	0	0	0	0	0	0	26,634	0	#15
T Other: OCC Program Nurse	100.00%	0.00%	5.00%	0.00%	0.00%	0.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	84.00%	0.00%	#15
N Sterling, D.	45,353	0	9,071	2,268	0	5,896	0	11,338	0	4,535	0	0	0	0	10,431	0	#15
T Social Worker	100.00%	0.00%	20.00%	5.00%	0.00%	13.00%	0	25.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%	23.00%	0.00%	#15
N Truax, Virginia	22,594	1,130	0	0	0	0	0	18,075	0	3,389	0	0	0	0	0	0	#15
T Other: Senior Account Clerk	100.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	80.00%	0.00%	15.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	#15
N VACANT	35,262	1,763	0	0	0	0	0	0	0	1,058	0	0	0	0	32,441	0	#15
T Other: Program Analyst	100.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	3.00%	0.00%	0.00%	0.00%	0.00%	92.00%	0.00%	#15
Subtotal Page 3	411,949	18,189	13,494	2,268	0	7,659	0	28,699	0	19,771	8,062	0	1,814	0	291,194	0	

(a) This column includes Area Plan Administration salaries budgeted under Title III-B, III-C1, III-C2, and/or III-E.  
 For Positions used as in-kind, note with (\*)  
 AAA staff designated or responsible for nutrition program oversight and/or operations, note with (\*\*\*)

(b) Other Funding' Source Codes:

- 1) Title VII
- 2) Title V
- 3) Systems Integration Grant
- 4) Title III-D
- 5) CSI
- 6) State Caregivers (CRC)
- 7) State LTCOP
- 8) RSVP
- 9) State Respite Program
- 10) HHCAP
- 11) NY Connects/ADRC
- 12) Transportation
- 13) County Funds
- 14) MIPPA
- 15) Other: M/A
- 16) Other: CD-EISEP
- 17) Other:
- 18) Other:
- 19) Other:
- 20) Other:
- 21) Other:
- 22) Other:
- 23) Other:
- 24) Other:



**EQUIPMENT SCHEDULE\***

Equipment Item (Unit cost or annual rental of \$1,000 or more)	1 Quantity	2 Unit Price	3 Total Cost (1 x 2)	4 Title III-B Cost	5 Title III-C1 Cost	6 Title III-C2 Cost	7 Title III-D Cost	8 Title III-E Cost	9 EISEP Cost	10 CSE Cost	11 SNAP Cost	12 Other Funding Sources** Amount		
<b>PAGE TOTAL</b>														

\* A/V should not include items purchased as EISEP ancillary services. These items should be included on Page 31. Supporting Budget Schedule for EISEP, CSE, SNAP, CRC and State Transportation under 6 Other Expenses, lines F through H.  
 \*\* A/V should not include items purchased as EISEP ancillary services. These items should be included on Page 31. Supporting Budget Schedule for EISEP, CSE, SNAP, CRC and State Transportation under 6 Other Expenses, lines F through H.  
 \*\*\* A/V should not include items purchased as EISEP ancillary services. These items should be included on Page 31. Supporting Budget Schedule for EISEP, CSE, SNAP, CRC and State Transportation under 6 Other Expenses, lines F through H.

- 1) Title VII
- 2) Title V
- 3) Systems Integration Grant
- 4) N/A (III-D)
- 5) CSI
- 6) State Caregivers (CRC)
- 7) State LTCOP
- 8) RSVF
- 9) State Respite Program
- 10) HICAP
- 11) NY Connects/POE
- 12) Transportation
- 13) County Funds
- 14) N/A
- 15) Other:
- 16) Other:
- 17) Other:
- 18) Other:
- 19) Other:
- 20) Other:

RENT ALLOCATION SCHEDULE

Complete For Each Location	1 Annual Cost	2 Title III-B	3 Title III-C1	4 Title III-C2	5 Title III-E	6 EISEP	7 CSE	8 SNAP	9 OTHER FUNDING
									Source(s)** Amount
Address: 235 Elizabeth Street, Utica, New York 13501									#11 #15
Owner: Oneida County									
Annual Rent: 0	79,464	15,893	3,973	3,973	11,920	14,304	11,920	0	17,481
Maint-in-Lieu: 0	100.00%	20.00%	5.00%	5.00%	15.00%	18.00%	15.00%	0.00%	22.00%
Address:									
Owner:									
Annual Rent:									
Maint-in-Lieu:									
Address:									
Owner:									
Annual Rent:									
Maint-in-Lieu:									
Address:									
Owner:									
Annual Rent:									
Maint-in-Lieu:									
Subtotal Page 1	79,464	15,893	3,973	3,973	11,920	14,304	11,920	0	17,481
For Locations Used as In-Kind, Note with Asterisk (*).									
** Other Funding Source Codes:									
1) Title VII	5) CSI	9) State Respite Program	13) County Funds	17) Other:	21) Other:				
2) Title V	6) State Caregivers (CRC)	10) HICAP	14) MIPPA	18) Other:	22) Other:				
3) Systems Integration Grant	7) State LTCCOP	11) NY Connects/ADRC	15) Other: MA	19) Other:	23) Other:				
4) Title III-D	8) RSYP	12) Transportation	16) Other:	20) Other:	24) Other:				
<b>GRAND TOTAL</b>	<b>79,464</b>	<b>15,893</b>	<b>3,973</b>	<b>3,973</b>	<b>11,920</b>	<b>14,304</b>	<b>11,920</b>	<b>0</b>	<b>17,481</b>





For each contract:  
 Check if contract is active  
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable services(s) for each

Subcontractor Roster

Name: Alzheimer's Association, Inc	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Contractor Code: 30041	\$ 0	\$ 0	\$ 0	\$ 0	\$63,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$63,000
Minority Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)
Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No										
Name: Ava Dorfman Sr Cit Center	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Contractor Code: 30013	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$63,000	\$ 0	\$ 0	\$ 0	\$63,000
Minority Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)
Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No										
Name: Bishop, Kathleen	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Contractor Code: 30069	\$14,040	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$14,040
Minority Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)
Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No										

PAGE 1 SUBTOTAL	\$ 0	\$ 0	\$ 0	\$ 0	\$63,000	\$ 0	\$63,000	\$ 0	\$ 0	\$ 0	\$140,040
GRAND TOTAL	\$235,532	\$330,252	\$557,952	\$19,462	\$199,206	\$788,313	\$305,943	\$7,596	\$593,544	\$1,278,337	\$4,316,137

For each contract:  
 Check if contract is active  
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Subcontractor Roster

Name: Caregivers	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Contractor Code: 30001 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$2,000 Services to be provided: 2 (Must be completed)	\$97,000 Services to be provided: 2 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$99,000 Services to be provided: 4 (Must be completed)
Name: Cathie Lee's Home Health Care Providers Contractor Code: 30036 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$65,000 Services to be provided: 2 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$65,000 Services to be provided: 2 (Must be completed)
Name: Darman, Pamela G. RD/MPS Contractor Code: 30033 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	\$ 0 Services to be provided: 0 (Must be completed)	\$3,852 Services to be provided: 2 (Must be completed)	\$7,592 Services to be provided: 2 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$17,860 Services to be provided: 2 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$29,304 Services to be provided: 6 (Must be completed)

PAGE 2 SUBTOTAL	\$ 0	\$3,852	\$7,592	\$ 0	\$2,000	\$162,000	\$ 0	\$ 0	\$17,860	\$ 0	\$193,304
GRAND TOTAL	\$235,532	\$530,252	\$557,952	\$19,462	\$199,206	\$788,313	\$305,943	\$7,596	\$593,544	\$1,278,337	\$4,316,137

For each contract:

Check if contract is active

Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Subcontractor Roster		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL	
Name: Family Home Care Contractor Code: 30002 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:		\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$82,000 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$82,000 Services to be provided: <input type="checkbox"/> (Must be completed)
Name: Gruzzi, Joseph, Esq. Contractor Code: 30051 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:		\$12,500 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$12,500 Services to be provided: <input type="checkbox"/> (Must be completed)
Name: Greater Mohawk Valley Community & Elderwellness Co Contractor Code: 30063 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:		\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$50,000 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$70,000 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$120,000 Services to be provided: <input type="checkbox"/> (Must be completed)

PAGE 3 SUBTOTAL	\$12,500	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$132,000	\$ 0	\$ 0	\$ 0	\$70,000	\$ 0	\$214,500
GRAND TOTAL	\$235,532	\$330,252	\$557,952	\$19,462	\$199,206	\$788,313	\$305,943	\$7,596	\$593,544	\$1,278,337	\$4,316,137		

For each contract:  
 Check if contract is active  
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable services(s) for each

Subcontractor Roster

Name:	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
<b>Name:</b> Healthcare Monitoring, Inc <b>Contractor Code:</b> 30052	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$1,000 Services to be provided: <input type="checkbox"/> (Must be completed)	\$44,000 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$45,000 Services to be provided: <input type="checkbox"/> (Must be completed)
<b>Minority Contractor:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
<b>Rural Contractor:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
<b>Number of contracts, (State &amp; Federal), with this contractor:</b> Contract is: Active: New:											
<b>Name:</b> Koniewicz-Everett, Susan <b>Contractor Code:</b> 30076	\$6,000 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$6,000 Services to be provided: <input type="checkbox"/> (Must be completed)
<b>Minority Contractor:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
<b>Rural Contractor:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
<b>Number of contracts, (State &amp; Federal), with this contractor:</b> Contract is: Active: New:											
<b>Name:</b> Legal Aid Society <b>Contractor Code:</b> 30020	\$12,500 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$12,500 Services to be provided: <input type="checkbox"/> (Must be completed)
<b>Minority Contractor:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
<b>Rural Contractor:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
<b>Number of contracts, (State &amp; Federal), with this contractor:</b> Contract is: Active: New:											

<b>PAGE 4 SUBTOTAL</b>	\$ 0	\$ 0	\$ 0	\$ 0	\$1,000	\$44,000	\$ 0	\$ 0	\$ 0	\$ 0	\$63,500
<b>GRAND TOTAL</b>	\$18,500	\$330,252	\$557,952	\$19,462	\$199,206	\$788,313	\$305,943	\$7,596	\$593,544	\$1,278,337	\$4,316,137

For each contract:  
 Check if contract is active  
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

**Subcontractor Roster**

Name: Lifeline Systems, Inc Contractor Code: 30031	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Minority Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$1,200 Services to be provided: 1 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$1,200 Services to be provided: 1 (Must be completed)
Minority Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$32,000 Services to be provided: 1 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$32,000 Services to be provided: 1 (Must be completed)
Minority Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 800 Services to be provided: 1 (Must be completed)	\$ 800 Services to be provided: 1 (Must be completed)
<b>PAGE 5 SUBTOTAL</b>	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$1,200	\$32,000	\$ 0	\$ 0	\$ 800	\$34,000
<b>GRAND TOTAL</b>	\$235,532	\$330,252	\$557,952	\$19,462	\$199,206	\$788,313	\$305,943	\$7,596	\$593,544	\$1,278,337	\$4,316,137

For each contract:  
 Check if contract is active  
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Subcontractor Roster

Name: Neighborhood Center, Inc Contractor Code: 30077		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Minority Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$2,560 Services to be provided: 1 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$2,560 Services to be provided: 1 (Must be completed)
Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	[1] <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No											
Name: North Utica Senior Citizens Recreation Center, Inc Contractor Code: 30045		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Minority Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$186,492 Services to be provided: 3 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$11,110 Services to be provided: 1 (Must be completed)	\$5,462 Services to be provided: 1 (Must be completed)	\$120,964 Services to be provided: 2 (Must be completed)	\$198,987 Services to be provided: 1 (Must be completed)	\$44,415 Services to be provided: 4 (Must be completed)	\$7,596 Services to be provided: 1 (Must be completed)	\$39,674 Services to be provided: 2 (Must be completed)	\$385,357 Services to be provided: 5 (Must be completed)	\$1,000,057 Services to be provided: 20 (Must be completed)
Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	[3] <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Name: Oneida County Office of Workforce Development Contractor Code: 30004		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Minority Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$50,000 Services to be provided: 1 (Must be completed)	\$50,000 Services to be provided: 1 (Must be completed)
Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	[1] <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											

PAGE 6 SUBTOTAL	\$186,492	\$ 0	\$11,110	\$5,462	\$123,524	\$198,987	\$44,415	\$7,596	\$39,674	\$435,357	\$1,052,617
GRAND TOTAL	\$235,532	\$30,252	\$557,952	\$19,462	\$199,206	\$788,313	\$305,943	\$7,596	\$593,544	\$1,278,337	\$4,316,137

For each contract:  
 Check if contract is active  
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Subcontractor Roster

Name:	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
<b>Name:</b> Parkway Senior Center <b>Contractor Code:</b> 30030 <b>Employer ID:</b> <b>Minority Contractor:</b> <b>Rural Contractor:</b> <b>Number of contracts, (State &amp; Federal), with this contractor:</b> <b>Contract is:</b> <b>Active:</b> <b>New:</b>	\$2,000 <small>Services to be provided: 2 (Must be completed)</small>	\$0 <small>Services to be provided: 2 (Must be completed)</small>	\$0 <small>Services to be provided: 2 (Must be completed)</small>	\$14,000 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$8,000 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$12,135 <small>Services to be provided: 2 (Must be completed)</small>	\$36,135 <small>Services to be provided: 6 (Must be completed)</small>
<b>Name:</b> PeerPlace, Inc. <b>Contractor Code:</b> 30072 <b>Employer ID:</b> <b>Minority Contractor:</b> <b>Rural Contractor:</b> <b>Number of contracts, (State &amp; Federal), with this contractor:</b> <b>Contract is:</b> <b>Active:</b> <b>New:</b>	\$2,000 <small>Services to be provided: 1 (Must be completed)</small>	\$3,750 <small>Services to be provided: 1 (Must be completed)</small>	\$1,500 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$3,500 <small>Services to be provided: 1 (Must be completed)</small>	\$3,126 <small>Services to be provided: 1 (Must be completed)</small>	\$2,728 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$1,200 <small>Services to be provided: 1 (Must be completed)</small>	\$25,096 <small>Services to be provided: 1 (Must be completed)</small>	\$42,900 <small>Services to be provided: 8 (Must be completed)</small>
<b>Name:</b> Presbyterian Home <b>Contractor Code:</b> 30009 <b>Employer ID:</b> <b>Minority Contractor:</b> <b>Rural Contractor:</b> <b>Number of contracts, (State &amp; Federal), with this contractor:</b> <b>Contract is:</b> <b>Active:</b> <b>New:</b>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$50,000 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$50,000 <small>Services to be provided: 1 (Must be completed)</small>

<b>PAGE 7 SUBTOTAL</b>	\$4,000	\$3,750	\$1,500	\$14,000	\$3,500	\$3,126	\$60,728	\$0	\$1,200	\$37,231	\$129,035
<b>GRAND TOTAL</b>	\$235,532	\$330,252	\$557,952	\$19,462	\$199,206	\$788,313	\$305,943	\$7,596	\$593,544	\$1,278,337	\$4,316,137



For each contract:  
 Check if contract is active  
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

**Subcontractor Roster**

Name: Prestige Services, Inc. Contractor Code: 30022 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	III-B \$ 0 Services to be provided: 0 (Must be completed)	III-C1 \$322,650 Services to be provided: 1 (Must be completed)	III-C2 \$537,750 Services to be provided: 1 (Must be completed)	III-D \$ 0 Services to be provided: 0 (Must be completed)	III-E \$3,432 Services to be provided: 1 (Must be completed)	EISEP \$ 0 Services to be provided: 0 (Must be completed)	CSE \$ 0 Services to be provided: 0 (Must be completed)	CSI \$ 0 Services to be provided: 0 (Must be completed)	SNAP \$534,810 Services to be provided: 1 (Must be completed)	OTHER \$616,616 Services to be provided: 1 (Must be completed)	TOTAL \$2,015,258 Services to be provided: 5 (Must be completed)
Name: Resource Center for Independent Living Contractor Code: 30015 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	III-B \$ 0 Services to be provided: 0 (Must be completed)	III-C1 \$ 0 Services to be provided: 0 (Must be completed)	III-C2 \$ 0 Services to be provided: 0 (Must be completed)	III-D \$ 0 Services to be provided: 0 (Must be completed)	III-E \$750 Services to be provided: 1 (Must be completed)	EISEP \$ 0 Services to be provided: 0 (Must be completed)	CSE \$105,800 Services to be provided: 1 (Must be completed)	CSI \$ 0 Services to be provided: 0 (Must be completed)	SNAP \$ 0 Services to be provided: 0 (Must be completed)	OTHER \$ 0 Services to be provided: 0 (Must be completed)	TOTAL \$106,550 Services to be provided: 2 (Must be completed)
Name: Response 4 Help -formerly Response Link Contractor Code: 30059 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	III-B \$ 0 Services to be provided: 0 (Must be completed)	III-C1 \$ 0 Services to be provided: 0 (Must be completed)	III-C2 \$ 0 Services to be provided: 0 (Must be completed)	III-D \$ 0 Services to be provided: 0 (Must be completed)	III-E \$ 0 Services to be provided: 0 (Must be completed)	EISEP \$29,000 Services to be provided: 1 (Must be completed)	CSE \$ 0 Services to be provided: 0 (Must be completed)	CSI \$ 0 Services to be provided: 0 (Must be completed)	SNAP \$ 0 Services to be provided: 0 (Must be completed)	OTHER \$ 0 Services to be provided: 0 (Must be completed)	TOTAL \$29,000 Services to be provided: 1 (Must be completed)

PAGE 8 SUBTOTAL	\$ 0	\$322,650	\$537,750	\$ 0	\$4,182	\$29,000	\$105,800	\$ 0	\$534,810	\$616,616	\$2,150,808
GRAND TOTAL	\$235,532	\$330,252	\$557,952	\$19,462	\$199,206	\$788,313	\$305,943	\$7,596	\$593,544	\$1,278,337	\$4,316,137

For each contract:  
 Check if contract is active  
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Subcontractor Roster

Name: SUNY @ Albany		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Contractor Code: 30068		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$118,333	\$118,333
Minority Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)										
Rural Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)										
Number of contracts, (State & Federal), with this contractor:	[2]	Services to be provided: <input type="checkbox"/> (Must be completed)										
Contract is:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)										
Active:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)										
New:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)										
Name: U.S. Care		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Contractor Code: 30006		\$ 0	\$ 0	\$ 0	\$ 0	\$2,000	\$218,000	\$ 0	\$ 0	\$ 0	\$ 0	\$220,000
Minority Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)										
Rural Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)										
Number of contracts, (State & Federal), with this contractor:	[1]	Services to be provided: <input type="checkbox"/> (Must be completed)										
Contract is:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)										
Active:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)										
New:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)										
Name:		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Contractor Code:		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Minority Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)										
Rural Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)										
Number of contracts, (State & Federal), with this contractor:	[1]	Services to be provided: <input type="checkbox"/> (Must be completed)										
Contract is:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)										
Active:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)										
New:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)										

PAGE 9 SUBTOTAL	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$2,000	\$218,000	\$ 0	\$ 0	\$ 0	\$118,333	\$338,333
GRAND TOTAL	\$235,532	\$330,252	\$557,952	\$19,462	\$199,206	\$788,313	\$305,943	\$7,596	\$593,544	\$1,278,337	\$4,316,137	

### ATTACHMENTS

Check [  ] attachments included with this Plan.

Forms are provided for Attachments A, B, C, D, E, and F.

*Note: Letters of comment received on the expected impact of (and agency relationships under) CSE Projects and EISEP from local Departments of Social Services, Health, Mental Health and any other county and City of New York agencies and CASA-type agencies, must be maintained on file locally for State Office review.*

[] **ATTACHMENT A:** Standard Assurances

**Note: Area Agency on Aging Director's original signature is required on the first page of the Standard Assurances assuring that the AAA will fully comply with the Standard Assurances contained in this attachment. The AAA is required to submit only the certification (page 35).**

[] **ATTACHMENT B:** Priority Services Expenditure Report

This report **must** be completed and returned by **each** area agency.

[] **ATTACHMENT C:** Summary of **major changes** and/or justification for **new direct services**

This **must** be completed and returned by **each** AAA.

[] **ATTACHMENT D:** Justification for excess Title III Carryover and Title III Transfers

[] **ATTACHMENT E:** Fringe Benefit Policy/Travel Reimbursement Policy  
Adjustments to Personnel Roster and Rent Allocation Schedule

[  ] **ATTACHMENT F:** Volunteers Used as Match Worksheet

4/01/13 - 3/31/14

**ATTACHMENT B**

**PRIORITY SERVICES EXPENDITURE REPORT**

Instructions: Using actual expenditures for the period, October 1, 2011 - September 30, 2012, submit this completed and certified report with the 2013-14 Plan. To access the on-line expenditure report, return to the NYSOFA Budgeting and Reporting Systems Main Menu, click on CAARS Quarterly, select any period, and click "Go To Report". On the CAARS Quarterly Main Menu, under "Tools", click on "Go To Reports". Select beginning period October 1, 2011; Select ending Period of September 30, 2012; then click Expenditures Report. A PDF version of the report will generate in a separate window for your review.

Please see *Guide for Completion*

Column A: Include Title III-B expenditures (services dollars only - Federal, Non-Federal and Income) for:

Row 1. **Access:** transportation, outreach, information and assistance, case management

Row 2. **In-home:** personal care level I, personal care level II, home health aide, consumer directed in-home services, in-home contact & support, caregiver services

Row 3. **Legal:** legal advice & representation by an attorney (including, to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the supervision of an attorney), and includes counseling or representation by a non-lawyer where permitted by law, to older adults with economic or social needs. (Also see 94-PI-52, 12/29/94.)

Row 4. **All Other Services:** necessary to sum total services dollars expended.

Row 5. **Subtotal:** all services dollars expended.

Row 6. **Over Match:** must be removed from total.

Row 7. **Total:** [T] should indicate all Title III-B services dollars with required match only. Be sure to subtract any over match.

Column B: To calculate the percentage of each Priority Service in Column A, divide each Priority Service Expenditure, on Column A by the total [T] Expenditure in Column A, Line 7.

**If the percentage in Column B meets the minimum required percentage STOP do not continue.**

If it does not, then continue in Column C. Include only the required amount from CSE and/or SNAP expenditures required to meet the Percentage in each of the Priority Services areas. (See instructions in Guide on how to calculate the minimum percentage amounts.)

**Notes:**

[S] Include SNAP dollars for Access **only**.

[H] Includes CSE dollars for Home Health Aide, In-Home Contact & Support and Caregiver Services **only**.

Column D: add Columns A and C for Lines 1, 2 & 3.

Column E: calculate the percentage of each Priority Service separately. For each priority service divide dollars for the combined III-B and CSE/SNAP amounts (Column D) by the sum of the III-B total [T] in Column A, Line 7, plus the Priority Service's amount in Column C.

Category & Minimum Required Percentage	(A)	(B)	(C)	(D)	(E)
	III-B Services Expenditures	Percent (A)/[T]	CSE (& SNAP for Access)	Services Combined Total (A) + (C)	Percent (D)/{(T)+(C)}
1. Access 20.0%	216,132.00	87.39	0.00 [S]	216,132.00	87.39
2. In-Home 2.5%	3,407.00	1.38	13,322.00 [H]	16,729.00	6.42
3. Legal 7.0%	27,794.00	11.24	0.00	27,794.00	11.24
4. All Other Services	0.00				
5. Subtotal	247,333.00				
6. Over Match (-)	0.00				
7. Total	247,333.00 [T]				

**ATTACHMENT C**  
**Program Design Modifications**

All AAAs should carefully review this form and the Guide for Completion

**PURPOSE**

All AAAs must complete Attachment C. Attachment C is intended for the AAA to alert and obtain approval from NYSOFA regarding: Major Changes; New Direct Services; New Activities; Plans for Multipurpose Senior Centers that are not included in the previous program period; and/or any changes that are being planned for periods covered by future Plans (e.g. an RFP to be held in SFY 2013-2014 that will result in a major change in services or providers in SFY 2014-2015).

Every AAA must complete the Certification Section of Attachment C whether or not any changes are anticipated.

Please be advised that program design modifications identified in Attachment C must be approved by NYSOFA before any expenditures can be obligated for such plans.

**DEFINITIONS**

**Program Design Modification:** Refers to a Major Change, New Direct Service or New Activity.

**Major Change(s):** Refers to a proposed change(s) in program design for SFY 2013-2014 from what NYSOFA has approved in the previous program period that will significantly impact older adults. It also refers to any planned change(s) for periods covered by future Plans that will have a significant impact on service delivery to older adults.

**Significant Impact:** The criteria for determining Significant Impact include:

1. The discontinuance of any service, or
2. Major changes in:
  - service location;
  - access to services;
  - service providers;
  - types of services being offered;
  - the manner in which services are provided;
  - service levels (changes of more than 20% in units or expenditures for any specific service); and
  - changes in administrative operations (e.g. a re-organization, a consolidation).

Please refer to the *Guide for Completion* for examples of 'Major Changes' and situations which are exempt from inclusion in this attachment.

**New Direct Service:** Refers to any service to be provided by the AAA directly (as opposed to being provided by a subcontractor) that has not been provided by the AAA.

**New Activity:** Refers to: Any new service or program

**PROGRAM DESIGN MODIFICATIONS**

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**CERTIFICATION**

**A box must be checked or an explanation must be provided.**

[ ] The AAA hereby certifies that any Program Modifications or actions anticipated for the 04/01/2013-03/31/2014 Plan period that may result in Program Modifications during the 2013-2014 Program Year or a future program year: SHALL NOT result in a loss or diminution in the quantity or quality of the services (including all federal, state and locally funded services) provided, or to be provided as a result of direct provision of services by the AAA or any contractual or commercial relationship between the AAA and any non-governmental entity; and SHALL enhance the quantity, and/or quality and maintain the integrity and public purpose of the services to be provided as a result of direct provision of services by the AAA or any contractual or commercial relationship between the AAA and any non-governmental entity.

**If the above certification cannot be made, please explain in the text box provided. This would include reductions due to a loss of local, state or federal funding.**

**OR**

[ ] The Area Agency on Aging does not anticipate any changes in its programs that may occur during the 2013-2014 Program Year or a Future Program Year and certifies that: If any change to its programs or services does occur during the 2013-14 Program Year or a future Program Year that causes or can be expected to cause a significant impact or major change in its programs or services, the Area Agency on Aging will notify the State Office for the Aging as soon as it becomes aware of such change and will submit an amended Attachment C for the then current Program Year if so directed by the State Office for the Aging.

**MULTIPURPOSE SENIOR CENTERS**

Please describe any multipurpose senior centers that will be acquired and/or constructed using Title III-B funds for the 4/1/2013 – 3/31/2014 AIP period or future program periods in the text box provided:

**ATTACHMENT C**  
**Program Design Modifications**

All AAAs should carefully review this form and the Guide for Completion

**PURPOSE**

All AAAs must complete Attachment C. Attachment C is intended for the AAA to alert and obtain approval from NYSOFA regarding: Major Changes; New Direct Services; New Activities; Plans for Multipurpose Senior Centers that are not included in the previous program period; and/or any changes that are being planned for periods covered by future Plans (e.g. an RFP to be held in SFY 2013-2014 that will result in a major change in services or providers in SFY 2014-2015).

Every AAA must complete the Certification Section of Attachment C whether or not any changes are anticipated.

Please be advised that program design modifications identified in Attachment C must be approved by NYSOFA before any expenditures can be obligated for such plans.

**DEFINITIONS**

**Program Design Modification:** Refers to a Major Change, New Direct Service or New Activity.

**Major Change(s):** Refers to a proposed change(s) in program design for SFY 2013-2014 from what NYSOFA has approved in the previous program period that will significantly impact older adults. It also refers to any planned change(s) for periods covered by future Plans that will have a significant impact on service delivery to older adults.

**Significant Impact:** The criteria for determining Significant Impact include:

1. The discontinuance of any service, or
2. Major changes in:
  - service location;
  - access to services;
  - service providers;
  - types of services being offered;
  - the manner in which services are provided;
  - service levels (changes of more than 20% in units or expenditures for any specific service); and
  - changes in administrative operations (e.g. a re-organization, a consolidation).

Please refer to the *Guide for Completion* for examples of 'Major Changes' and situations which are exempt from inclusion in this attachment.

**New Direct Service:** Refers to any service to be provided by the AAA directly (as opposed to being provided by a subcontractor) that has not been provided by the AAA.

**New Activity:** Refers to: Any new service or program



**PROGRAM DESIGN MODIFICATIONS**

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**CERTIFICATION**

**A box must be checked or an explanation must be provided.**

[ ] The AAA hereby certifies that any Program Modifications or actions anticipated for the 04/01/2013-03/31/2014 Plan period that may result in Program Modifications during the 2013-2014 Program Year or a future program year: SHALL NOT result in a loss or diminution in the quantity or quality of the services (including all federal, state and locally funded services) provided, or to be provided as a result of direct provision of services by the AAA or any contractual or commercial relationship between the AAA and any non-governmental entity; and SHALL enhance the quantity, and/or quality and maintain the integrity and public purpose of the services to be provided as a result of direct provision of services by the AAA or any contractual or commercial relationship between the AAA and any non-governmental entity.

**If the above certification cannot be made, please explain in the text box provided. This would include reductions due to a loss of local, state or federal funding.**

**OR**

[ ] The Area Agency on Aging does not anticipate any changes in its programs that may occur during the 2013-2014 Program Year or a Future Program Year and certifies that: If any change to its programs or services does occur during the 2013-14 Program Year or a future Program Year that causes or can be expected to cause a significant impact or major change in its programs or services, the Area Agency on Aging will notify the State Office for the Aging as soon as it becomes aware of such change and will submit an amended Attachment C for the then current Program Year if so directed by the State Office for the Aging.

**MULTIPURPOSE SENIOR CENTERS**

Please describe any multipurpose senior centers that will be acquired and/or constructed using Title III-B funds for the 4/1/2013 – 3/31/2014 AIP period or future program periods in the text box provided:

**ATTACHMENT D**

**Justification for Title III Carryovers and Title III Transfers**

**Transfers:** Provide justification for any transfer of funds within and among Title III programs. Transfers are limited to no more than 30% between Titles III-B and III-C and no more than 40% between Titles III-C-1 and III-C-2. Transfers are not allowed for Titles III-D or III-E.

The maximum transfer of \$143,677 (40%) from IIIC-1 to IIIC-2 is due to less clients being able to attend congregate dining sites, along with an increased need in home delivered meals, therefore creating the need for more funds in IIIC-2.

**Carryovers:** (Reference 88-PI-17, 3/24/88)

Titles III-B, III-C and Title III-E: Provide justification for carryover amounts in excess of 7.5%.

The amount of \$52,955.01 in carryover for Title III-B is due to vacancies in personnel which caused under expenditures as anticipated. The amount of carryover in Title III-E of \$49,897.07 is due to the process of our supplemental appropriation unable to be completed in time for expenses to be incurred.

Title III-D: Provide justification for carryover amounts in excess of 25%.

**Targeting:** Describe how excess carryover funds will be used for targeting (Reference 12-PI-08, 7/17/12) those unserved and underserved older adults individuals in greatest social or economic need, particularly those who are low income, low income minorities, rural residents, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.). For example, the following activities represent possible efforts to improve achievement of targeting goals: provision of linguistic interpretation services to persons with limited English proficiency or deaf persons, translation of informational materials for persons with limited English proficiency or development of Braille and audio materials for persons who are visually impaired, etc. Where the AAA targeting goals have not been met and the AAA will not use carryover funds for additional or expanded targeting efforts, please provide a justification including a description of the specific activities implemented by the AAA to meet targeting goals and outcomes.

**ATTACHMENT E**

**Fringe Benefits and Travel Reimbursement Policies**

**Fringe Benefits Policy:** A complete copy of the AAA's (or sponsor's) Fringe Benefit Policy must be submitted with the **Four Year Plan**. Include below the current fringe benefit rate for employees. Describe any changes from the 2012-2016 Fringe Benefit policy submitted with the 2012-16 Four Year Plan and submit a complete copy of the 2012 Fringe Benefit Policy.

2013-2014 Fringe Benefit Rate: 30.00%

No changes

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**Travel Reimbursement Policy:** A complete copy of the area agency's (or sponsor's) Travel Reimbursement Policy must be submitted with the **Four Year Plan**. Describe below any changes from the 2012-2016 Travel Reimbursement Policy submitted with the 2012-2016 Four Year Plan and submit a complete copy of the 2013 Travel Reimbursement Policy.

**Personnel Roster and Rent Allocation Schedule Adjustment:** Describe below any adjustments included in the adjustment line of the summary budgets for personnel costs, or the adjustment line of the supporting budget schedules for rental costs.

Attachment F  
 Volunteers Used as Match Schedule

Volunteer Title	Service(s) Provided	Estimated Number of Hours of Services	Hourly Rate Services	Total (a)	Title III-B Services	4 Title III-C1 Services	Title III-C2 Services	Title III-D Services	Title III-E Services	EISEP Services	CSE Services	CSI Services	Volunteer Services Not Used as Match
<b>Subtotal Page</b>													
(a) The 'Total' amount (Number of hours times Hourly Rate) will be rounded to a whole dollar amount. The whole dollar amount should then be allocated to the individual funding streams. Do not use cents in any column other than the Hourly Rate.													
(b) The 'Grand Total' for each program must be included on the Personnel Roster on the 'Volunteers Used as Match' line and on the Supporting Budget page. 'Matching funds' section, 'Volunteers Used as Match' line for each affected budget. These values will be automatically carried over to the appropriate pages in the web-based version. The 'Volunteer Services Not Used as Match' will be NOT included or appear in any other section of the AIP.													
Additional instructions for completing Attachment F are included in the Guide for Completion.													
<b>GRAND TOTAL (b)</b>													



**Oneida County**

**Office for the Aging & Continuing Care**

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

**Michael J. Romano**  
Director

120 Airline Street-Suite 201 Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail: ofa@ocgov.net

May 21, 2013

FN 20 13 - 210



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

HEALTH & HUMAN SERVICES  
**WAYS & MEANS**

Dear Mr. Picente:

I am submitting the following Letter of Amended Agreement between the Oneida County Office for the Aging/Office of Continuing Care and the Alzheimer's Association Central New York Chapter, for your review and approval.

This Agreement is for the continued provision of Respite Services. This agreement will continue to provide community based long term care services to the frail and elderly and save taxpayer dollars by preventing premature nursing home placement. The total amount of this agreement is \$62,000.00. The funding breakdown will be 75% Federal (\$46,500), 0% State and 25% County (\$15,500)..

This contract commences January 1, 2013 and terminates December 31, 2013.

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

Sincerely,

Michael J. Romano  
Director

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

Anthony J. Picente, Jr.  
County Executive

Date 5/28/13

MJR/mac  
Enc.

**ONEIDA COUNTY OFFICE FOR THE AGING  
CONTRACT SUMMARY**

**Name of Proposing Organization:** The Alzheimer's Disease and Related Disorders Association, Inc.-Central New York Chapters dba Alzheimer's Association Central NY Chapter Inc.

**Type of Activity or Service:** Respite Services

**Proposed Dates of Operation:** 01/01/13 - 12/31/13

**Client Population/ Number to be Served:**

**1. Narrative Description of Proposed Services**

- The Caregiver Support Program Emergency Respite Support Services addresses the immediate, intermittent respite needs for a caregiver and care receiver.

**2. Program/ Service Objectives and Outcomes**

- To provide support service activities that are temporary, substitute supports or short-term living arrangements, thus allowing a brief period of relief or rest for caregivers that ultimately assist in keeping the care receiver in the community.

**Program Design and Staffing Level N/A**

**Total Funding Requested:** \$62,000.00

**Oneida County Department Funding Recommendations:** \$62,000.00

**Proposed Funding Source:** Account A6772.495135

**Federal 75%** (\$46,500.00.), **State 0 %**, **County** (\$15,500.00)

**Cost Per Client Served:** Approximately 1,200 clients are expected to be served with this Agreement making the cost per client \$500.00.

**Past Performance Data:** The Alzheimer's Association provides essential support and education to individuals and families afflicted with Alzheimer's disease. Agency has been a contractor for OFA for approximately 10 years. Services have been monitored and provided within compliance and meet Federal, State and local program standards.

## AMENDMENT

**THIS IS AN AMENDMENT** to the year 2013 Consultant Agreement #013545 by and between the Oneida County Office for the Aging/Office of Continuing Care, located at 120 Airline Street, Suite 201, Oriskany, New York 12434 and The Alzheimer's Association Central NY Chapter located at 441 W. Kirkpatrick Street, Syracuse, NY 13204.

**THE PURPOSE** of this Amendment to:

- To carry over additionally granted Federal funding of \$38,000.00. This amount will be used to continue the Caregiver Support Program Emergency Respite Support Services. The program provides support service activities that are temporary, substitute supports or short-term living arrangements for brief periods of relief or rest for caregivers that ultimately assist in keeping the care receiver in the community.
- No other conditions and terms of the original Agreement are changed.
- The name of the party of the first part shall be changed from "Oneida County Office for the Aging/Office of Continuing Care located at 120 Airline Street, Suite 201, Oriskany, New York 13424" to "Oneida County, by and through its Department, Office of the Aging/Office of Continuing Care, with offices at 120 Airline Street, Suite 201, Oriskany, New York 13424".
- The name of the party of the second part shall be changed from "The Alzheimer's Association Central NY Chapter located at 441 W. Kirkpatrick Street, Syracuse, NY 13204" to "Alzheimer's Disease and Related Disorders Association, Inc. – Central New York Chapter, having its principal office located at 441 West Kirkpatrick Street, Syracuse, NY 13204".
- Termination can only be for cause.
- All other terms of the original contract shall remain in effect and unchanged.



**IN WITNESS THEREOF**, the parties have here unto set their hand on the date respectively stated.

**CONTRACTOR**

By: \_\_\_\_\_ Date  
Catherine J. James, CEO

**COUNTY OF ONEIDA**

By: \_\_\_\_\_ Date  
Anthony J. Picente, Jr., Oneida County Executive

By: \_\_\_\_\_ Date  
Michael J. Romano, Director  
Oneida County Office for the Aging

Approved as to Form ONLY:  
ONEIDA COUNTY ATTORNEY

By: \_\_\_\_\_



**Oneida County**

**Office for the Aging & Continuing Care**

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

**Michael J. Romano**  
Director

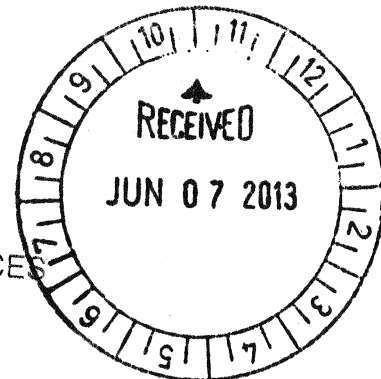
120 Airline Street-Suite 201, Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail. ofa@ocgov.net

May 30, 2013



FN 20 13-211

HEALTH & HUMAN SERVICES

**WAYS & MEANS**

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

Dear Mr. Picente:

Enclosed please find for your review and signature, the Agreement between Oneida County Office for the Aging/Office of Continuing Care, located at 120 Airline Street, Suite 201, Oriskany, New York 13424 and U.S. Care Systems, Inc., located at 2614 Genesee Street, Utica, New York 13501

Under this Purchase of Service Agreement, U.S. Care Systems, Inc. will provide home care services for elderly homebound individuals. Care is provided as part of a New York State program that provides personal care to frail seniors through the EISEP (Expanded In-Home Services for the Elderly Program). U.S. Care Systems, Inc. is one of five home care agencies to provide this care. The total amount of this agreement is \$220,000.00. This consists of 75% (\$165,000.00) State funds and 25% (\$55,000.00) County dollars.

The terms of this agreement commence April 1, 2013 and terminate March 31, 2014.

I am available at your convenience to answer any questions regarding this contract.

Sincerely,

Michael J. Romano  
Director

MJR/mac

Enc.

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

Anthony J. Picente, Jr.  
County Executive

Date 6/6/13

**Oneida County Board of Legislators  
Contract Summary**

**Name of Proposing Organization:** U S Care Systems, Inc.

**Title of Activity or Service:** Home Health Care Agency

**Proposed Dates of Operation:** April 1, 2013 to March 31, 2014

**Client Population/Number to be Served:** Per Diem: authorized OFA/OCC clients, age 60 or older. Approximately 12,753 hours of personal care are provided to approximately 61 individuals through this contract. Individual hours average four hours per week

**Summary Statements:**

- 1) **Narrative Description of Proposed Services:** Personal Care Services
- 2) **Program/Service Objectives and Outcomes:** To provide personal care services to frail, disabled, homebound individuals who are limited in their activities of daily living.
- 3) **Program Design and Staffing Level:** N/A

**Total Funding Requested:** \$ 220,000.00

**Oneida County Department Funding Recommendation:** \$ Acct # 6774.49599

**Proposed funding Source (Federal/State/County):**

\$ State 75% (\$165,000.00) County 25% (\$55,000.00)

**Cost per Client Served:** \$17.25 per hour for homemaker/personal care (PCA Level II)  
\$16.70 per hour for housekeeper/chore (PCA Level I)

**Past Performance Data:** Current provider of personal care services for OFA EISEP clients

**Oneida County Department Staff Comments:**

## AGREEMENT

This Agreement is by and between **U.S. CARE SYSTEMS, INC.** located at 2614 Genesee Street, Utica, New York 13502, hereinafter known as "**CONTRACTOR**"; and the **COUNTY OF ONEIDA, OFFICE FOR THE AGING / OFFICE OF CONTINUING CARE**, located at 120 Airline Street, Oriskany, New York 13424 hereinafter known as "**OFFICE**";

### **WITNESSETH:**

**WHEREAS**, the **OFFICE** is charged with the responsibility of administering, through the New York State Office for the Aging, the New York State Expanded In-home Services for the Elderly Program (EISEP) in the County of Oneida, State of New York and the Caregiver Support III-E Program; and

**WHEREAS**, the **OFFICE** has the primary responsibility for the overall planning and coordination of the Expanded In-home Services for the Elderly Program and the Caregiver Support III-E Program; and

**WHEREAS**, the **OFFICE** has the responsibility to formally and informally monitor, assess and evaluate all programs /services/contracts funded through EISEP and through the Caregiver Support III-E Program; and

**WHEREAS**, the **OFFICE** will provide technical assistance upon request to assist the **CONTRACTOR** in more effectively carrying out service delivery and/or complying with policies and regulations; and

**WHEREAS**, the **CONTRACTOR** is willing and able to perform the services required by this Agreement.

### **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

1. **PROGRAM STANDARDS**

The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Administration on Aging, the New York State Office for the Aging (SOFA), Oneida County and the **OFFICE**, refer to Appendix A.

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

C. The **CONTRACTOR** shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national

origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The **CONTRACTOR** shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

E. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials on the work of or funded by EISEP/III-E will give due recognition to the New York State Office for the Aging and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e., *This program is supported by Oneida County Office for the Aging, New York State Office for the Aging, and the Administration on Aging.*"). The **CONTRACTOR** should forward copies of all materials to the **OFFICE** at the end of each month.

F. The **OFFICE** shall conduct a program review to ensure that the **CONTRACTOR** is in compliance with all standards and regulations as set forth in this Agreement.

## 2. **CONTRACT TERM**

A. The **CONTRACTOR**, its successors and assigns agrees to the terms and conditions of this written Agreement. The terms and conditions of this Agreement commence on April 1, 2013 and terminate on March 31, 2014.

## 3. **FISCAL REQUIREMENTS/RESPONSIBILITIES**

A. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the **OFFICE** Voucher Instructions, Refer to Appendix C.

B. The **CONTRACTOR** shall report to the **OFFICE** any additional monies (contributions, donations, fund raisers) given to the program.

C. The **CONTRACTOR** shall maintain fiscal records for six years and shall make them available for **OFFICE** and or State review upon request.

D. The **CONTRACTOR** shall cooperate with the closeout audit that is required when the contract is terminated.

E. The **CONTRACTOR** shall follow closeout procedures administered by the **OFFICE** in accordance with the 45 Code of Federal Regulations, Parts 74 and 92, as amended 1988.

F. The **OFFICE** will require written notification within 30 days of submission of any change in the voucher and/or amount submitted for services rendered by the **CONTRACTOR** for the reporting

month. Failure of notification by the **CONTRACTOR** within 30 days of initial submission will result in the **OFFICE** considering the amount reimbursed, and to be paid in full for that reported month.

4. **INSURANCE COVERAGE REQUIREMENTS**

A. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, or independent subcontractors, and shall hold harmless and indemnify the **OFFICE** and Oneida County from liability upon any and all claims for injuries to persons or for damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its officers, trustees, agents, servants, volunteers or independent subcontractors; the **CONTRACTOR** shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the **CONTRACTOR** or not.

B. The **CONTRACTOR** shall carry paid up insurance in the sum of not less than One Million (\$1,000,000) Dollars per occurrence against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damages to property, whether such injuries, death or damages by attributable to the negligence or any other acts of the **CONTRACTOR**, its employees, volunteers, agents or otherwise.

C. The **CONTRACTOR** shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York and shall name the **OFFICE** as party insured there under, and shall provide that in the event of cancellation thereof the **OFFICE** shall be notified at least thirty (30) days in advance thereof, the **CONTRACTOR** shall submit a Certificate of Insurance as verification of liability coverage for the duration of the program period.

5. **REPORTING REQUIREMENTS**

A. The **CONTRACTOR** shall, in pursuit of EISEP/III-E funded programs, comply with the Definition of Services, as established by the New York State Office for the Aging (96-PI-43).

B. The **CONTRACTOR** shall provide the **OFFICE** with required information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS), by the 10<sup>th</sup> of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The **CONTRACTOR** shall maintain appropriate client records on each EISEP client who receives services through this program; the **OFFICE** shall have access to the client records upon request; the **OFFICE** shall have ownership of all patient's records and files.

D. The **CONTRACTOR** agrees to comply with policies ensuring client confidentiality, as established by the **OFFICE**, when information sharing between agencies is crucial to the client's well being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The **CONTRACTOR** shall provide the **OFFICE** with required monthly, periodic, and/or special reports and shall submit all reports to the **OFFICE** by the dates specified.

6. **GRIEVANCE PROCEDURES**

A. The **CONTRACTOR** agrees to implement the **OFFICE**'s grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in Appendix B.

7. **COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** and the **OFFICE** shall coordinate referrals.

B. The **CONTRACTOR** and the **OFFICE** shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

8. **CONTRACT CANCELLATION**

A. The Agreement may be cancelled by the **OFFICE** for failure by the **CONTRACTOR** to comply with the terms and conditions of this Agreement; the **CONTRACTOR** shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The **CONTRACTOR** and the **OFFICE** reserve the right to cancel the Agreement upon thirty (30) day written notice to the other party.

C. The **CONTRACTOR** agrees that in the event of contract termination, said party shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination; any unexpended funds shall be the property of the **OFFICE**.

D. The **CONTRACTOR** shall coordinate with the **OFFICE** and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being; other services shall be substituted and/or coordinated on the clients' behalf.

9. **CONTRACT RENEWAL**

A. The **OFFICE** and the **CONTRACTOR** shall negotiate the contract annually.

10. **CLAIM FOR DAMAGES**

A. The **CONTRACTOR** agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

11. **EISEP /III-E PROGRAM STANDARDS**

A. The **CONTRACTOR** agrees to comply with policies ensuring client confidentiality, as established by the **OFFICE**, when information sharing between agencies is crucial to the client's well being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

agrees to provide non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and III-E in-home community based PCA Level II respite services through the **OFFICE**'s EISEP/III-E Programs; homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) services provided to those Oneida County residents who are age sixty (60) and older who are functionally impaired in at least one (1) Activity of Daily Living (i.e., bathing, dressing, toileting) or two (2) Instrumental Activity of Daily Living (i.e., housekeeping, shopping, preparing meals); III-E in-home community based respite services are provided to care receivers for those Oneida County residents who are primary informal caregivers of persons who are age sixty (60) and older who are functionally impaired, as shown by the need for the assistance of another person in at least one (1) Activity of Daily Living or two (2) Instrumental Activity of Daily Living.

B. The **CONTRACTOR** and **OFFICE** agree that all EISEP /III-E funded homemaker/personal care (Level II), housekeeper /personal care (PCA Level I) and III-E in-home PCA Level II in-home community based respite services provided by the **CONTRACTOR** shall be prior approved and authorized by the client's Case Manager as defined in the client's Home Care Plan.

C. The **CONTRACTOR** and **OFFICE** agree that non-medical homemaker/personal care (PCA Level II), and housekeeper/chore (PCA Level I ) services as defined under EISEP/III-E are equivalent to PCA Level II and PCA Level I services as defined under the New York State Department of Social Services regulations for the Medicaid Program.

D. The **OFFICE** and **CONTRACTOR** agree that the EISEP non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community based PCA Level II respite service clients shall be provided environmental support and personal care functions.

The following is a summary of usual tasks that may be performed by a homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker in accordance with NYS regulations:

- 1) some or total assistance with making and changing beds; (Level I & II)
- 2) some or total assistance with dusting and vacuuming the rooms which the client uses;  
(Level I & II)



- 3) some or total assistance with light cleaning of the kitchen, bedroom and bathroom; (Level I & II)
  - 4) some or total assistance with dishwashing; (Level I & II)
  - 5) some or total assistance with listing needed supplies; (Level I & II)
  - 6) some or total assistance with shopping for the client; (Level I & II)
  - 7) some or total assistance with client's laundering; this may include necessary ironing and mending; (Level I & II)
  - 8) some or total assistance with payment of bills and other essential errands; (Level I & II)
  - 9) escort assistance in getting to various appointments and community activities; (Level I & II)
  - 10) some or total assistance with bathing of the client in the bed, the tub or in the shower; (Level II).
  - 11) some or total assistance with dressing; (Level II)
  - 12) some or total assistance with grooming, including care of hair, shaving, and ordinary care of nails teeth and mouth; (Level II)
  - 13) some assistance with toileting; this may include assisting the client on and off the bedpan commode or toilet; (Level II)
  - 14) some assistance in walking, beyond that provided by durable medical equipment, within the home and outside the home; (Level II)
  - 15) some assistance in transferring from bed to chair or wheelchair; (Level II)
  - 16) some assistance with preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets, as prescribed by a qualified professional; (Level II)
  - 17) some assistance with feeding; (Level II)
  - 18) some assistance, at the request of the client, with self-administration of medication, including prompting client of time, bringing the medication to the client, opening the container, removing medication from the container and providing necessary liquids for taking the medication, acting as an extension of the client; (Level II)
  - 19) assistance with routine skin care, including application of non-prescription skin care products; (Level II)
  - 20) non-technical physical assistance to clients in following directions of a qualified professional for use of medical supplies and equipment such as walkers and wheelchairs; (Level II) and
  - 21) assistance with changing of simple dressings. (Level II)
- UNIT = one (1) hour of service to or on behalf of the client

E. The **CONTRACTOR** agrees to have a designated person who shall have the responsibility for coordinating the assignments of aides/associates.

F. The **OFFICE** and **CONTRACTOR** agree that all homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community respite workers shall have a designated qualified supervisor(s) who shall insure the maintenance of quality care and provide the necessary support, understanding and consultation to the homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) or III-E in-home community respite worker as (s)he carries out duties and responsibilities.

G. The **CONTRACTOR** understands and shall ensure that homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) supervisor(s) shall:

- 1) make a supervisory in-home visit within five (5) working days of the first time the regularly scheduled homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker is to provide services to the client;
- 2) demonstrate and instruct the worker and the client concerning specific tasks to be performed in accordance with the care plan;
- 3) provide information concerning the provider agency;
- 4) clarify the roles and responsibilities of the worker, the client, and the supervisor in relation to the Care Plan;
- 5) conduct scheduled visits to the client's home at least every six (6) months;
- 6) conduct unscheduled visits to the client's home at least one (1) time a year;
- 7) evaluate the worker's performance of the required tasks;
- 8) provide to the worker information, consultation, instruction and demonstration as needed;
- 9) determine the extent to which client needs are appropriately and adequately being met;
- 10) follow-up, as specified by the case manager, to report the findings of the supervisory visit;  
and
- 11) provide an opportunity to discuss in privacy with the client/authorized representative the service being provided.

H. When a service promised by the **CONTRACTOR** for a scheduled assignment cannot be met or there is a client no show, or a change in the client's condition, including death or hospitalization, the **CONTRACTOR** must notify the **OFFICE** immediately via the approved fax form.

I. Any unusual incident that occurs during an agency workers presence must be reported immediately in writing to the **OFFICE** on the specified fax form.

J. The **CONTRACTOR** agrees to provide the non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and respite workers with training as required by the New York State Department of Social Services and Department of Health;

Each worker shall be instructed on how to work with the elderly; and each worker shall receive an orientation, prior to delivering any in-home services.

Training shall include:

- 1) the housekeeping chore and/or personal care tasks which the worker may/may not perform;
- 2) the policies and procedures of the **CONTRACTOR's** agency;
- 3) the rights of clients as set forth in the EISEP standards and regulations.

12. **OTHER SPECIFICATIONS**

A. The **CONTRACTOR** and **OFFICE** agree that non-medical homemaker/personal care (Level II), housekeeper/chore (PCA Level I) and respite services shall not be provided to individuals eligible to receive the same or similar services under Titles XVII, XIX, or XX of the Federal Social Security Act or any other governmental program or services provided to residents in adult residential care facilities which had previously been provided by such facility.

B. The **OFFICE** agrees to assume the responsibility for collecting the cost-share fees and donations for EISEP/III-E Program's in-home services received by the clients.

C. The **CONTRACTOR** agrees to bill Medicaid and credit the **OFFICE** for the billed amount for any EISEP/III-E client services provided after the Medicaid start date, and bill Medicaid for those Medicaid covered services provided three months prior to the Medicaid start date.

D. The **OFFICE** agrees to notify the **CONTRACTOR** of client approval for Medicaid.

E. The **CONTRACTOR** will credit the **OFFICE** for Medicaid payments received.

F. The **OFFICE** will process prior approvals for Medicaid billing for services provided in provision C.

G. The **CONTRACTOR** and the **OFFICE** shall endeavor to hold periodic coordinating meetings that shall be responsive to each other's needs.

H. The **CONTRACTOR** agrees to work in cooperation with the **OFFICE** to develop a comprehensive service delivery system for the EISEP/III-E Program.

I. Notwithstanding any other provisions in this Agreement, the **CONTRACTOR** and the **OFFICE** remain responsible for:

- 1) ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
- 2) planning, coordination and ensuring the quality of all services provided; and
- 3) ensuring adherence by both **CONTRACTOR** and **OFFICE** staff to the Home Care Plan established for the clients.

J. The "**OFFICE**" will provide the "**CONTRACTOR**" with a care plan, confirmation of documentation, and a PCA approval form. This documentation will be provided at the time of referral and every six months thereafter. It is the responsibility of the "**OFFICE**" to develop the care plan

according to regulations and to obtain required Physicians Orders related to the “OFFICE” services being provided by the “CONTRACTOR”. It is also understood that a Registered Nurse from the “OFFICE” will review and sign all approved care plans. If there is a change in a patient’s condition, a new home assessment, new Physician Orders, and a revised care plan needs to be developed by the “OFFICE” and a copy sent to the “CONTRACTOR” at that time.

13. **COMPLIANCE WITH REGULATION**

A. The CONTRACTOR agrees to comply with all applicable Federal, State, and Local statutes, rules, and regulations as some may from time to time be amended pursuant to law.

B. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the CONTRACTOR agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service by performance of this contract by the contractor and 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 the Oneida-Herkimer Solid Waste Authority facilities.

14. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

A. The Contractor, agrees that, to the extent the 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.

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

The Contractor 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.

- A. **LOBBYING**: As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the 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.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and subcontracts) and that all sub recipients shall certify and disclose accordingly.
- B. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**: As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;
1. The Contractor certifies that it and its principals:
    - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - (b) Have not within a three-year period preceding this 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

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

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

1. The Contractor 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 Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

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

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

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

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

1. Abide by the terms of the statement and;
2. 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 records or official notification of such conviction. Employers of convicted employees must provide notice, including position title, to the OFFICE.

(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).

(h) The Contractor 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).

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**D. DRUG-FREE WORKPLACE (CONTRACTOR'S 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 contract, 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 contract; 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 the **OFFICE**.

**16. REIMBURSEMENT FOR SERVICES**

A. The **CONTRACTOR** agrees to be paid by the **OFFICE** the negotiated rate of **\$17.25 per hour** for homemaker/personal care (PCA Level II), and **\$16.70 per hour** for housekeeper/chore (PCA Level I).

B. The obligations of the parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the **OFFICE** shall have the option to immediately

terminate this Agreement upon providing written notice to the **CONTRACTOR** by certified mail. In such an event, the **OFFICE** 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 **OFFICE** be responsible for any actual or consequential damages as a result of termination.



IN WITNESS WHEREOF, the parties have hereunto set their hand on the date respectively stated:

**CONTRACTOR**

\_\_\_\_\_  
Robin E. O'Brien, Executive Director  
U.S. Care Systems, Inc.

\_\_\_\_\_  
Date

**COUNTY OF ONEIDA**

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

\_\_\_\_\_  
Date

**OFFICE FOR THE AGING**

\_\_\_\_\_  
Michael J. Romano, Director

\_\_\_\_\_  
Date

Approved As To Form **ONLY**  
**ONEIDA COUNTY ATTORNEY**

By: \_\_\_\_\_

## APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)  
45 CFR Part 74 (Administration of Grants)  
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)  
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)  
45 CFR Part 93 (New Restrictions on Lobbying)  
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)  
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)  
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)  
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)  
Equal Pay Act of 1963, as amended (29 USC 206)  
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)  
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)  
Single Audit Act of 1984 (31 USC 7501, et. seq.)  
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))  
Office of Management and Budget (OMB)  
OMB Circular A-87 (Cost Principles for State and Local Governments)  
OMB Circular A-95 (Clearinghouse Review)  
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)  
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)  
OMB Circular A-122 (Cost Principles for Non-profit Organizations)  
OMB Circular A-128 (Audits of State and Local Governments)  
OMB Circular A-133 (Audits of Institutions of Higher Education and Non-profit Institutions)  
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)  
Article 19-J of the Executive Law  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)  
Executive Law of New York State, Article 15 (State Human Rights Law)  
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)  
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)  
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)  
EISEP Program Standards  
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)  
Legal Assistance Standards (94-PI-52)  
Weatherization Referral and Packaging Program (WRAP) Handbook  
Governor's 1960 Code of Fair Practices  
Governor's Executive Order 6 (Affirmative Action Efforts)  
Governor's Executive Order 19 (Prevention of Sexual Harassment)  
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

## APPENDIX B

### Oneida County Office for the Aging

#### Grievance Procedures

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

#### **Right to File a Grievance**

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

#### **Denial of Service or Client's Unsatisfaction of Service**

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

#### **Grievance Process**

##### **Filing a Grievance**

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

##### **Investigation and Response to a Grievance**

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

##### **Appeal of Initial Response/Decision**

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

##### **Record Keeping**

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

##### **Confidentiality**

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

## APPENDIX C

Oneida County Office for the Aging  
2012-2013

### Voucher Instructions For Units of Services Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
  - ✓ State the number of units of service and the description of services performed during the month.
  - ✓ List the Unit Price as stated in the Contract Budget.
  - ✓ Place the amount (Units X Unit Price) in the Amount column.
  - ✓ Place the amount to be reimbursed in the Total block.
  - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
  - ✓ Attach CAARS monthly report.
  - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
  - ✓ Attach appropriate backup:
    - Payroll certification sheets and time sheets signed by Agency employee.
    - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
    - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
    - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
    - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program

accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

**8. Timely Submissions:**

- ✓ Submit monthly vouchers by the 10<sup>th</sup> day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

**9. Changes To The Budget** (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

**10. Technical Assistance:**

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

## ADDENDUM

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

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

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

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

**1. Executor or Non-Appropriation Clause.**

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

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

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

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

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

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

the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

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

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

1. The Contractor will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The Contractor's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance program; and
    4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);

- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
  - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

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- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

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



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

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

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

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

c. The Contractor shall:

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

such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

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

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

#### **5. Non-Assignment Clause.**

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

#### **6. Worker's Compensation Benefits.**

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

#### **7. Non-Discrimination Requirements.**

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

## **8. Wage and Hours Provisions.**

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

## **9. Non-Collusive Bidding Certification.**

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

## **10. Records.**

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

## **11. Identifying Information and Privacy Notification.**

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

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

**12. Conflicting Terms.**

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

**13. Governing Law.**

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

**14. Prohibition on Purchase of Tropical Hardwoods.**

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

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

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

**18. Certification of compliance with the Iran Divestment Act.**

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

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

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

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

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

**County of Oneida**

**Contractor**

By: \_\_\_\_\_  
Oneida County Executive

By: \_\_\_\_\_  
Name

**Approved as to Form ONLY**

\_\_\_\_\_  
Oneida County Attorney



**Oneida County**

**Office for the Aging & Continuing Care**

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

**Michael J. Romano**  
Director

120 Airline Street-Suite 201 Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail. ofa@ocgov.net

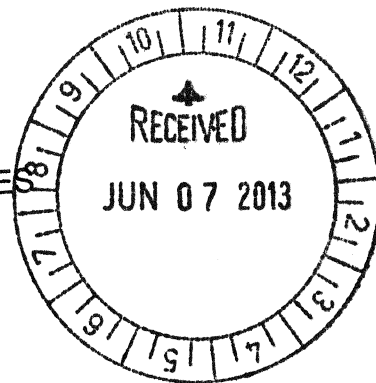
June 5, 2013

FN 20 13-212

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

HEALTH & HUMAN SERVICES

**WAYS & MEANS**



Dear Mr. Picente:

I am submitting the following Purchase of Service Agreement between the Office for the Aging/Office of Continuing and the greater Mohawk Valley Community and Elder Wellness Council, Inc. (CEWC) for your review and approval.

This project will provide elderly consumers who are eligible to be served through the Consumer Directed Program with a flexible consumer directed model of service delivery. The program will target those most at risk for Medicaid spend downs and Nursing Home Placement. This program is funded with State (75% - \$37,500.00) and County (25% - \$12,500.00) dollars with no additional County dollars appropriated. This contract will commence January 1, 2013 and terminate December 31, 2013

**Due to requirements by the State of New York, the attached contract needs to be approved by the Board of Legislators at their June 12, 2013 meeting.**

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

Sincerely,

Michael J. Romano  
Director

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

Date 6/6/13

MJR/mac

Enc.

Oneida County Department: **Office for the Aging**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

## **Oneida County Board of Legislators Contract Summary**

**Name of Proposing Organization:** The Mohawk Valley Community and Elder Wellness Council, Inc.

**Title of Activity or Service: Community Living Program** - To identify individuals who are at risk for Medicaid spend-down and or/ nursing home placement and to help them remain in their community by offering them more involvement and control over the types of services, supports, and benefits they receive through Consumer Directed Budget Base Care Planning.

**Proposed Dates of Operation:** January 1, 2013 – December 31, 2013

**Client Population/Number to be Served:** Approximately twenty six elderly and disabled individuals most at risk for Medicaid spend down and Nursing Home Placement

**Summary Statements:**

- 1) **Narrative Description of Proposed Services.** To provide Oneida County with the ability to develop a flexible consumer directed model of service to allow clients to remain in their community.
- 2) **Program/Service Objectives and Outcomes.** To link individuals with home and community based services and supports, including those supports that help family members and caregivers continue to provide care.
- 3) **Program Design and Staffing Level.** N/A

**Total Funding Requested:** \$50,000.00

**Oneida County Department Funding Recommendation:**

**Proposed funding Source (Federal/State/County):** Account # A6774.49599  
State 75% (\$ 37,500.00) County 25 % (\$12,500.00)

**Cost per Client Served:** approximately \$1923.00 per client

**Past Performance Data:**

**Oneida County Department Staff Comments:**



## AGREEMENT

This is an Agreement by and between the **GREATER MOHAWK VALLEY COMMUNITY AND ELDER WELLNESS COUNCIL, INC. (CEWC)**, located at 120 Airline Street, Oriskany, New York 13424, hereinafter known as "**CONTRACTOR**"; and **COUNTY OF ONEIDA, OFFICE FOR THE AGING**, located at 120 Airline Street, Oriskany, New York, 13424, hereinafter known as the "**OFFICE**".

**WHEREAS**, the OFFICE is charged with the responsibility of administering Federal Older Americans Act, 1965 as amended 1992 (PL102-375), funds in the County of Oneida, State of New York; and

**WHEREAS**, the OFFICE has the primary responsibility for the overall planning and coordination of OFFICE funds including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, WRAP, LTCOP; and County of Oneida funds.

**WHEREAS**, the OFFICE has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the OFFICE; and

**WHEREAS**, the OFFICE will provide technical assistance, upon request, to assist the CONTRACTOR in more effectively carrying out service delivery and/or complying with Federal, State and local statutes, policies, rules and regulations; and

**WHEREAS**, the CONTRACTOR is willing and able to perform the services required by this Agreement;

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

1. STANDARD ASSURANCES

A. The CONTRACTOR shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Administration on Aging, the New York State Office for the Aging (SOFA), County of Oneida and the OFFICE, refer to Appendix A.

B. The CONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal/State financial assistance."

C. The CONTRACTOR shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because

of age, race, creed, color, national origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subjects to discrimination under any program or activity receiving Federal/State financial assistance.

E. The CONTRACTOR shall clearly provide clients an opportunity to confidentially and voluntarily contribute to the cost of the services received through this Agreement.

F. The CONTRACTOR agrees to hire qualified persons as specified in the respective job description(s), and to maintain the number of staff workers specified in the personnel section of the proposal.

G. When appropriate, the CONTRACTOR shall attempt to recruit volunteers into the program to assist staff and clients.

H. The CONTRACTOR shall obtain, and submit to the OFFICE, three (3) copies of mutually signed, written Agreements existing between the CONTRACTOR and other service providers providing support to this contracted program.

I. The CONTRACTOR understands that all equipment acquired with funds through this Agreement shall remain the property of the OFFICE; if the contract and/or program is terminated, the OFFICE shall issue a claim to said equipment in accordance with the Code of Federal Regulations 45-74, as amended 1980.

J. The CONTRACTOR agrees that any program, public information materials, or other printed or published materials funded by OFFICE funds including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, WRAP, LTCOP; and County of Oneida funds will give due recognition to the Administration on Aging, New York State Office for the Aging and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e. "This program is supported with funding from the Administration on Aging, New York State Office for the Aging, and Oneida County Office for the Aging."). Copies of all materials should be forwarded by the CONTRACTOR to the OFFICE at the end of each month.

K. The CONTRACTOR agrees to comply with all rules and regulations as stated in the attached Addendum.

2. FISCAL REQUIREMENTS

A. The CONTRACTOR shall keep all OFFICE funds separate; further, state and federal funds shall not be used as local share (match).

B. The CONTRACTOR will submit a written request and receive written approval from the OFFICE for any budget revisions; costs due to unauthorized revisions shall be borne by the CONTRACTOR.

C. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the OFFICE Voucher Instructions.

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

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

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

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

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

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

J. The CONTRACTOR shall follow close-out procedures administered by the OFFICE in accordance with the Code of Federal Regulations 45-74, as amended 1980.

3. INSURANCE COVERAGE REQUIREMENTS

A. The CONTRACTOR shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, or independent subcontractors, and shall hold harmless and indemnify the OFFICE and County

of Oneida from liability upon any and all claims for injuries to persons or for damages to property on account of any neglect, fault or default of the CONTRACTOR, its officers, trustees, agents, servants, volunteers or independent subcontractors; the CONTRACTOR shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the CONTRACTOR or not.

B. The CONTRACTOR shall carry paid up insurance in the sum of not less than One Million (\$1,000,000) Dollars per occurrence against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damages to property, whether such injuries, death or damages by attributable to the negligence or any other acts of the CONTRACTOR, its employees, volunteers, agents or otherwise.

C. The CONTRACTOR shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York and shall name the OFFICE as party insured thereunder, and shall provide that in the event of cancellation thereof the OFFICE shall be notified at least thirty (30) days in advance thereof, the CONTRACTOR shall submit a Certificate of Insurance as verification of liability coverage for the duration of the program period.

4. REPORTING REQUIREMENTS

A. The CONTRACTOR shall, in pursuit of OFFICE Title III B funded programs, comply with the Definition of Services, September 1996, as established by the New York State Office for the Aging (96-PI-43).

B. The CONTRACTOR shall provide the OFFICE with timely information needed to meet planning, coordination, evaluation and reporting requirements as requested by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS).

C. The CONTRACTOR shall maintain appropriate client records on each participant who receives services through this agreement; the OFFICE shall have access to the client records upon request.

D. The CONTRACTOR shall provide the OFFICE with required monthly, quarterly, periodic, and/or special reports and shall submit all reports to the OFFICE by the dates specified.

E. The CONTRACTOR shall submit a final Program Summary Report to the OFFICE within thirty (30) days of the end of the program year; the report shall cover the achievement of program goals and objectives.

5. GRIEVANCE PROCEDURES

A. The CONTRACTOR agrees to implement the OFFICE grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in Appendix B.

6. COORDINATION REQUIREMENTS

A. The CONTRACTOR agrees to utilize the OFFICE as the single point of entry for referral of services for the elderly and disabled individuals in Oneida County

B. The CONTRACTOR and the OFFICE agree to coordinate service activities and referrals with other service providers to ensure that older residents of Oneida County with the greatest economic and social needs (target groups) are being met.

C. The CONTRACTOR agrees to comply with policies ensuring client confidentiality, as established by the New York State Office for the Aging (SOFA) and the OFFICE, when information sharing between agencies is crucial to the client's well being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The CONTRACTOR and the OFFICE shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

7. CONTRACT CANCELLATION

A. The Agreement may be canceled by the OFFICE for failure by the CONTRACTOR to comply with the terms and conditions of this Agreement; the CONTRACTOR shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The CONTRACTOR and the OFFICE reserve the right to cancel the Agreement upon sixty (60) days written notice to the other party.

C. The CONTRACTOR agrees that in the event of contract termination, said party shall make a full and final accounting of all funds received and moneys expended under the Agreement within thirty (30) days after the date of termination; any unexpended funds shall be the property of the OFFICE.

D. The CONTRACTOR shall coordinate with the OFFICE and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being; other services shall be substituted and/or coordinated on the clients' behalf.

8. NO CLAIM FOR DAMAGES

The CONTRACTOR agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

9. SCOPE OF SERVICES

A. The CONTRACTOR agrees to utilize EISEP funds to provide flexible consumer services as part of the budget based plan of care created by the Program Case Coordinator in collaboration with the consumer's primary caregiver.

- B. The CONTRACTOR agrees to maintain accounting services to provide bookkeeping, financial independent audits and funds for the purchase of the required insurance.
- C. The CONTRACTOR agrees to utilize funds through this agreement to subcontract with community agencies of the consumer choosing.
- D. The CONTRACTOR agrees to utilize funds for the printing of flyers, brochures and family education materials deemed necessary and approved by the OFFICE.

13. REIMBURSEMENT FOR SERVICES

A. It is agreed and understood by all parties that the OFFICE will reimburse the CONTRACTOR in accordance with the terms and conditions of this Agreement and the Title III of the Older Americans Act.

B. The OFFICE agrees to reimburse the CONTRACTOR for program expenses, with total payments not to exceed fifty thousand dollars (**\$50,000.00**).

C. The OFFICE grant funds are contingent upon availability of Federal and County of Oneida funding. The Office will reimburse the CONTRACTOR a maximum of fifty thousand dollars **\$50,000.00** (\$48,500.00 Direct Services and \$1,500.00 Administrative Funding) **payable** as specified in the OFA voucher Instructions. The payment schedule will be as follows:

<u>Date</u>	<u>Payment</u>
• January 1, 2013	\$ 13,625.00
• April 1, 2013	\$ 12,125.00
• July 1, 2013	\$ 12,125.00
• October 3, 2013	\$ 12,125.00

D. The terms and conditions of this Agreement commence January 1, 2013 and terminate December 31, 2013.

IN WITNESS THEREOF, the parties have here unto set their hand on the date  
respectively stated.

**CONTRACTOR**

Kenneth Abramczyk  
Kenneth Abramczyk, President  
Greater Mohawk Valley Community and  
Elder Wellness Council, Inc. (CEWC)

6/4/13  
Date

**COUNTY OF ONEIDA**

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

\_\_\_\_\_  
Date

**OFFICE FOR THE AGING**

Michael J. Romano  
Michael J. Romano, Director

6/3/13  
Date

Approved As To Form ONLY:  
**ONEIDA COUNTY ATTORNEY**

BY: \_\_\_\_\_

## APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)  
45 CFR Part 74 (Administration of Grants)  
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)  
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)  
45 CFR Part 93 (New Restrictions on Lobbying)  
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)  
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)  
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)  
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)  
Equal Pay Act of 1963, as amended (29 USC 206)  
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)  
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)  
Single Audit Act of 1984 (31 USC 7501, et. seq.)  
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))  
Office of Management and Budget (OMB)  
OMB Circular A-87 (Cost Principles for State and Local Governments)  
OMB Circular A-95 (Clearinghouse Review)  
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)  
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)  
OMB Circular A-122 (Cost Principles for Non-profit Organizations)  
OMB Circular A-128 (Audits of State and Local Governments)  
OMB Circular A-133 (Audits of Institutions of Higher Education and Non-profit Institutions)  
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)  
Article 19-J of the Executive Law  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)  
Executive Law of New York State, Article 15 (State Human Rights Law)  
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)  
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)  
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)  
EISEP Program Standards  
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26) Legal Assistance Standards (94-PI-52)  
Weatherization Referral and Packaging Program (WRAP) Handbook Governor's 1960 Code of Fair Practices  
Governor's Executive Order 6 (Affirmative Action Efforts)  
Governor's Executive Order 19 (Prevention of Sexual Harassment)  
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientati



## APPENDIX B

### Oneida County Office for the Aging Grievance Procedures

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

#### **Right to File a Grievance**

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

#### **Denial of Service or Client's Unsatisfaction of Service**

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

#### **Grievance Process**

##### Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

##### Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

##### Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

##### Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

## APPENDIX C

Oneida County Office for the Aging  
2012-2013  
**Voucher Instructions**  
**For Units of Services Contracts**

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
  - ✓ State the number of units of service and the description of services performed during the month.
  - ✓ List the Unit Price as stated in the Contract Budget.
  - ✓ Place the amount (Units X Unit Price) in the Amount column.
  - ✓ Place the amount to be reimbursed in the Total block.
  - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
  - ✓ Attach CAARS monthly report.
  - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
  - ✓ Attach appropriate backup:
    - Payroll certification sheets and time sheets signed by Agency employee.
    - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
    - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
    - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
    - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

**8. Timely Submissions:**

- ✓ Submit monthly vouchers by the 10<sup>th</sup> day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

**9. Changes To The Budget (including personnel):**

- ✓ Submit a Budget Revision and a justification for the change.

**10. Technical Assistance:**

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

## ADDENDUM

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

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

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

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

**1. Executor or Non-Appropriation Clause.**

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension,

- continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85 Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and

2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
  1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

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- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for

- Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.



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

**5. Non-Assignment Clause.**

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

**6. Worker's Compensation Benefits.**

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

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

## **9. Non-Collusive Bidding Certification.**

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

## **10. Records.**

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

## **11. Identifying Information and Privacy Notification.**

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

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

**12. Conflicting Terms.**

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

**13. Governing Law.**

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

**14. Prohibition on Purchase of Tropical Hardwoods.**

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

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

documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

**18. Certification of compliance with the Iran Divestment Act.**

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

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

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

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

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

**County of Oneida**

By: \_\_\_\_\_  
Oneida County Executive

**Contractor**

By: Henry A. Stamm  
Name

**Approved as to Form ONLY  
ONEIDA COUNTY ATTORNEY**

**BY:** \_\_\_\_\_



**Oneida County**

**Office for the Aging & Continuing Care**

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

**Michael J. Romano**  
Director

120 Airline Street-Suite 201 Oriskany, NY 13424

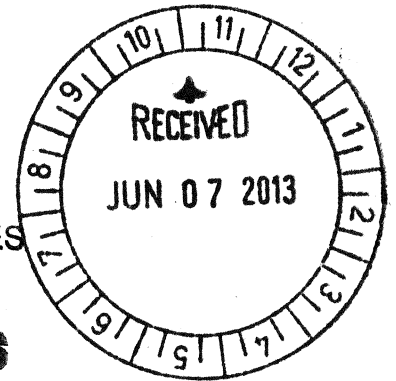
Phone 315-798-5456

Fax 315-768-3658

E-mail. ofa@ocgov.net

June 3, 2013

FN 20 13-213



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

HEALTH & HUMAN SERVICES

**WAYS & MEANS**

Dear Mr. Picente:

I am submitting the following Purchase of Service Agreement between the Office for the Aging/Office of Continuing and the Greater Mohawk Valley Community and Elder Wellness Council, Inc (CEWC) for your review and approval.

The purpose of his agreement is to provide a flexible consumer directed model of service delivery targeting Veterans who are referred to OFA/OCC and are at risk for Nursing Home Placement. This program is funded with Federal dollars (\$70,000), with no additional county dollars appropriated. This contract will commence January 1, 2013 and terminate December 31, 2013.

**Due to requirements by the State of New York, the attached contract needs to be approved by the Board of Legislators at their June 12, 2013 meeting.**

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

Sincerely,

Michael J. Romano  
Director

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

Anthony J. Picente, Jr.  
County Executive

Date 6/6/13

MJR/mac

Enc.

Oneida County Department: **Office for the Aging**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

## **Oneida County Board of Legislators Contract Summary**

**Name of Proposing Organization:** The Mohawk Valley Community and Elder Wellness Council, Inc.

**Title of Activity or Service: Veterans Directed Home and Community Based Services Program**

To provide Veterans who are at risk for nursing home placement the help they need to remain in the community by offering them more involvement and control over the types of services, supports, and benefits they receive through flexible consumer directed services and goods.

**Proposed Dates of Operation:** January 1, 2013 - December 31, 2013

**Client Population/Number to be Served:** Approximately **seventeen** disabled Veterans most at risk for nursing home placement in need of community based long term care services

**Summary Statements:**

- 1) **Narrative Description of Proposed Services.** To provide disabled Veterans with the ability to develop a flexible consumer directed model of service which will allow them to remain in the community.
- 2) **Program/Service Objectives and Outcomes.** To link Veterans with home and community based services and supports, including those supports that help family members and caregivers continue to provide care.
- 3) **Program Design and Staffing Level.** N/A

**Total Funding Requested:** \$70,000.00

**Oneida County Department Funding Recommendation:**

**Proposed funding Source (Federal/State/County):** Account # A6772.495149 Federal 100% (\$70,000.00)

**Cost per Client Served:** Approximately \$4,000.00

**Past Performance Data:** Third year

**Oneida County Department Staff Comments:** Program was developed through the Administration on Aging National Pilot - Community Living Program- to create flexible consumer directed long term care.

## AGREEMENT

This is an Agreement by and between the **GREATER MOHAWK VALLEY COMMUNITY AND ELDER WELLNESS COUNCIL, INC. (CEWC)**, located at 120 Airline Street, Oriskany, New York 13424, hereinafter known as "**CONTRACTOR**"; and **COUNTY OF ONEIDA, OFFICE FOR THE AGING**, located at 120 Airline Street, Oriskany, New York, 13424, hereinafter known as the "**OFFICE**".

**WHEREAS**, the OFFICE is charged with the responsibility of administering Federal Older Americans Act, 1965 as amended 1992 (PL102-375), funds in the County of Oneida, State of New York; and

**WHEREAS**, the OFFICE has the primary responsibility for the overall planning and coordination of OFFICE funds including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, WRAP, LTCOP; and County of Oneida funds.

**WHEREAS**, the OFFICE has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the OFFICE; and

**WHEREAS**, the OFFICE will provide technical assistance, upon request, to assist the CONTRACTOR in more effectively carrying out service delivery and/or complying with Federal, State and local statutes, policies, rules and regulations; and

**WHEREAS**, the CONTRACTOR is willing and able to perform the services required by this Agreement;

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

1. STANDARD ASSURANCES

A. The CONTRACTOR shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Administration on Aging, the New York State Office for the Aging (SOFA), County of Oneida and the OFFICE, refer to Appendix A.

B. The CONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal/State financial assistance."

C. The CONTRACTOR shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because



of age, race, creed, color, national origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subjects to discrimination under any program or activity receiving Federal/State financial assistance.

E. The CONTRACTOR shall clearly provide clients an opportunity to confidentially and voluntarily contribute to the cost of the services received through this Agreement.

F. The CONTRACTOR agrees to hire qualified persons as specified in the respective job description(s), and to maintain the number of staff workers specified in the personnel section of the proposal.

G. When appropriate, the CONTRACTOR shall attempt to recruit volunteers into the program to assist staff and clients.

H. The CONTRACTOR shall obtain, and submit to the OFFICE, three (3) copies of mutually signed, written Agreements existing between the CONTRACTOR and other service providers providing support to this contracted program.

I. The CONTRACTOR understands that all equipment acquired with funds through this agreement shall remain the property of the OFFICE; if the contract and/or program is terminated, the OFFICE shall issue a claim to said equipment in accordance with the Code of Federal Regulations 45-74, as amended 1980.

J. The CONTRACTOR agrees that any program, public information materials, or other printed or published materials funded by OFFICE funds including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, WRAP, LTCOP; and County of Oneida funds will give due recognition to the Administration on Aging, New York State Office for the Aging and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e. "This program is supported with funding from the Administration on Aging, New York State Office for the Aging, and Oneida County Office for the Aging."). Copies of all materials should be forwarded by the CONTRACTOR to the OFFICE at the end of each month.

K. The CONTRACTOR agrees to comply with all rules and regulations as stated in the attached Addendum.

2. FISCAL REQUIREMENTS

A. The CONTRACTOR shall keep all OFFICE funds separate; further, state and federal funds shall not be used as local share (match).

B. The CONTRACTOR will submit a written request and receive written approval from the OFFICE for any budget revisions; costs due to unauthorized revisions shall be borne by the CONTRACTOR.

C. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the OFFICE Voucher Instructions.

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

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

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

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

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

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

J. The CONTRACTOR shall follow close-out procedures administered by the OFFICE in accordance with the Code of Federal Regulations 45-74, as amended 1980.

3. INSURANCE COVERAGE REQUIREMENTS

A. The CONTRACTOR shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, or

independent subcontractors, and shall hold harmless and indemnify the OFFICE and County of Oneida from liability upon any and all claims for injuries to persons or for damages to property on account of any neglect, fault or default of the CONTRACTOR, its officers, trustees, agents, servants, volunteers or independent subcontractors; the CONTRACTOR shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the CONTRACTOR or not.

B. The CONTRACTOR shall carry paid up insurance in the sum of not less than One Million (\$1,000,000) Dollars per occurrence against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damages to property, whether such injuries, death or damages by attributable to the negligence or any other acts of the CONTRACTOR, its employees, volunteers, agents or otherwise.

C. The CONTRACTOR shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York and shall name the OFFICE as party insured thereunder, and shall provide that in the event of cancellation thereof the OFFICE shall be notified at least thirty (30) days in advance thereof, the CONTRACTOR shall submit a Certificate of Insurance as verification of liability coverage for the duration of the program period.

4. REPORTING REQUIREMENTS

A. The CONTRACTOR shall, in pursuit of OFFICE Title III B funded programs, comply with the Definition of Services, September 1996, as established by the New York State Office for the Aging (96-PI-43).

B. The CONTRACTOR shall provide the OFFICE with timely information needed to meet planning, coordination, evaluation and reporting requirements as requested by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS).

C. The CONTRACTOR shall maintain appropriate client records on each participant who receives services through this agreement; the OFFICE shall have access to the client records upon request.

D. The CONTRACTOR shall provide the OFFICE with required monthly, quarterly, periodic, and/or special reports and shall submit all reports to the OFFICE by the dates specified.

E. The CONTRACTOR shall submit a final Program Summary Report to the OFFICE within thirty (30) days of the end of the program year; the report shall cover the achievement of program goals and objectives.

5. GRIEVANCE PROCEDURES

A. The CONTRACTOR agrees to implement the OFFICE grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in Appendix B.

6. COORDINATION REQUIREMENTS

A. The CONTRACTOR agrees to utilize the OFFICE as the single point of entry for referral of services for the elderly and disabled individuals in Oneida County

B. The CONTRACTOR and the OFFICE agree to coordinate service activities and referrals with other service providers to ensure that older residents of Oneida County with the greatest economic and social needs (target groups) are being met.

C. The CONTRACTOR agrees to comply with policies ensuring client confidentiality, as established by the New York State Office for the Aging (SOFA) and the OFFICE, when information sharing between agencies is crucial to the client's well being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The CONTRACTOR and the OFFICE shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

7. CONTRACT CANCELLATION

A. The Agreement may be canceled by the OFFICE for failure by the CONTRACTOR to comply with the terms and conditions of this Agreement; the CONTRACTOR shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The CONTRACTOR and the OFFICE reserve the right to cancel the Agreement upon sixty (60) days written notice to the other party.

C. The CONTRACTOR agrees that in the event of contract termination, said party shall make a full and final accounting of all funds received and moneys expended under the Agreement within thirty (30) days after the date of termination; any unexpended funds shall be the property of the OFFICE.

D. The CONTRACTOR shall coordinate with the OFFICE and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being; other services shall be substituted and/or coordinated on the clients' behalf.

8. NO CLAIM FOR DAMAGES

The CONTRACTOR agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

9. SCOPE OF SERVICES

- A. The CONTRACTOR agrees to utilize the funds to provide flexible consumer services as part of the budget based plan of care created by the Program Case Coordinator who will develop a flexible consumer directed model of service to allow Veterans to remain in the community.
- B. The CONTRACTOR agrees to maintain accounting services to provide bookkeeping services, financial independent audits and funds for the purchase of the required insurance.
- C. The CONTRACTOR agrees to utilize funds through this agreement to subcontract with community agencies of the consumers choosing.
- D. The CONTRACTOR agrees to utilize funds for the printing of flyers, brochures and family education materials deemed necessary and approved by the OFFICE.

10. REIMBURSEMENT FOR SERVICES

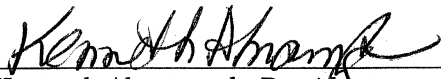
- A. It is agreed and understood by all parties that the OFFICE will reimburse the CONTRACTOR in accordance with the terms and conditions of this Agreement and the Title III of the Older Americans Act.
- B. The OFFICE agrees to reimburse the CONTRACTOR for program expenses, with total payments not to exceed seventy thousand dollars (**\$70,000.00**).
- C. The OFFICE grant funds are contingent upon availability of Federal and County of Oneida funding. The Office will reimburse the CONTRACTOR a maximum of seventy thousand dollars **\$70,000.00** (\$67,900.00 Direct Services and \$2,100.00 Administrative Funding) **payable** as specified in the OFA voucher Instructions. The payment schedule will be as follows:

<u>Date</u>	<u>Payment</u>
• January 1, 2013	\$19,075.00
• April 1, 2013	\$16,975.00
• July 1, 2013	\$16,975.00
• October 3, 2013	\$16,975.00

- D. The terms and conditions of this Agreement commence January 1, 2013 terminate December 31, 2013.

IN WITNESS THEREOF, the parties have here unto set their hand on the date  
respectively stated.

**CONTRACTOR**

  
\_\_\_\_\_  
Kenneth Abramczyk, President  
Greater Mohawk Valley Community and  
Elder Wellness Council, Inc. (CEWC)

6/4/13  
\_\_\_\_\_  
Date

**COUNTY OF ONEIDA**

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

\_\_\_\_\_  
Date

**OFFICE FOR THE AGING**

  
\_\_\_\_\_  
Michael J. Romano, Director

6/3/13  
\_\_\_\_\_  
Date

Approved As To Form **ONLY**:  
**ONEIDA COUNTY ATTORNEY**

BY: \_\_\_\_\_

## APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)  
45 CFR Part 74 (Administration of Grants)  
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)  
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)  
45 CFR Part 93 (New Restrictions on Lobbying)  
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)  
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)  
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)  
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)  
Equal Pay Act of 1963, as amended (29 USC 206)  
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)  
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)  
Single Audit Act of 1984 (31 USC 7501, et. seq.)  
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))  
Office of Management and Budget (OMB)  
OMB Circular A-87 (Cost Principles for State and Local Governments)  
OMB Circular A-95 (Clearinghouse Review)  
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)  
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)  
OMB Circular A-122 (Cost Principles for Non-profit Organizations)  
OMB Circular A-128 (Audits of State and Local Governments)  
OMB Circular A-133 (Audits of Institutions of Higher Education and Non-profit Institutions)  
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)  
Article 19-J of the Executive Law  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)  
Executive Law of New York State, Article 15 (State Human Rights Law)  
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)  
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)  
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)  
EISEP Program Standards  
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26) Legal Assistance Standards (94-PI-52)  
Weatherization Referral and Packaging Program (WRAP) Handbook Governor's 1960 Code of Fair Practices  
Governor's Executive Order 6 (Affirmative Action Efforts)  
Governor's Executive Order 19 (Prevention of Sexual Harassment)  
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientati

## **APPENDIX B**

### **Oneida County Office for the Aging Grievance Procedures**

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

#### **Right to File a Grievance**

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

#### **Denial of Service or Client's Unsatisfaction of Service**

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

#### **Grievance Process**

##### **Filing a Grievance**

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

##### **Investigation and Response to a Grievance**

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

##### **Appeal of Initial Response/Decision**

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

##### **Record Keeping**

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.



Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

## APPENDIX C

Oneida County Office for the Aging  
2012-2013  
**Voucher Instructions**  
**For Units of Services Contracts**

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
  - ✓ State the number of units of service and the description of services performed during the month.
  - ✓ List the Unit Price as stated in the Contract Budget.
  - ✓ Place the amount (Units X Unit Price) in the Amount column.
  - ✓ Place the amount to be reimbursed in the Total block.
  - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.

**6. Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.

**7. Voucher Backup**

- ✓ Attach CAARS monthly report.
- ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
- ✓ Attach appropriate backup:
  - Payroll certification sheets and time sheets signed by Agency employee.
  - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
  - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
  - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
  - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or

audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

**8. Timely Submissions:**

- ✓ Submit monthly vouchers by the 10<sup>th</sup> day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

**9. Changes To The Budget (including personnel):**

- ✓ Submit a Budget Revision and a justification for the change.

**10. Technical Assistance:**

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

## ADDENDUM

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

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

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

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

**1. Executor or Non-Appropriation Clause.**

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension,

- continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85 Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:

1. Abide by the terms of the statement; and
  2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

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- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

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

**6. Worker's Compensation Benefits.**

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

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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



Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

**9. Non-Collusive Bidding Certification.**

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

**10. Records.**

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

**11. Identifying Information and Privacy Notification.**

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information

will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. Conflicting Terms.**

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

**13. Governing Law.**

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

**14. Prohibition on Purchase of Tropical Hardwoods.**

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with

generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

**18. Certification of compliance with the Iran Divestment Act.**

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

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

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

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

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

County of Oneida

By: \_\_\_\_\_  
Oneida County Executive

Contractor

By: Kenneth H. Abraham  
Name

Approved as to Form ONLY

\_\_\_\_\_  
Oneida County Attorney

# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner

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

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

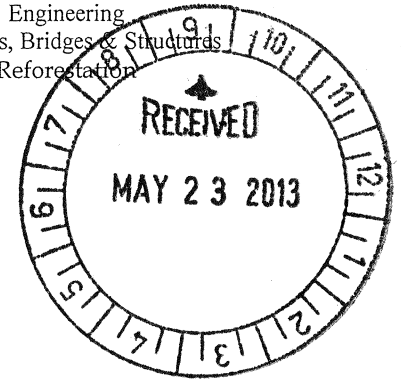
May 17, 2013

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

FN 20 13-214

**PUBLIC WORKS**

**WAYS & MEANS**



Dear County Executive Picente,

On March 7, 2012, proposals were received from interested consultants for construction inspection services associated with the 2013-2014 Oneida County local bridge program. Potential projects include the following.

1. Structure C1-70 and C2-70, Redfield Road, Florence
2. BIN 3311020, Steuben Valley Road, Steuben
3. Structure C1-18A, Doolittle Road, Paris
4. BIN 33114900, South Street, Westmoreland
5. BIN 3311060, Fox Road, Trenton
6. BIN 3310720, Lee Center - W. Lee Rd., Lee
7. Structure C1-41, Dix Road, Westmoreland

On March 13, 2013, the Oneida County Board of Acquisition & Contract accepted the proposal from Lochner Engineering with the following billable rate schedule.

Personnel	Project: 3,4,5,7		Project: 2,6		Project: 1	
	Hourly Rate	Overtime Rate	Hourly Rate	Overtime Rate	Hourly Rate	Overtime Rate
Project Manager	\$74.00	\$50.00	\$75.00	\$50.00	\$76.00	\$50.00
Resident Engineer/Inspector	\$74.00	\$50.00	\$75.00	\$50.00	\$76.00	\$50.00
Administrative Assistant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Utilizing this schedule, the total cost for construction inspection services for the 2013-2014 construction seasons will be approximately \$237,200.00. Funding would be provided through Capital Project H-374, County Highway Bridge.

Please review the enclosed contract with Lochner Engineering for construction inspection services. If acceptable, please forward to the Oneida County Board of Legislators for consideration.

Thank you for your support.

Sincerely,

Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

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

Anthony J. Picente, Jr.  
County Executive

Date 5/21/13

# Oneida County DPW Contract Summary

Division: Engineering  
Contact: Mark Laramie  
Telephone Number: (315) 793-6236

Commodity and/or Labor Contract \_\_\_\_\_  
Professional Services Contract X  
NYSOGS Contract \_\_\_\_\_  
Competitive Bid or Proposal X  
Sole Source \_\_\_\_\_

Board of Legislators Approval Required Yes

Name of Contracting Organization: **Lochner Engineering**  
**181 Genesee St.**  
**Utica, NY 13501**

Title of Activity or Service: **Professional Consulting Services**

Description of Proposed Services: **Provide construction inspection services for the following bridge and structure projects:**

1. Structure C1-70 and C2-70, Redfield Road, Florence
2. BIN 3311020, Steuben Valley Road, Steuben
3. Structure C1-18A, Doolittle Road, Paris
4. BIN 33114900, South Street, New Hartford
5. BIN 3311060, Fox Road, Trenton
6. BIN 3310720, Lee Center - W. Lee Rd., Lee
7. Structure C1-41, Dix Road, Westmoreland

Total Funding Requested: \$237,200.00

Account Number H374

Proposed Funding Source: Federal \_\_\_\_\_  
State \_\_\_\_\_  
County 100%  
Other \_\_\_\_\_

Oneida County Department Staff Comments: \_\_\_\_\_

# LOCHNER

## CONSULTING SERVICES AGREEMENT [Billing Rate]

This agreement ("Agreement"), with an effective date of May 7, 2013 is by and between Oneida County ("CLIENT") and Lochner Engineering, P.C. ("CONSULTANT").

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

### 1 SCOPE OF SERVICES

1.1 The services to be performed by CONSULTANT for CLIENT under this Agreement are set out in Attachment A ("Scope of Services"), incorporated herein by reference. The Services are to be performed in support of the project identified in Attachment A ("Project").

### 2 COMPENSATION

2.1 CLIENT shall pay CONSULTANT, as compensation for the Services ("Compensation"), based on CONSULTANT's rate schedule ("Rate Schedule"), Attachment B, incorporated herein by reference.

2.2 There shall be no additional compensation for vehicle use, travel, gas, mileage, cell phone use, document production, mailings, etc. The costs for these items are to be included in the hourly billing rates.

2.3 Outside services, such as material testing and laboratory services, will be arranged for, and contracted for, by others.

2.4 CLIENT shall pay CONSULTANT additional compensation for labor and expenses incurred by CONSULTANT in responding to or and assisting with any audit required by CLIENT, or any federal, state, and local government agencies. The basis of payment will be the CONSULTANT's normal commercial rate for such services unless otherwise defined by an amendment to this agreement.

### 3 INVOICING AND PAYMENT

3.1 CONSULTANT shall submit its standard monthly invoice describing the Services performed and expenses incurred during the preceding month. CLIENT shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to CONSULTANT within 30 calendar days after receipt of CONSULTANT's monthly invoice.

3.2 In the event payment for the Services has not been made within 60 calendar days from the date of the invoice, CONSULTANT may, after giving 7 calendar days written notice and without penalty or liability of any nature, and without waiving any claim against CLIENT, suspend all or any part of the Services. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 1.5% per month (18% per annum), not to exceed the maximum rate allowed by law, shall be added to the unpaid balance of each invoice. The interest period shall commence 30 calendar days after the date of the invoice. Payments shall first be credited to interest and then to principal.

# LOCHNER

## 4 PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effect until 12/31/2014 unless terminated earlier pursuant to this Agreement.

## 5 CLIENT'S RESPONSIBILITIES

5.1 CLIENT shall designate in writing a person to act as CLIENT's representative with respect to this Agreement. Such person will have complete authority to transmit instructions, receive information and interpret and define CLIENT's policies and decisions.

5.2 CLIENT shall furnish to CONSULTANT all applicable information and technical data in CLIENT's possession or control which CLIENT may lawfully release, including but not limited to, maps, surveys, drawings, soils or geotechnical reports, and any other information relating to the Services and requested by CONSULTANT. CLIENT shall also disclose to CONSULTANT hazards at the project site ("Site") which pose a significant threat to human health or the environment. CONSULTANT shall be entitled to reasonably rely upon the information provided by CLIENT, CLIENT's representatives, or from generally accepted sources without independent verification except to the extent such verification is expressly included in the scope of Services.

5.3 CLIENT shall examine all studies, reports, sketches, drawings, specifications, and other documents presented by CONSULTANT, seek legal advice, the advice of an insurance counselor, or other consultant(s), as CLIENT deems appropriate for such examination. If any document requires CLIENT to approve, comment, or to provide any decision or direction, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the schedule for the Services ("Project Schedule").

5.4 CLIENT shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to properly perform the Services.

5.5 CLIENT shall obtain, where applicable, the following:

5.5.1 All published advertisements for bids;

5.5.2 All necessary land, easements, and rights-of-way;

5.5.3 All items and services not specifically covered by the terms and conditions of this Agreement.

5.6 CLIENT shall pay for any costs associated with the above items.

## 6 CONSULTANT'S RESPONSIBILITIES

6.1 CONSULTANT shall designate a project manager for the performance of the Services.

6.2 CONSULTANT shall perform the Services as an independent contractor and not as CLIENT's agent or employee. CONSULTANT shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.



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6.3 The standard of care applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time and location said Services are performed. CONSULTANT will re-perform any Services not meeting this standard without additional compensation

6.4 CONSULTANT may, during the course of its Services, prepare opinions of the cost of construction. CLIENT acknowledges, however, that CONSULTANT has no control over costs of labor, materials, competitive bidding environments and procedures, unknown field conditions, financial and/or market conditions or other factors affecting the cost of the construction and the operation of the facilities, the design of which is contemplated by this Agreement, all of which are and will unavoidably remain in a state of change. CLIENT therefore acknowledges that CONSULTANT cannot and does not make any warranty, promise, or representation, either express or implied, that proposals, bids, project construction costs, or cost of operation or maintenance will not vary substantially from its cost estimates.

6.5 When CONSULTANT provides on-site monitoring personnel during construction as part of its Services, the on-site monitoring personnel will notify CLIENT of any observed defects in the Work; will otherwise make reasonable efforts to guard CLIENT against defects and deficiencies in the work of the contractor(s) and will help to determine if the provisions of the contract documents are being fulfilled. The providing of on-site monitoring personnel will not, however, cause CONSULTANT to be responsible for those duties and responsibilities which belong to the construction contractor, and which include, but are not limited to, full responsibility for the means, methods, techniques, sequences and progress of construction, and the health and safety precautions incidental thereto, and for performing the construction in accordance with the contract documents.

6.6 In addition to or in lieu of on-site personnel, CONSULTANT's off-site staff may periodically visit the Project site as part of its Services. Such periodic visits and any observations made by CONSULTANT during such periodic visits shall not make CONSULTANT responsible for, nor relieve the construction contractor of the sole responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s), and for all safety precautions incidental thereto.

6.7 All samples, sample residues, and byproducts from the sample testing process relating to the Services shall be disposed of by CONSULTANT in accordance with applicable Law. If included in the Scope of Services, CONSULTANT shall also dispose of all non-hazardous waste generated in the performance of the Services.

6.8 CONSULTANT shall not arrange or otherwise be responsible for the disposal of any regulated waste, including but not limited to toxic, radioactive or hazardous substances, wastes or materials ("Hazardous Wastes") associated with the Services, either directly or indirectly through its subcontractors or others. CONSULTANT, at CLIENT's request, may assist the CLIENT in identifying or evaluating disposal alternatives for the off-site treatment, storage or disposal of Hazardous Wastes, but neither CONSULTANT nor others for whom CONSULTANT bears responsibility related to the Services shall make any independent determination relating to the selection of a treatment, storage or disposal facility or sign any hazardous waste manifest.

## 7 CHANGE ORDERS

7.1 CLIENT or CONSULTANT may, from time to time, request modifications or changes in the scope of Services. To the extent that the scope of the Services to be performed by CONSULTANT has been

# LOCHNER

affected, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment C, incorporated herein by reference, and executed by both parties.

## 8 FORCE MAJEURE

8.1 Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party. CONSULTANT shall be entitled to an equitable adjustment to the Compensation and the Project Schedule as a result of any such delay.

## 9 CONFIDENTIALITY

9.1 CONSULTANT shall treat as confidential and proprietary all information and data delivered to it by CLIENT. Confidential information shall not be disclosed to any third party, other than CONSULTANT's subcontractors or subconsultants, during or subsequent to the term of this Agreement. Nothing contained herein shall preclude CONSULTANT from disclosing information or data: (i) in the public domain without breach of this Agreement; (ii) developed independently by CONSULTANT; (iii) received by CONSULTANT on a non-confidential basis from others who had a right to disclose such Confidential Information; or (iv) where disclosure or submission to any governmental authority is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgements, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Subcontracted Services ("Law"), but only after actual prior written notice has been received by the CLIENT and CLIENT has had a reasonable opportunity to protect disclosure of such Confidential Information.

## 10 RIGHTS IN DATA

10.1 All work products provided by CONSULTANT to CLIENT shall be deemed to be work-for-hire and shall belong to CLIENT ("Work Product"). Methodologies and other instruments of service used to prepare the Work Product shall remain the property of CONSULTANT. Any modification or reuse of the Work Product without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's subcontractors and subconsultants.

## 11 INSURANCE

11.1 CONSULTANT will maintain the following coverage while performing Services, subject to the terms and conditions of the policies. Oneida County shall be added as additional insured to all policies excluding professional liability and workers compensation:

<u>TYPE</u>	<u>AMOUNT</u>
Workers Compensation	Statutory
Employers' Liability	\$1,000,000 policy limit
Commercial General Liability	\$1,000,000 per occurrence/\$1,000,000 Aggregate
Automobile Liability	\$1,000,000 per occurrence – combined single limit
Professional Liability	\$1,000,000 per claim - \$1,000,000 aggregate

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Contractors Pollution Liability                      \$1,000,000 per claim - \$1,000,000 aggregate

## 12 INDEMNITY

12.1 The Consultant shall defend indemnify and hold the Owner and Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorney's fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions or willful misconduct of the Consultant, its employees and its consultants in the performance of professional services under this Agreement. The Consultant's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

12.2 IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 13 LIMITATION OF LIABILITY (Not used)

## 14 PREEXISTING CONDITIONS

14.1 CLIENT hereby understands and agrees that CONSULTANT has not created nor contributed to the creation or existence of any Hazardous Substances at or related to the Project site or in connection with or related to this Agreement. The compensation to be paid CONSULTANT for the Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such Hazardous Substances. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to attorney's fees and court costs, arising out of, or resulting from the threatened or actual release of Hazardous Substances ("Release"), except to the extent that such Release is caused by the negligence or willful misconduct of CONSULTANT. Nothing contained within this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of a generator, arranger, transporter or as a storage, treatment or disposal facility as those terms appear within applicable Law.

## 15 SOFTWARE

15.1 CONSULTANT, as part of the Services, may furnish, recommend, or identify to CLIENT certain third party software. As CONSULTANT is not the author, manufacture, or developer of such software, CONSULTANT does not give any warranty, express or implied of third party software, and shall not be liable for any defects in such software but will pass the manufacturer's warranty to the CLIENT.

15.2 CONSULTANT warrants that as to Software developed under this Agreement that: (i) the Software will perform substantially in accordance with written materials provided with the software for a period of 90 days from the date that it is received by CLIENT; and (ii) the media on which the Software is distributed shall be free from defects in materials and workmanship for a period of 90 days from the date that it is received by the CLIENT. CONSULTANT's entire liability and CLIENT'S exclusive remedy under this limited warranty will be, at CONSULTANT's option, either (i) the return of the price paid for the Software or (ii) repair or replacement of the Software or the media that is returned to CONSULTANT. This limited

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warranty is void if the failure of the Software or media is due to accident, abuse, misapplication or unauthorized modification. Any replacement Software or media will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

15.3 To the maximum extent permitted by applicable law, consultant disclaims all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, with respect to the software and the accompanying written materials. Consultant does not warrant that the software will meet client's requirements, that the operation of the software will be uninterrupted or error-free, that the software will operate in combination with any other software that client selects for its use, or that defects or errors in the software will be corrected. Consultant further does not warrant or make any representations regarding the use or the results of use of the software or accompanying written materials with respect to their correctness, accuracy, reliability, or otherwise. No oral or written information or advice given by consultant shall create a warranty or in any way increase the scope of this limited warranty. Some states/ jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to the client under such circumstances.

## 16 SUSPENSION

16.1 CLIENT may, at any time and without cause, suspend the Services of CONSULTANT, or any portion thereof for a period of not more than 90 days by notice in writing to CONSULTANT. CONSULTANT shall resume the Services on receipt from CLIENT of a written notice of resumption of the Services. If such suspension causes an increase in CONSULTANT's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

## 17 TERMINATION

17.1 CLIENT may terminate all or part of this Agreement for CLIENT's convenience by providing 10 days written notice to CONSULTANT. In such event, CONSULTANT will be entitled to Compensation for the Services performed up to the effective date of termination. CONSULTANT will not be entitled to compensation for profit on Services not performed.

## 18 DISPUTES RESOLUTION – ARBITRATION (Not used)

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## 19 NOTICE

19.1 Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with the a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

### CLIENT

Oneida County

---

6000 Airport Road

---

Oriskany, NY 13424

---

Attn: Mark Laramie, P.E.

### CONSULTANT

Lochner Engineering, P.C.

---

181 Genesee Street, Suite 300

---

Utica, NY 13501

---

Attn: Mark Pawlick, PE

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

## 20 SURVIVAL OF CONTRACT TERMINATION

20.1 The Articles relating to Indemnification and Limitation of Liability shall survive termination the completion of the Services, payment in full of the Compensation and termination of this Agreement.

## 21 MISCELLANEOUS

21.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State where the Project is located.

21.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party without the prior written consent of the other party(ies).

# LOCHNER

21.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

21.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

21.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

21.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by that party of its or any other party's compliance with any provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

21.7 Venue, Jurisdiction and Process. The parties agree that any litigation arising out of this Agreement or for the interpretation, performance or breach of this Agreement, shall be instituted in the County where the Project is located.

21.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

21.9 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between CONSULTANT and CLIENT. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

21.10 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter.

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21.11 Other Documents. The documents listed below shall become part of this agreement.

- Attachment A, Scope of Services
- Attachment B, Rate Schedule
- Attachment C, Change Order Form
- Attachment D, Standard Contract Clauses
- Attachment E, Certification of Consultant
- Attachment F, Solid Waste Certification

**CLIENT**


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CONSULTANT**

  
\_\_\_\_\_  
Signature

Mark R Pawlick

\_\_\_\_\_  
Name (Printed or Typed)

Vice President  
\_\_\_\_\_  
Title

May 7, 2013

\_\_\_\_\_  
Date

# LOCHNER

## Attachment A

### SCOPE OF SERVICES

#### Project

The Consultant will provide construction inspection services for the various County funded bridge and structure replacement / rehabilitation projects let in 2013 and 2014. Potential projects are listed below:

- Replacement of Structure C1-70, Redfield Road over Perry Brook, Town of Florence
- Replacement of Structure C2-70, Redfield Road over Spellicy Brook, Town of Florence
- Replacement of BIN 3311020, Steuben Valley Road over Branch Steuben Creek, Town of Steuben
- Replacement of Structure C1-18A, Doolittle Road over Sauquoit Creek, Town of Paris
- Rehabilitation of BIN 3311400, South Street over Branch Oriskany Creek, Town of Westmoreland
- Rehabilitation of BIN 3311060, Fox Road over Nine Mile Creek, Town of Trenton
- Replacement of BIN 3310720, Lee Center – W. Lee Road over Canada Creek, Town of Lee
- Replacement of Structure C1-41, Dix Road over Wheeler Creek, Town of Westmoreland

#### Scope of Services

The general scope of services for all Oneida County construction projects shall be as outlined below. Individual projects may require deviation from these basic services. Oneida County will discuss project specific requirements with the Consultant prior to construction.

1. In accordance with this contract, the Consultant will:
  - a. Keep a diary and digital photo log of all events pertinent to the progression of the project.
  - b. Verify that materials utilized are as specified in the contract documents.
  - c. Assure the project is built to the lines, grades and in accordance with the approved plans and specifications.
  - d. Document quantities in a manner sufficient to recommend payment for work completed.
  - e. Review and make recommendation of Contractor's requests for payment.
  - f. Keep County Liaison informed of progression of work.
2. Following bid opening and award of a project, Oneida County will forward bid results, plans and specifications to the Consultant.
3. The Consultant's Project Manager or Chief Inspector will arrange for and conduct a preconstruction meeting. The Project Manager will compile and distribute meeting minutes to all attendees. Contractor will provide project schedule, intended start date and a schedule of values to all attendees.
4. The project designer will review and approve all shop drawings. Upon approval, copies will be made available to the Consultant.



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5. The Consultant will keep a project specific diary. The diary will describe the progress of work, size of work force, equipment being used, weather conditions, and any specific problems encountered. Diaries will be forwarded to the County weekly, regardless of quantity of work performed. Digital photos will document progression of work and upon project completion, photos will be assembled on CD-ROM and a copy will be provided to the County.
6. The Contractor will be responsible for notifying the materials testing firm of their intended work schedule and services required. All applicable concrete pours will be tested in accordance with accepted practices and procedures. Minor placement of backfill items may be exempt from testing based on visual inspection and acceptance. The inspector will observe testing procedures, review test results and recommend acceptance or rejection of materials tested.
7. The Consultant will take measurements, obtain a copy of delivery tickets, and record all pertinent information necessary to verify and recommend contractors payment requests.
8. The Consultant will monitor construction activities and inform the County of the projects progression. The Consultant will make recommendations to the County for any minor changes requested by the Contractor. The Consultant will confer with the project designer regarding any proposed structural modifications. Any proposed changes must have prior approval of the County before being implemented.
9. The Consultant will maintain a set of record drawings during construction. Upon project completion the Consultant will forward marked up drawings to the County. The County will forward marked up drawings to the project designer to generate record plans.
10. The Consultant will develop a punch list upon substantial completion of the project. The Consultant will coordinate a meeting between the Contractor and the County to review the punch list.
11. The Consultant will review Contractor requests for payment and forward recommendation to the County for processing. All requests for payment will be processed within two weeks after receipt, provided all information supplied is accurate and thorough.
12. The Consultant will invoice the County monthly for services rendered based upon 2013 billing rates. In the event that projects continue into 2014, the Consultant has the option to perform work under the 2013 billing rate or terminate this agreement by providing 90 days written notice to CLIENT.

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## Attachment B

### RATE SCHEDULE

The Consultant will provide engineering services for the 2013 Oneida County Construction Inspection Term Agreement as described in Attachment A, and will be compensated in accordance with the following rate schedule:

<b>PROJECTS: C1-18a Doolittle Road BIN 3311400 South Street BIN 3311060 Fox Road Structure C1-41 Dix Road</b>		
Title	2013 Straight Time Billing Rate (1,3)	2013 Overtime Billing Rate (2,3)
Project Manager	\$ 74 per hour	\$ 50 per hour
Resident Engineer/Inspector	\$ 74 per hour	\$ 50 per hour
Administrative Assistant	\$ 0 per hour	\$ 0 per hour

<b>PROJECTS: BIN 3311020 Steuben Valley Road BIN 3310720 Lee Center -W. Lee Road</b>		
	2013 Straight Time Billing Rate (1,3)	2013 Overtime Billing Rate (2,3)
Project Manager	\$ 75 per hour	\$ 50 per hour
Resident Engineer/Inspector	\$ 75 per hour	\$ 50 per hour
Administrative Assistant	\$ 0 per hour	\$ 0 per hour

<b>PROJECT: C1-70 &amp; C2-10 Redfield Road</b>		
	2013 Straight Time Billing Rate (1,3)	2013 Overtime Billing Rate (2,3)
Project Manager	\$ 76 per hour	\$ 50 per hour
Resident Engineer/Inspector	\$ 76 per hour	\$ 50 per hour
Administrative Assistant	\$ 0 per hour	\$ 0 per hour

- 1) Straight time rate applies to actual hours worked up to, and including 40 hours per week, per person.
- 2) Overtime rate applies to actual hours worked in excess of 40 hours per week, per person.
- 3) Hourly billing rates for field personnel shall include all materials and equipment necessary to effectively carry out the duties of an inspector. Projects will be billed for actual on-site inspection time, document review, and processing time. There will be no additional compensation for personal vehicle, travel, gas, mileage, cell phone use, document reproduction, mailings, etc.

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## Attachment B (cont)

### BUDGET ESTIMATE

- a. Resident Engineer/Chief Inspector
- b. Project Manager
- c. Administrative Assistant

#### 1. Redfield Road

a.	400 hours @	\$ 76 / hour =	\$ 30,400
a.	100 hours @	\$ 50 / hour =	\$ 5,000
b.	100 hours @	\$ 76 / hour =	\$ 7,600
c.	50 hours @	\$ - / hour =	\$ -
Total			\$ 43,000

#### 2. BIN 3311020, Steuben Valley Road

a.	400 hours @	\$ 75 / hour =	\$ 30,000
a.	100 hours @	\$ 50 / hour =	\$ 5,000
b.	100 hours @	\$ 75 / hour =	\$ 7,500
c.	50 hours @	\$ - / hour =	\$ -
Total			\$ 42,500

#### 3. C1-18A Doolittle Road

a.	200 hours @	\$ 74 / hour =	\$ 14,800
a.	50 hours @	\$ 50 / hour =	\$ 2,500
b.	50 hours @	\$ 74 / hour =	\$ 3,700
c.	25 hours @	\$ - / hour =	\$ -
Total			\$ 21,000

#### 4. BIN 3311400 South Street

a.	240 hours @	\$ 74 / hour =	\$ 17,760
a.	60 hours @	\$ 50 / hour =	\$ 3,000
b.	60 hours @	\$ 74 / hour =	\$ 4,440
c.	30 hours @	\$ - / hour =	\$ -
Total			\$ 25,200

#### 5. BIN 3311060, Fox Road

a.	200 hours @	\$ 74 / hour =	\$ 14,800
a.	50 hours @	\$ 50 / hour =	\$ 2,500
b.	50 hours @	\$ 74 / hour =	\$ 3,700
c.	25 hours @	\$ - / hour =	\$ -
Total			\$ 21,000

#### 6. BIN 3310720, Lee Center/West Lee Road

a.	400 hours @	\$ 75 / hour =	\$ 30,000
a.	100 hours @	\$ 50 / hour =	\$ 5,000
b.	100 hours @	\$ 75 / hour =	\$ 7,500
c.	50 hours @	\$ - / hour =	\$ -
Total			\$ 42,500

#### 7. C1-41 Dix Road

a.	400 hours @	\$ 74 / hour =	\$ 29,600
a.	100 hours @	\$ 50 / hour =	\$ 5,000
b.	100 hours @	\$ 74 / hour =	\$ 7,400
c.	50 hours @	\$ - / hour =	\$ -
Total			\$ 42,000

**TOTAL MAXIMUM AMOUNT PAYABLE: \$ 237,200**

# LOCHNER

## Attachment C – Change Order Form

Contract No. \_\_\_\_\_

Change Order No. \_\_\_\_\_

Effective Date \_\_\_\_\_

In accordance with Article 7 of the Consulting Services Agreement dated May 7, 2013 (“Agreement”) between Oneida County (“CLIENT”) and Lochner Engineering, P.C. (“CONSULTANT”), this Change Order modifies the Agreement as follows:

1. **Change in Services:**
2. **Change in time of Performance** (attach schedule if appropriate):
3. **Change in CONSULTANT’s Compensation:**

The increase in Maximum Amount Payable as a result of this change order is as follows:

Original MAP _____	\$ _____	.00
Change Order # _____	\$ _____	.00
Revised MAP _____	\$ _____	.00

All other terms and conditions remain unchanged.

**CLIENT**

**CONSULTANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name, Title (Printed or Typed)

\_\_\_\_\_  
Name, Title (Printed or Typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# LOCHNER

## Attachment D Standard Contract Clauses

THIS ADDENDUM, entered into on this 7<sup>th</sup> day of May 2013, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

**1. Executor or Non-Appropriation Clause.**

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or

# LOCHNER

- employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:

# LOCHNER

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

# LOCHNER

Federal, State or local health, law enforcement, or other appropriate agency;

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

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

---

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

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

#### 4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent



# LOCHNER

unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

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

# LOCHNER

- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
  - 1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

## 5. **Non-Assignment Clause.**

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

## 6. **Worker's Compensation Benefits.**

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

## 7. **Non-Discrimination Requirements.**

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

# LOCHNER

available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

## 8. Wage and Hours Provisions.

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

## 9. Non-Collusive Bidding Certification.

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

## 10. Records.

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

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not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

## 11. Identifying Information and Privacy Notification.

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

## 12. Conflicting Terms.

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

## 13. Governing Law.

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

## 14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical

# LOCHNER

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

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

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

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

## **16. Gratuities and Kickbacks.**

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

## **17. Audit**

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

# LOCHNER

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

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

## **18. Certification of Compliance with the Iran Divestment Act.**

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

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

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

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

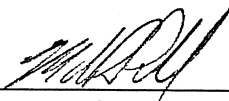
# LOCHNER

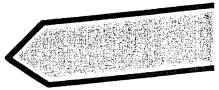
IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

**County of Oneida**

**Contractor**

By: \_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

By:  \_\_\_\_\_  
Name: Mark R. Pawlick



Approved as to Form only

\_\_\_\_\_  
Oneida County Attorney

# LOCHNER

## ATTACHMENT E

### CERTIFICATION OF CONSULTANT

I hereby certify that I am the duly authorized representative of the firm of Lochner Engineering, PC, a company organized under the laws of the State of New York, having their principal office for the transaction of business at 181 Genesee Street, Utica, NY 13501, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Contract, or
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than those named herein in connection with carrying out the Contract, or
- (c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract; except as here expressly stated (if any):

---

I acknowledge that this contract shall be rendered null and void if subsequent to the date of this contract it is determined that a violation of such acts or regulations has occurred, and

I further acknowledge that this certificate is to be furnished to all agencies named in this contract and is subject to applicable State and Federal Laws, both criminal and civil.

Company: Lochner Engineering, PC

By: 

Name: Mark R. Pawlick

Title: Vice President

Date: May 7, 2013

Attest: 



# LOCHNER

## ATTACHMENT F

### CONSULTANT RECYCLING AND SOLID WASTE MANAGEMENT FORM FOR ONEIDA COUNTY CONTRACTS

*The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.*

#### REGULATORY COMPLIANCE

- (a) The Consultant agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.
- (b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Consultant 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 Consultant and any sub-consultants. Upon awarding of this contract, and before work commences, the Consultant 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 Consultant and any sub-consultants in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

#### STATEMENT

"I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

Mark R Pawlick

(c) Printed Name of Signee

Vice President

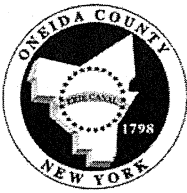
Title



Signature

May 7, 2013

Date



# ONEIDA COUNTY DEPARTMENT OF LAW

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

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

GREGORY J. AMOROSO  
COUNTY ATTORNEY

May 24, 2013

FN 20 13 - 215

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

## PUBLIC WORKS WAYS & MEANS

Re: DOT Appropriation, Murnane Field

Dear Mr. Picente:

Herein forwarded to you is the proposed resolution for the Board of Legislators authorizing you to execute the "Agreement for Advance Payment" from the NYS Department of Transportation.

If the contents herein are agreeable to you, please forward the same to the Board of Legislators for approval.

Thank you.

Very truly yours,

Lawrence A. Sardelli  
Assistant County Attorney

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

Anthony J. Picente Jr.  
County Executive  
Date 5/28/13

*INTRODUCTORY  
NO.*

*F.N. 2013-*

## **ONEIDA COUNTY BOARD OF LEGISLATORS**

*RESOLUTION NO.*

*INTRODUCED BY:  
2ND BY:*

**RE: A RESOLUTION AUTHORIZING THE ONEIDA COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT FOR ADVANCE PAYMENT FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the New York State Department of Transportation is engaged in renovation construction in the City of Utica known as the North-South Arterial Project, PIN 2131.41.222 (attached NYS DOT project map), and

**WHEREAS**, the above project includes a traffic and accident mitigation site at the intersection of Burrstone Road and Lincoln Ave, and

**WHEREAS**, the proposed changes include the extension of Lincoln Ave south, the placement of a traffic signal at the created intersection of Burrstone Road and Lincoln Ave, and the widening of Burrstone Road by the appropriation of a strip of land on the north border of Murnane Filed with Burrstone Road, consisting of 5,802+ square feet as shown on the attached DOT maps, and

**WHEREAS**, it is in the public interest to approve the above appropriation for purposes of public safety, and

**WHEREAS**, the appropriation of the above strip of land by the state of New York from the County of Oneida does not interfere with the operation or purposes for which Murnane Field was transferred to the county and does not negatively affect the aesthetic value of said Murnane field (see attached correspondence), and

**WHEREAS**, the compensation to be paid by the State of New York to the County of Oneida for he above appropriation of land is \$15, 225.00 (see attached offer of settlement), and

**WHEREAS**, the said offer of settlement is a fair and reasonable price for the subject parcel (see attached statement), and

**NOW THEREFORE BE IT RESOLVED**, that the County of Oneida accept the offer of the State of New York for compensation of \$15,225.00 as an advance payment for the above described appropriation of land, and

**RESOLVED**, that the County of Oneida execute the attached "Agreement for Advance Payment" as an acceptance of such monies under the terms and conditions stipulated therein, including the right to claim further compensation in the Court of claims under certain conditions therein, and

**BE IT FURTHER RESOLVED**, the County Executive is hereby authorized to execute the subject "Agreement for Advance Payment" in connection with the subject appropriation.

APPROVED: Public Works Committee (, 2013)  
Ways and Means Committee (, 2013)

DATED: , 2013

Adopted by the following vote:

AYES                NAYS                ABSENT



## ONEIDA COUNTY SPORTS AUTHORITY

800 PARK AVENUE ♦ UTICA, NEW YORK 13501 ♦ (315) 798-5700

February 8, 2013

Ms. Heather L. Pritchard  
Regional Environmental Unit Manager  
NYS Department of Transportation  
Utica State Office Building  
207 Genesee Street  
Utica, New York 13501

Re: Section 4(f) Evaluation for County-Owned Property  
P.I.N. 2134.41  
North-South Viaduct Replacement Project  
Right of Way Acquisition  
City of Utica, Oneida County

Dear Ms. Pritchard:

In response to your letter of November 19, 2012 and request for a written response as to the position of the Oneida County Sports Authority with respect to impacted property owned by Oneida County, I offer the following.

In accordance with Section 4(f) of the United States Department of Transportation Act of 1966 which protects publicly-owned parks and recreation areas, wildlife and waterfowl refuges, and historic properties, transportation agencies such as yours must consider all measures to avoid and minimize use of those types of facilities unless there are no feasible and prudent alternatives to doing so.

With regard to the acquisition of a piece of a County-owned parcel identified as 1700 Sunset Ave., located at the west side of the State Route 921B (Burrstone Rd.) at the intersection of Bennett St. and Burrstone Rd., for the permanent installation of a turning lane, it is the Sport Authority's opinion that the NYS Department of Transportation has made reasonable efforts and taken all the necessary steps to minimize impacts to the property. As the Chairman of the Oneida County Sports Facility Authority and officer of jurisdiction over the lands owned by the County under jurisdiction of the Sports Facility Authority, I am providing this statement of approval for this strip taking for highway purposes. This property, Murnane Field, is considered to be public recreation land for sporting activities, and my determination is that the project will not adversely affect the activities, features, or attributes that



RECEIVED  
MAY 17 2013  
County Executive's Office

# 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

May 15, 2013

FN 20 13-216

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

**PUBLIC SAFETY**



**WAYS & MEANS**

Dear County Executive Picente:

The Sheriff's Office would like to request a transfer of \$10,992.00 to cover the cost of upgrading the facility with up-to-date software. The cost of the project will be paid out of a refund that was received from our Medical contractor. County funds will not be used.

<u>Transfer from Revenue Account</u>	<u>Amount</u>	<u>Transfer to Expense Account</u>	<u>Amount</u>
A1589 Other Equipment	\$10,992.00	A3150.492 Comp Software & Lic.	\$10,992.00
Total:	\$10,992.00		\$10,992.00

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 5/20/13

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

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

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

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



Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy  
Chief Deputy Dean Obernesser

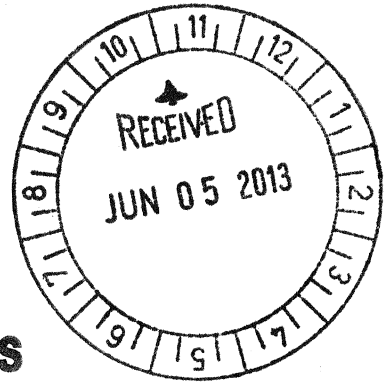
*Sheriff Robert M. Maciol*

May 23, 2013

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

FN 20 13-217

**PUBLIC SAFETY  
WAYS & MEANS**



Dear County Executive Picente:

The Sheriff's Office is requesting approval for a contract providing security services to Oswego County.

The Sheriff's Office would like to offer Oswego County inmate security services during the times that Oswego County experiences a shortage of available beds at their Correctional Facility. This agreement has been and will continue to be an important source of revenue for the Sheriff's Office.

Oswego County is currently seeking to contract with Oneida County from the period of April 1, 2013 to March 31, 2016. Oswego County agrees to pay the Oneida County Sheriff's Office \$90 per day, per inmate, for security services rendered.

The Sheriff's Office is also requesting this contract to be approved as a template contract for other counties that contract with us for inmate security services at the Correctional Facility.

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

Sincerely,

Robert M. Maciol  
Sheriff

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

Anthony J. Picente, Jr.  
County Executive

Date 6/5/13

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

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

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

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

**Oneida County Department/Office:** Sheriff's Office

**Competing Proposal:**  
**Only Respondent:**  
**Sole Source RFP:**  
**Other: XXX (Revenue)**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sheriff's Office

**Providing Services to:** Oswego County Sheriff's Office (Oswego County)

**Title of Activity or Service:** Security Services at the Oneida County Correctional Facility

**Proposed Dates of Operation:** April 1, 2013 – March 31, 2016

**Client Population/Number to be Served:** Oswego County Inmates which meet Section 504 of Correction Law criteria

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Oneida County Sheriff's Office provision of security services at the Oneida County Correctional Facility
- 2) **Program/Service Objectives and Outcomes:** Guarding contracted county's inmates at the Oneida County Correctional Facility
- 3) **Program Design and Staffing:** 24-7 security coverage of contracted county's inmates at the Oneida County Correctional Facility.

**Total Funding Requested:** None

**Account #:** A2268

**Oneida County Dept. Funding Recommendation:** n/a

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

**Cost per Client Served:** \$90.00 per day/per inmate (revenue)

**Oneida County Department/Office Staff Comments:** Revenue helps to offset expenses incurred by the correctional facility

Security: Oneida County Correctional Facility

## **AGREEMENT**

THIS AGREEMENT, made the first day of April 2013, by and between the County of Oneida, a municipal corporation of the State of New York, with offices at 6075 Judd Road, Oriskany, New York 13424, hereinafter called "ONEIDA", through the offices of the Oneida County Sheriff, hereinafter called "SHERIFF" and the County of Oswego a municipal corporation of the State of New York with offices at 39 Churchill Road, Oswego, New York- 13126 hereinafter called "CONTRACT COUNTY"

## **WITNESSETH**

WHEREAS, the Oneida County Sheriff's Office provides services at the Oneida County Correctional Facility, located at 6075 Judd Road, Oriskany, New York, 13424, County of Oneida; and

WHEREAS, said Sheriff's Office has the capability of providing services for the Sheriff's Departments of surrounding counties which may have overcrowded facilities; and

WHEREAS, such Sheriff's Office is located in Oneida County and the Contract County has the need from time to time to have prisoners housed at the Oneida County Correctional Facility due to overcrowded facilities; and

WHEREAS, the Oneida County Sheriff is able to provide security services at the Oneida County Correctional Facility; and

WHEREAS, the New York State Correction Law provides for the designation of substitute jails; and

WHEREAS, the parties hereto wish to confirm their understanding and make an agreement pursuant to Section 504 of the Correction Law for security at the Oneida County Correctional Facility, in Oriskany, New York for Contract County's inmates who are in need of housing due to overcrowding; and

WHEREAS, the parties acknowledge that Oneida County Correctional Facility will provide inmate security services as a substitute jail to Contract County's inmates upon available bed space at the Oneida County Correctional Facility.

NOW, THEREFORE, the parties hereto do agree as follows:

1. The Contract County shall call the Oneida County Sheriff's Office during the business day to confirm availability of bed space. Contract County shall give as much information as possible concerning the potential admission.
2. The Contract County agrees that in the event an inmate is transferred to the custody of the Oneida County Sheriff's Office, the Contract County will assume responsibility to:



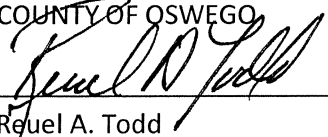
- a. Notify the Jail Administrator at the Oneida County Correctional Facility. Notify the inmate's attorney. Notify the inmate's family in the event that information on the family is available.
  - b. Provide the custody of the inmate until a body receipt is obtained from an Oneida County Sheriff's Correction Officer on duty at the Oneida County Correctional Facility.
  - c. Transport the inmate to and from any location outside Oneida County.
  - d. Transport the inmate from the Oneida County Correctional Facility back to the Contract County in the event that the inmate is discharged, released from custody by means of posting bail, being adjudicated or being dismissed of all criminal charges.
3. The Contract County agrees to pay to Oneida the sum of Ninety Dollars (\$90.00) per day, per inmate, for such security services as a substitute jail. This daily fee is considered to be all-inclusive for coverage of the expenses of the inmate's daily needs including food, shelter, clothing, programs and routine medical treatment (i.e. Physical exams, sick call, etc.). It does not cover the costs that are associated with medical services such as emergency rooms, ambulance, prescriptions and other specialty services.
4. Oneida County agrees to provide transportation for all inmates in need of medical care to and from local medical providers and hospitals. If an inmate committed to the Oneida County Correctional Facility is subsequently treated by a medical provider, or admitted to a hospital, the Contract County shall pay for all medical expenses incurred. Within 48 hours of admission, the Contract County shall either assume custody of their inmate at the hospital or arrange for transfer of the inmate/patient to a hospital in the Contract County. In the event that an inmate is admitted to a hospital as an inpatient, said fee of \$90.00 per day shall be waived and Oneida County shall charge the Contract County the actual costs of transporting and guarding the inmate for up to 48 hours.
5. Parties hereto agree the term of this Agreement shall be for three (3) years commencing on April 1, 2013 until March 31, 2016. Oneida County or the Contract County may cancel this agreement, with or without cause, by giving the other party a thirty (30) day written notice of its intent to terminate.
6. The Contract County's Sheriff further covenants and agrees to hold harmless and indemnify the Oneida County Sheriff from and against any and all costs, expenses, damages and claims that may arise from the performance of this agreement. This is including, but not limited to personal injury, death and property damages, including those which are occasioned by the conduct of

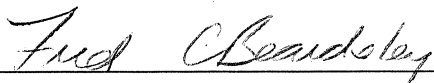
said transferred inmates, except that the Contract County Sheriff shall not be liable for any claims, costs, expenses and damages arising out of, or attributable to, negligence on the part of the Oneida County Sheriff or his/her Correction Officers, police officers and employees, except as set forth herein.

- 7. The Contract County's Sheriff agrees to reimburse the Oneida County Sheriff, or any claims paid to others by the Oneida County Sheriff, for personal injury, property damage and/or death provided that no such claim shall be paid by the Oneida County Sheriff without the prior written consent of the Sheriff of the Contract County.
- 8. Attached hereto and made a part hereof is an Addendum which contains standard language for all Contracts of Oneida County.

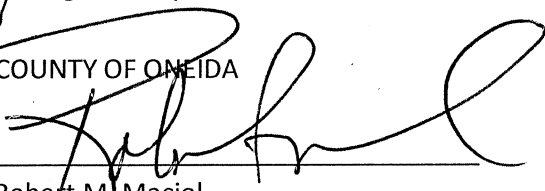
IN WITNESS WHEREOF, the parties have executed this agreement on the day and year written below.

COUNTY OF OSWEGO

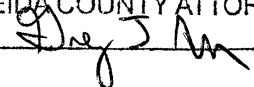
  
 \_\_\_\_\_  
 Reuel A. Todd  
 Oswego County Sheriff

  
 \_\_\_\_\_  
 Fred C. Beardsley  
 Oswego County Chairman of the Legislature

COUNTY OF ONEIDA

  
 \_\_\_\_\_  
 Robert M. Maciol  
 Oneida County Sheriff

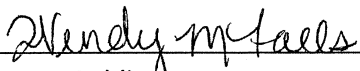
\_\_\_\_\_  
 Anthony J. Picente, Jr.  
 Oneida County Executive

Approved As To Form  
 ONEIDA COUNTY ATTORNEY  
 By 

STATE OF NEW YORK

COUNTY OF OSWEGO

On this 3<sup>rd</sup> day of April, 2013, before me, the subscriber, personally came Reuel A. Todd, to me known, who being by me duly sworn, did depose and say that he resides in Oswego County New York; that he is the SHERIFF of the Contract County, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that he signed his name hereto by virtue of such authority.

  
 \_\_\_\_\_  
 Notary Public

WENDY M. FALLS  
 Notary Public, State of New York  
 No. 01FA6219888  
 Qualified in Oswego County  
 Commission Expires April 5, 2014



STATE OF NEW YORK

COUNTY OF OSWEGO

On this 3<sup>rd</sup> day of April, 2013, before me, the subscriber, personally came **Fred C Beardsley**, to me known, who being by me duly sworn, did depose and say that he resides in Oswego County New York; that he is the CHAIRMAN OF THE LEGISLATURE of the Contract County, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that he signed his name hereto by virtue of such authority.

Wendy M Falls  
Notary Public  
WENDY M. FALLS  
Notary Public, State of New York  
No. 01FA6219888  
Qualified in Oswego County  
Commission Expires April 5, 2014

STATE OF NEW YORK

COUNTY OF ONEIDA

On this 9<sup>th</sup> day of April, 2013, before me, the subscriber, personally came **Robert M. Maciol**, to me known, who being by me duly sworn, did depose and say that he resides in Oneida County New York; that he is the SHERIFF of Oneida County, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that he signed his name hereto by virtue of such authority.

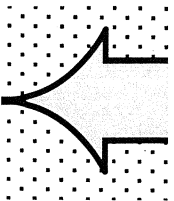
Susan M. Goding  
Notary Public  
SUSAN M. GODING  
Notary Public, State of New York  
Reg. #01GO6053603  
Qualified in Oneida County  
My Commission Expires Jan. 16, 2015

STATE OF NEW YORK

COUNTY OF ONEIDA

On this \_\_\_ day of \_\_\_\_\_, 2013, before me, the subscriber, personally came **Anthony J. Picente, Jr.**, to me known, who being by me duly sworn, did depose and say that he resides in Oneida County New York; that he is the County Executive of Oneida County, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that he signed his name hereto by virtue of such authority.

\_\_\_\_\_  
Notary Public



**ADDENDUM**

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

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

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

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

**1. Executor or Non-Appropriation Clause.**

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
      2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
    - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

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- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

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



6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

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

## **6. Worker's Compensation Benefits.**

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

## **7. Non-Discrimination Requirements.**

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

## **8. Wage and Hours Provisions.**

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

**9. Non-Collusive Bidding Certification.**

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

**10. Records.**

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

**11. Identifying Information and Privacy Notification.**

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

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

**12. Conflicting Terms.**

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

**13. Governing Law.**

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

**14. Prohibition on Purchase of Tropical Hardwoods.**

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

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

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

**18. Certification of compliance with the Iran Divestment Act.**

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

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

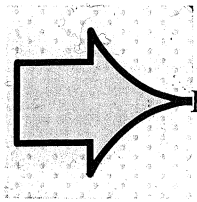
During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90

days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

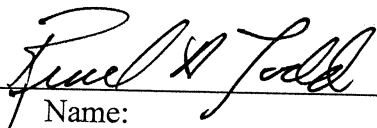
IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

**County of Oneida**

 By: \_\_\_\_\_

Oneida County Executive

**Contractor**

By:  \_\_\_\_\_

Name:

Approved as to Form only

\_\_\_\_\_

Oneida County Attorney

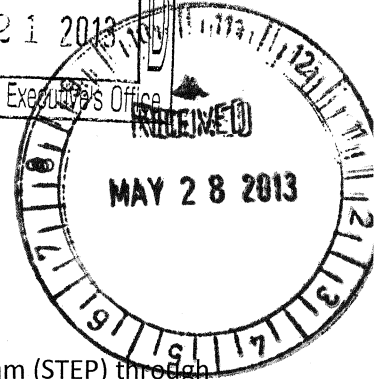
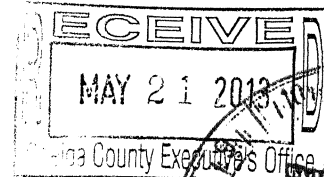


Sheriff Robert M. Maciol  
Undersheriff Robert Swenszkowski

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

May 17, 2013

FN 20 13-219



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

**PUBLIC SAFETY**

**WAYS & MEANS**

Dear County Executive Picente:

The Sheriff's Office is again participating in the statewide Selective Traffic Enforcement Program (STEP) through agreement with the Governor's Traffic Safety Committee. These traffic law enforcement projects target speeding and aggressive driving, which includes failure to yield right of way, following too closely, unsafe passing or lane changing, disregarding traffic control devices including red light and stop sign running. I am pleased to be involved in this program again. Please refer to the attached letter from the Department of Motor Vehicles.

I am requesting a Supplemental Appropriation to be approved by the Board of Legislators to pay for overtime costs incurred for Deputy Sheriff's that are assigned to these details. The request is as follows:

A3120.103	Patrol- Overtime	\$10,400.00
A3387	State Aid: Safety Traffic	\$10,400.00

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

Sincerely,

Robert M. Maciol  
Sheriff

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

Anthony J. Picente, Jr.  
County Executive

Date 5/21/13

cc: Tom Keeler, Budget Director





ANDREW M. CUOMO  
Governor

STATE OF NEW YORK  
GOVERNOR'S TRAFFIC SAFETY COMMITTEE  
DEPARTMENT OF MOTOR VEHICLES



BARBARA J. FIALA  
Chair

October 23, 2012

Sergeant Ronald Townsend  
Oneida County Sheriff's Office  
6065 Judd Road  
Oriskany, New York 13424

Re: BUNY-2013-Oneida Co SO -00190-(033)  
"BUCKLE UP NEW YORK!"  
EFFECTIVE DATE: October 1, 2012

Dear Sergeant Townsend:

On behalf of Governor Andrew M. Cuomo, I am pleased to notify you that Oneida County has been awarded \$1,600 to participate in the statewide "BUCKLE UP NEW YORK!" campaign. Our goal is to increase seat belt usage in an effort to reduce serious injury or death from traffic crashes. Please note all grants will be effective only upon final approval by the New York State Office of the State Comptroller. Please review your approved budget as it may have been changed from the requested amount.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested.

Thank you for participating in this very important statewide program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

Barbara J. Fiala  
Chair and  
Commissioner of Motor Vehicles

BJF:et  
Enclosure  
cc: Richard Antanavige  
Anthony Carvelli



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

May 20, 2013

EN 20 13 220

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

**PUBLIC SAFETY**

**WAYS & MEANS**

Honorable Members:

Every now and then the Oneida County is presented with legal bills for Indigent individuals who were granted an attorney to assist them in preparing their case to the State Court of Appeals. These cases do not fall under the guidelines of the typical Indigent Legal Services program, but are none the less the County's responsibility. Once concluded, the Court sets the approved attorney fee and orders the County to provide payment. These bills are very infrequent and are usually nominal. However, the County has been presented with two in the current budget making it necessary to do a transfer to cover the cost.

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

TO:

AA# A9151.495121 -Budget / Special Items – Indigent Legal Matters ..... \$9,000.

FROM:

AA# A1995.9 - Budget – Contingent – Insurance / Fuel..... \$9,000.

Respectfully submitted,

Anthony J. Picente, Jr.  
Oneida County Executive

AJP:tbk  
Attach.

CC: County Attorney  
Comptroller  
Budget Director

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



FN 20 13-221

May 24, 2013

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

GOVERNMENT OPERATIONS

**WAYS & MEANS**

Dear Mr. Picente:

Enclosed, please find three (3) original Extension Agreements signed by Jacqueline Edwards, Board President of NY Mills Union Free School, requesting an extension on the attached contract for school tax collection beginning with 2013/14 through 2018/19. Our office agrees with this request.

After your consideration, please forward this to the Board of Legislators for their approval.

Sincerely yours,

Anthony Carvelli  
Commissioner of Finance

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

  
Anthony Picente, Jr.  
County Executive

Date 6/6/13

cc: Lisa Stamboly, School Business Executive  
Gregory A. Amoroso, County Attorney

Oneida Co. Department: FINANCE

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

ONEIDA COUNTY BOARD  
OF LEGISLATORS

Name of Proposing Organization:

ONEIDA COUNTY FINANCE & NEW YORK MILLS SCHOOL DISTRICT

Title of Activity or Service:

New York Mills School Tax Collection for 2013/14 TAX YEAR

Proposed Dates of Operation:

TAX YEARS OF: 2013/14, 2014/15, 2015/16, 2016/17, 2017/18, and 2018/19.

Client Population/Number to be Served:

Summary Statements

- 1) Narrative Description of Proposed Services County assists school District of New York Mills in Collection of the 2013/14 School taxes.
- 2) Program/Service Objectives and Outcomes: DISTRICT shall pay to the County actual costs incurred for the printing and mailing of tax bills (including the costs of envelopes, supplies & postage)
- 3) Program Design and Staffing

Total Funding Requested: 0

REVENUE  
Account # T102.480

Oneida County Dept. Funding Recommendation: 0

Proposed Funding Sources (Federal \$/ State \$/County \$): 0

Cost Per Client Served: 0

Past Performance Data: County receives revenue that covers actual costs incurred for the printing & mailing of the tax bills (including the cost of envelopes, supplies, and postage.)

O.C. Department Staff Comments:

## TAX COLLECTION AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the **COUNTY OF ONEIDA**, 800 Park Avenue, Utica, New York, a municipal corporation, hereinafter referred to as the "**County**" and **THE NEW YORK MILLS SCHOOL DISTRICT**, 1 Marauder Blvd, New York Mills, NY 13417 hereinafter referred to as the "**District.**"

**WHEREAS** the District wishes to facilitate and centralize the collection of its taxes; and

**WHEREAS** the County has the necessary equipment, personnel and experience to assist the District in the collection of taxes in a timely and efficient manner;

**NOW THEREFORE** in consideration of mutual covenants and promises of the parties hereto, the County and the District agree as follows:

1. The County shall, for the District year commencing July 1, 2013, prepare the District tax bills and mail same to Oneida County, Town of New Hartford property owners of parcels situated within the District boundaries. The mailing of said tax bills shall occur prior to the first day of the collection period (September 3, 2013). The County will provide the District with a printed roll book at the beginning of the collection period. The District shall be responsible to cause notice of the receipt of the warrant and that said District taxes have been levied and are due. The cost(s) for advertising shall be borne by the District. The District shall provide to the County its tax rate for the tax year 2013-2014 in writing on or before August 15, 2013. The County shall allow partial payments in accordance with NYS Law and Oneida County Board of Legislators Resolution 96-237.

2. The County shall collect the District taxes levied on all Real Property in Oneida County, Town of New Hartford which are subject to the District's taxes and are within the District's boundaries. Such collection by the County shall be done and be subject to fees and penalties as follows:

- (a) The original tax levied shall be paid without penalty during the initial thirty days of the warrant (proposed September 3, thru October 1, 2013)
- (b) Payments made after October 2, shall be subject to the District penalty schedule: 3% on the original tax levied or remaining balance which penalty shall be the property of the County.
- (c) Any taxes collected by the County after November 1, 2013 shall be considered returned to the Oneida County Commissioner of Finance for collection pursuant to the laws of the State of New York.

- (d) Timely U.S. postmarks will determine collection dates (per NYS State Real Property Tax Law).

3. The County upon collecting said taxes thereon up to and including the last day, as set forth above, shall, credit such collections to a Trust account designated by the County for such purpose. Said Trust account shall be reconciled by the County.

4. All tax payments shall be made payable to the Oneida County Commissioner of Finance as collector for the District. All money collected under this agreement will be held in Trust by Oneida County for the NYM School District.

5. The County shall remit payments to the District in accordance with the following schedule:

- September 16, 2013
- September 23, 2013
- September 30, 2013
- October 7, 2013
- October 28, 2013
- November 7, 2013 (Final Payment)

If collections between October 7 and October 21, 2013 exceed \$60,000 an additional remittance to the District shall occur. On or about November 15, 2013, the County shall provide to the District a tax and report which shall contain the following information:

- (a) Parcel identification by tax map number and name
- (b) Amount of tax paid
- (c) Date payment received or
- (d) Tax unpaid
- (e) A full reconciliation of all monies received and disbursed

6. In consideration of the above, the District agrees that the County shall retain any penalty monies as described above. In addition the District shall pay to the County the actual costs incurred by the County for the printing and mailing of the tax bills (including the cost of envelopes, supplies and postage). Said payment will be deducted from the final remittance (described in item five (5) above) as necessary. The charges retained will be annotated and accompany the payment.

7. The County warrants and represents that the Commissioner of Finance is covered by a bond for performance of his duties and obligations in the amount of THREE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$325,000.00) and that said bond is in full force and effect.

8. The District hereby commits to designate the County as its collector for future school years 2014-15, 2015-16, 2016-17, 2017-18, and 2018-19.

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

**COUNTY OF ONEIDA**

By: \_\_\_\_\_

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

**NEW YORK MILLS, SCHOOL DISTRICT**

By: *Jacqueline Edwards*  
**President, NYM Board of Education**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**ONEIDA COUNTY ATTORNEY**

## ADDENDUM

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

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

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

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

**1. Executor or Non-Appropriation Clause.**

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

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

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



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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
      2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
    - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

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- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

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

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

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

**6. Worker's Compensation Benefits.**

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

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

**9. Non-Collusive Bidding Certification.**

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

**10. Records.**

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

**11. Identifying Information and Privacy Notification.**

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

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

**12. Conflicting Terms.**

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

**13. Governing Law.**

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



**14. Prohibition on Purchase of Tropical Hardwoods.**

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

## **17. Audit**

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

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

## **18. Certification of compliance with the Iran Divestment Act.**

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

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

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

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

**County of Oneida**

**Contractor**

By: \_\_\_\_\_

By: Jacqueline Edwards  
Name:

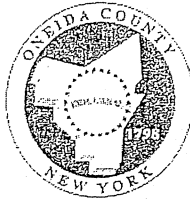
Oneida County Executive

Approved as to Form only

\_\_\_\_\_

Oneida County Attorney

Anthony J. Picente Jr.  
County Executive



Anne B. Hartman  
Director

# ONEIDA COUNTY DEPARTMENT OF CENTRAL SERVICES

Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
(315) 798-5905 ♦ Fax: (315) 797-3047 ♦ Email: hclpdesk@ocgov.net

May 22, 2013

FN 20 13 222 Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

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

GOVERNMENT OPERATIONS

**WAYS & MEANS**

Date 5/29/13



Subject: Contract Amendment Recommendation – Northland Communications MPLS

Dear Mr. Picente:

In the August 2010, Oneida County established a Master Contract with Northland Communications to provide Multi-Protocol Label Switching (MPLS) network connections to Oneida County facilities on West Dominick Street and Griffiss Airport in Rome. In July 2012, the Master Contract was modified to add MPLS service for Child Advocacy Center (CAC), 930 York Street and Women’s Infants and Children (WIC), 617 South Street, Utica. Then, in January 2013, we modified the contract once again to have MPLS installed at 120 Airline Drive and Union Station. Oneida County selected an MPLS solution because:

- It is a modern network solution that handles data efficiently
- It offers a guaranteed connection covered by a Service Level Agreement
- Northland monitors the MPLS connection 24x7 from their Network Operations Center (NOC) so that they can immediately and proactively respond should a connection fail
- It’s easy to use and simplifies maintenance – non-County Office Building (COB) users log on to the network, work and print as if they were physically located inside the COB; Network Administrators can more easily address network issues, perform backups and assist users remotely over an MPLS connection

At the time the MPLS Master Contract was put into place in 2010, it was agreed that incremental additions of MPLS sites would be evaluated at the time each new site was identified. I am writing this letter to recommend the addition of new MPLS network connections at:

- 6000 Airport Road, Oriskany – Public Works Department
- 185 Genesee Street, Utica – Health Department

6000 Airport Road is currently connected to the County Network by a Cisco Aironet Wireless device via the Sprint Microwave. The Sprint Microwave has worked well in the past but is aging and has gone down a couple of times recently disrupting network access from the Public Works facility at 6000 Airport Road. According to the manufacturer, our Sprint Microwave is now a “legacy” unit which means getting service and parts will become increasingly more difficult over time. In order to ensure Public Works can maintain adequate network access including email and internet communications, I recommend installation of MPLS at their facility located at 6000 Airport Road, Oriskany.

185 Genesee is currently connected to the County Network via a Cisco Aironet Wireless device. These Wireless devices work well most of the time but periodically go “down” causing internet

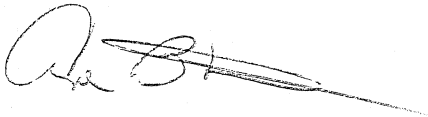
and email outages that would interrupt work for Health Department employees. If the wireless were to go down during an emergency, Health Department employees would be unable to work from their desks to respond to the emergency. An MPLS connection at 185 Genesee Street will enhance the odds that Health Department employees will have the email and internet access necessary to respond to a Public Health emergency should one present itself.

Given that Oneida County modified the Master contract with Northland in January 2013, Northland has offered to waive installation fees for 6000 Airport Road and 185 Genesee Street. Northland does not bill for MPLS service until it has been installed. Therefore, the term of the Master contract will end 32 months following the last installation at either 6000 Airport Road or 185 Genesee Street.

A 10M MPLS connection at 6000 Airport Road will be \$497.11 per month and a 10M connection at 185 Genesee Street will be \$397.11 per month. Cost is based on the distance from the facility scheduled for installation to Northland's headquarters at 317 Court Street, Utica. Because 6000 Airport Road is significantly further from 317 Court Street than 185 Genesee Street, the 6000 Airport Road installation will cost more. If Oneida County adds these MPLS connections as recommended, the cost will be \$28,615.04 for both which will raise the total value of the Master contract with Northland Communications to \$103,694.84. Funding for additional costs associated with upgrades at 6000 Airport Road and 185 Genesee Street will be charged to the Central Services 1610.492 account.

Our Northland Communications MPLS Network connections have been extremely reliable since we began the build-out in 2010. We have experienced numerous outages due to failures of Aironet Wireless devices and the Sprint Microwave has gone down several times this winter/spring. In contrast, to date, no outages have been experienced by Oneida County due to an MPLS failure. In order to provide reliable email and internet connections to County Departments located at both 6000 Airport Road and 185 Genesee Street, I respectfully request your approval of this contract modification with Northland Communications.

Respectfully submitted,



Anne B. Hartman  
Director, Central Services

Attachments:

1. 3 Copies of Northland Contract signed by Northland
2. 3 Copies of Oneida County Standard Clauses Addendum signed by Northland
3. Northland MPLS Service Level Agreement
4. Northland Contract dated January 2013

Oneida Co. Department: Central Services

Competing Proposal – No  
Only Respondent – N/A  
Sole Source RFP - N/A

**Oneida County Board of Legislators**

**Name of Proposing Organization:** Central Services Department

**Title of Activity or Service:** Northland Communications MPLS

**Proposed Dates of Operation:** From installation for 32 months

**Client Population/Number to be Served:** Users in DPW and Health Department

**Summary Statements:**

- 1. Narrative Description of Proposed Services:** MPLS network connections.
- 2. Program/Service Objectives and Outcomes:** Enhanced network connectivity with service level agreement.
- 3. Program Design and Staffing :** n/a

**Total Funding Requested:** Increase of \$28,615.04 for total contract value of \$103,694.84.

**Account #:** 1610

**Oneida County Dept. Funding Recommendation:** N/A

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

**Cost per Client Served:** Approximately \$286.00 per user for DPW and Health over 32 months.

**Past Performance Data:** MPLS connections have been exceptionally reliable since our first installation in 2010.

**O.C. Departmental Staff Comments:** Recommend contract based on excellent reliability for Oneida County users.



Northland Communications  
Dedicated Internet and MPLS Services  
Service Level Agreement (SLA)  
03/30/2010

Introduction

Northland's Service Level Agreement (SLA) specifies guaranteed minimum service levels measured as Service Availability, Network Latency, Packet Loss and Jitter. This SLA applies to Internet and MPLS services delivered over T1, Ethernet, fiber optic facilities and wireless only.

I. Service Availability Guarantee

Northland guarantees 100 percent Service Availability to customers with Dedicated Internet service or MPLS services managed by Northland,

Service Availability is defined as a customer's ability to exchange IP packets with Northland's network through network components provided or owned by Northland. Service availability is continuously monitored by logging any connectivity status changes on the customer's router. If there is no connectivity for 10 consecutive minutes, the service is considered to be in a "network outage" situation. If the outage is a result of a failure of any component on Northland's network or customer premise equipment supplied and managed by Northland, Northland may issue a credit (see credits below) based on the length of the outage. Service outages caused by planned maintenance, unauthorized modification of installed hardware, excessive bandwidth use caused by the customer, failure of telco circuits, power failures or failure of any customer premises equipment obtained from a source other than Northland are not covered by this Service Availability Guarantee and are not eligible for compensation. Situations where Northland cannot reach the technical contact and/or arrange access to customer premise for repair may also not be eligible for some or all credit. For Northland products that are not supported 24/7, credits may only apply for outages that occur during business hours.

For any outage that occurs during business hours; (Mon-Fri 8am – 6pm), Northland will provide 1 day of credit for each complete hour of the outage. During non business hours (nights, weekends and holidays), Northland will provide 1-day credit for any outage lasting more than 1 hour. A maximum of 15 days of credit may be provided during any single month. One day's credit is based on 1/30<sup>th</sup> of the monthly service charge.

II. Network Latency Guarantee

Network Latency refers to the amount of time (Round Trip Time) that it takes for an IP packet to traverse Northland's network backbone. Northland monitors latency at regular intervals and compiles the data into a monthly average. This measurement is guaranteed to meet the following standard:

Type of Connection	Metric
T1, Ethernet, Optical and licensed point to point wireless	45ms
NorthAir Wireless	80ms

Network Latency Credit: In the event that guaranteed network latency measurements are not met during any one calendar-month period, Northland will provide a credit equivalent to one (1) day of service charges (based on 1/30<sup>th</sup> of the monthly service charge).



### III. Packet Loss

"Packet Loss" is a measurement of the percentage of packets that are dropped on the Northland network backbone. Northland monitors packet loss at regular intervals and compiles the data into a monthly average. This measurement is guaranteed to meet the following standard:

Type of Connection	Metric
T1, Ethernet, Optical and licensed point to point wireless	.05%
NorthAir Wireless	1%

Packet Loss Credit: In the event that guaranteed packet loss measurements are not met during any one calendar-month period, Northland will provide a credit equivalent to one (1) day of service charges (based on 1/30<sup>th</sup> of the monthly service charge).

### IV. Jitter

"Jitter" is a measurement of packet delay variation between network nodes on the Northland network backbone. Northland monitors jitter at regular intervals using packet tests and compiles the data into a monthly average. This measurement is guaranteed to meet the following standard:

Type of Connection	Metric
T1, Ethernet, Optical and licensed point to point wireless	2ms
NorthAir Wireless	150ms

Jitter Credit: In the event that jitter loss measurement standards are not met during any one calendar-month period, Northland will provide a credit equivalent to one (1) day of service charges (based on 1/30<sup>th</sup> of the monthly service charge).





## Eligible Service Credits

Credits are based on Internet or MPLS bandwidth charges only and only apply to the specific circuit or affected service. This excludes credit for any other fees that might be charged to the customer. This includes, but is not limited to, set-up fees, local loop fees, muxing charges, and fees for additional services such as additional IP addresses, support charges, and other services.

## Service Credit Process:

### Filing Period

Claims for service availability must be submitted within 2 weeks of the event. Network Latency, Jitter and Packet Loss claims must be submitted within 30 days after the last day of the month when service levels are not met.

### Claim Process

Customer must submit the required information by electronic mail to: [sla-claims@northlandcom.com](mailto:sla-claims@northlandcom.com). Northland will acknowledge all claims within two business days and will review all claims within ten business days of receipt. Customer will be informed by electronic mail whether the appropriate service credit claim will be granted or rejected. If rejected, the notification will specify the basis for rejection.

### Required Information

The claim must include the following information:

- a. Organization name
- b. Administrative Contact's name and contact information
- c. Date and beginning/end time of outage or failed metric
- d. Brief description of the characteristics of the outage or failed metric.

### Credit Process

Approved Service Level Guarantee credits will be applied to the Customer's billing during the billing cycle following the claim approval.

### Policy Change

Northland reserves the right to change, amend, or revise this policy at any time.

The Northland Network does not include equipment located at Customer's premises whether or not provided by Northland, telephone circuits or networks between a POP and Customer's location, inactive POPs, or any networks, network equipment, or telephone circuits not owned or controlled by Northland.



1 Dupont Park Dr, 5<sup>th</sup> Floor, Syracuse, NY 13204  
 Phone: (315) 571-5200 Fax: (315) 571-0060

317 Court St, Utica, NY 13502  
 Phone: (315) 524-2000 Fax: (315) 524-0285

## NORTHLAND COMMUNICATIONS SERVICE AGREEMENT FOR ONEIDA COUNTY CENTRAL SERVICES

Effective May 9, 2013, Northland Communications and Oneida County Central Services will enter into the following agreement for the period of 32 months. Northland Communications will provide the following list of services at the location(s) listed below.

BTN: N/A

<p><b>VOICE/FACILITY SERVICE</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Units</th> <th style="text-align: left;">Service</th> <th style="text-align: right;">Rate</th> <th style="text-align: right;">Monthly</th> <th style="text-align: right;">Install Charge</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>50M Fiber Local Loop - 800 Park Ave., Utica, NY</td> <td style="text-align: right;">\$ 400.00</td> <td style="text-align: right;">\$ 400.00</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>1</td> <td>3M Local Loop - 300 W Dominick St., Rome, NY</td> <td style="text-align: right;">\$ 275.00</td> <td style="text-align: right;">\$ 275.00</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>1</td> <td>3M Local Loop - 301 W Dominick St., Rome, NY</td> <td style="text-align: right;">\$ 275.00</td> <td style="text-align: right;">\$ 275.00</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>1</td> <td>1M Local Loop - 617 South St., Utica NY</td> <td style="text-align: right;">\$ 199.00</td> <td style="text-align: right;">\$ 199.00</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>1</td> <td>1M Local Loop - 930 York St., Utica NY</td> <td style="text-align: right;">\$ 199.00</td> <td style="text-align: right;">\$ 199.00</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>1</td> <td>10M Local Loop - 120 Airline Dr., Oriskany, NY</td> <td style="text-align: right;">\$ 300.00</td> <td style="text-align: right;">\$ 300.00</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>1</td> <td>10M Local Loop - 321 Main St., Utica, NY</td> <td style="text-align: right;">\$ 200.00</td> <td style="text-align: right;">\$ 200.00</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>1</td> <td>10M Local Loop - 6000 Airport Rd., Oriskany, NY</td> <td style="text-align: right;">\$ 300.00</td> <td style="text-align: right;">\$ 300.00</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>1</td> <td>10M Local Loop - 185 Genesee St., Utica, NY</td> <td style="text-align: right;">\$ 200.00</td> <td style="text-align: right;">\$ 200.00</td> <td style="text-align: center;">N/A</td> </tr> </tbody> </table>	Units	Service	Rate	Monthly	Install Charge	1	50M Fiber Local Loop - 800 Park Ave., Utica, NY	\$ 400.00	\$ 400.00	N/A	1	3M Local Loop - 300 W Dominick St., Rome, NY	\$ 275.00	\$ 275.00	N/A	1	3M Local Loop - 301 W Dominick St., Rome, NY	\$ 275.00	\$ 275.00	N/A	1	1M Local Loop - 617 South St., Utica NY	\$ 199.00	\$ 199.00	N/A	1	1M Local Loop - 930 York St., Utica NY	\$ 199.00	\$ 199.00	N/A	1	10M Local Loop - 120 Airline Dr., Oriskany, NY	\$ 300.00	\$ 300.00	N/A	1	10M Local Loop - 321 Main St., Utica, NY	\$ 200.00	\$ 200.00	N/A	1	10M Local Loop - 6000 Airport Rd., Oriskany, NY	\$ 300.00	\$ 300.00	N/A	1	10M Local Loop - 185 Genesee St., Utica, NY	\$ 200.00	\$ 200.00	N/A	<p><b>ORDER INFORMATION</b></p> <p><input type="checkbox"/> <b>New Contract</b>      The terms for the services contained in this contract are effective at such time services are available for customer use.</p> <p><input checked="" type="checkbox"/> <b>Existing Contract (Addendum)</b>      Northland Communications will amend the existing agreement dated July 9, 2010. All terms and conditions of the original contracted dated July 9, 2010 will apply. Extend existing contract to December 31, 2015.</p> <p>Incorporate: Extend existing contract to:</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Schedule A Terms and Conditions</b></p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Internet Installation Process</b></p>
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<p><b>PRIVATE DATA NETWORK</b></p> <p>Northland provides tariffed and non-tariffed network facilities. In the event that tariffed facilities are used, the pricing is reflective of tariffed services purchased from another network provider on behalf of Oneida County, plus a monthly access coordination charge for services performed by Northland Communications. In the event of a tariff change by the other network provider, Northland Communications reserves the right to adjust this pricing in accordance with the tariffed rate change.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Service</th> <th style="text-align: right;">Monthly</th> <th style="text-align: right;">Install Charge</th> </tr> </thead> <tbody> <tr> <td>MPLS Data Network (50M Fiber) - 800 Park Ave, Utica, NY</td> <td style="text-align: right;">\$ 197.11</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>MPLS Data Network (3M) - 300 W Dominick St., Rome, NY</td> <td style="text-align: right;">\$ 112.11</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>MPLS Data Network (3M) - 301 W Dominick St., Rome, NY</td> <td style="text-align: right;">\$ 112.11</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>MPLS Data Network (3M) - Bldg 100 Griffiss Airfield, Rome, NY</td> <td style="text-align: right;">\$ 112.11</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>MPLS Data Network (1M) - 617 South St., Utica, NY</td> <td style="text-align: right;">\$ 88.11</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>MPLS Data Network (1M) - 930 York St., Utica, NY</td> <td style="text-align: right;">\$ 88.11</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>MPLS Data Network (10M) -120 Airline Drive, Oriskany, NY</td> <td style="text-align: right;">\$ 197.11</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>MPLS Data Network (10M) - 321 Main St., Utica, NY</td> <td style="text-align: right;">\$ 197.11</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>MPLS Data Network (10M) 6000 Airport Rd., Oriskany, NY</td> <td style="text-align: right;">\$ 197.11</td> <td style="text-align: right;">\$ 300.00</td> </tr> <tr> <td>MPLS Data Network (10M) 185 Genesee St., Utica, NY</td> <td style="text-align: right;">\$ 197.11</td> <td style="text-align: right;">\$ 300.00</td> </tr> </tbody> </table> <p style="text-align: center;">Install Waived <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	Service	Monthly	Install Charge	MPLS Data Network (50M Fiber) - 800 Park Ave, Utica, NY	\$ 197.11	N/A	MPLS Data Network (3M) - 300 W Dominick St., Rome, NY	\$ 112.11	N/A	MPLS Data Network (3M) - 301 W Dominick St., Rome, NY	\$ 112.11	N/A	MPLS Data Network (3M) - Bldg 100 Griffiss Airfield, Rome, NY	\$ 112.11	N/A	MPLS Data Network (1M) - 617 South St., Utica, NY	\$ 88.11	N/A	MPLS Data Network (1M) - 930 York St., Utica, NY	\$ 88.11	N/A	MPLS Data Network (10M) -120 Airline Drive, Oriskany, NY	\$ 197.11	N/A	MPLS Data Network (10M) - 321 Main St., Utica, NY	\$ 197.11	N/A	MPLS Data Network (10M) 6000 Airport Rd., Oriskany, NY	\$ 197.11	\$ 300.00	MPLS Data Network (10M) 185 Genesee St., Utica, NY	\$ 197.11	\$ 300.00	<p><b>CANCELLATION OF CIRCUITS</b></p> <p>Any private network circuits with Northland or any other provider, require a minimum 30 day written notification to cancel the circuits to the appropriate provider.</p> <p>Initials _____ Date _____</p> <p><b>ADDITIONAL INFORMATION</b></p> <p>Pricing is subject to change, without the bundled services of Northland which may include local usage, long distance, dedicated Internet, communications equipment and/or data services.</p> <p>Additional installation charges may apply for inside wiring beyond the Telco demarcation location.</p> <p>Taxes and surcharges are not included in the pricing.</p> <p>Initials _____ Date _____</p> <p><b>VENDOR INFORMATION</b></p> <p>All vendor related charges are the responsibility of the customer, if required.</p> <p>Initials _____ Date _____</p>																	
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<p><b>INTERNET</b></p> <p>Northland Communications will provide dedicated Internet access using IP routing.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Service</th> <th style="text-align: right;">Monthly</th> <th style="text-align: right;">Install Charge</th> </tr> </thead> <tbody> <tr> <td>10M Dedicated Internet - 800 Park Ave., Utica, NY</td> <td style="text-align: right;">\$ 325.00</td> <td style="text-align: center;">N/A</td> </tr> </tbody> </table> <p>Signature _____ Date _____</p>	Service	Monthly	Install Charge	10M Dedicated Internet - 800 Park Ave., Utica, NY	\$ 325.00	N/A	<p><b>CUSTOMER AGREEMENT</b></p> <p>I agree to the terms and conditions of this Service Agreement.</p> <p>Customer Name &amp; Title _____</p> <p>Signature _____ Date _____</p> <p>Northland Authorized Signature _____ Date <u>5/14/13</u></p>																																												
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**NORTHLAND COMMUNICATIONS  
STANDARD TERMS AND CONDITIONS**

The parties hereby mutually agree as follows:

**Incorporation of Tariffs:** The services provided pursuant to this Agreement are governed by tariffs filed with and approved by regulatory authorities having jurisdiction over such services, as they may be in effect from time to time, including the Federal Communications Commission and the New York State Public Service Commission. All rates, terms and conditions set forth in such tariffs, shall apply to and govern the provision of service under this Agreement and the relationship of the parties hereto, and such tariffs are specifically incorporated by reference into this Agreement.

**Financial Responsibility:** Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by Northland Communications (NC) within (30) days of the invoice date, NC may at any time thereafter discontinue service, and/or terminate this Agreement, and/or impose a late charge of one and one-half percent (1 ½%) per month of the balance due, or such lesser maximum charge as permitted by applicable law. NC may, in addition, apply any Customer deposit to the unpaid bill. Customer agrees to pay NC all NC's costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees.

**Terms and Conditions for Voice / Facility Services, Private/ Data Network & Internet Services:** Customer agrees to follow standard Acceptable Use Policy (AUP) Guidelines (<http://www.dreamscape.com/aup>).

**Termination Charges:** Should the customer choose to deactivate any service before the end of the contract term, the customer will incur one or both of the cost considerations outlined below:

1. An early termination penalty consisting of the total of any promotional discounts, credits, or waivers identified on page 1 of 2 on this document and additionally, any monthly charges for the remaining months and fraction thereof through the end of the contract term.
2. Upon termination of part of a bundle of services, which may include local usage, long distance, dedicated Internet, communications equipment and/or data services; any remaining service pricing is subject to change for the remainder of the specified term.

**Liability of NC:** The liability and obligation of the carrier to the Customer may be specifically controlled and limited by such tariffs, which provide that carrier shall have no liability of any nature in the absence of gross negligence or willful misconduct, and that, in any event, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability, tort, or otherwise, the Customer's exclusive remedy, and the total liability of carrier and/or any supplier of services to carrier, arising out of or in any way connected directly or indirectly, with this Agreement, for any cause whatsoever, including but not limited to any failure or disruption of service provided hereunder, shall be limited to payment by carrier in any amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omission, interruptions, delays, errors or defects in transmission occur. In no event shall carrier and/or any supplier of

services be liable to customer for any special, consequential or incidental damages.

**General Provisions:** Except for the incorporation of terms of tariffs from time to time on file with regulatory authority, there are no terms, conditions or obligations other than those contained herein. There are no written or verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. The carrier makes no warranties or representations express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein. No waiver of any breach of this Agreement will be implied or will be deemed a waiver of any future breach. This Agreement shall in all respects be governed by and construed in accordance with the law of the State of New York, including all matters of construction, performance and validity. Neither party may assign this Agreement, or any interest herein or part hereof, by operation of law or otherwise, without the express written consent of the other party which shall not be unreasonably withheld. In the event that any of the provisions of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement which shall be construed as if containing such provision and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertaking of the parties hereto. Introductory headings used in the Agreement are solely for the convenience of the parties and do limit the content of the respective paragraphs hereof.

**Network Equipment:** Provision of NC services to Customer may require the installation of channel banks/data equipment. Unless otherwise contracted in writing by both parties equipment will remain the property of NC. Upon termination of service, the said channel bank/data equipment will be returned to Northland Communications. Should equipment not be returned in working condition (reasonable wear and tear accepted) customer must pay replacement cost.

**Customer Proprietary Network Information (CPNI):** CPNI is any information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of a telecommunications carrier, and that is made available to the carrier by the customer solely by virtue of the carrier-customer relationship. CPNI also includes information contained in the bills pertaining to the telephone exchange service or telephone toll service received by a customer of a carrier. You have a right and Northland Communications has a duty, under Federal Law, to protect the confidentiality of CPNI.

We may use or share your CPNI information with our affiliates, agents, and contractors solely for the purpose of developing or bringing to your attention any products or services. You have the right to deny our use of your CPNI for these purposes, or to "opt-out". Denying approval for us to use your CPNI will not affect your services. Granting approval will enhance our ability to offer you new products and services tailored to your needs.

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**ADDENDUM**

THIS ADDENDUM, entered into on this 16<sup>th</sup> day of MAY 2013,  
between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor,  
vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as  
CONTRACTOR.

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

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

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

**1. Executor or Non-Appropriation Clause.**

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
      2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
    - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

800 PARK AVE UTICA NY 13501

---

185 GENESEE ST UTICA NY 13501

6000 AIRPORT RD ORISKANY NY 13424

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

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

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

When applicable to the services provided pursuant to the Contract:

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



6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

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

**6. Worker's Compensation Benefits.**

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

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

**9. Non-Collusive Bidding Certification.**

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

**10. Records.**

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

**11. Identifying Information and Privacy Notification.**

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

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

**12. Conflicting Terms.**

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

**13. Governing Law.**

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

**14. Prohibition on Purchase of Tropical Hardwoods.**

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

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

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

**18. Certification of compliance with the Iran Divestment Act.**

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

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

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

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

**County of Oneida**

**Contractor**

By: \_\_\_\_\_

By: Thomas A. Elko CFO

Oneida County Executive

Name:

Approved as to Form only

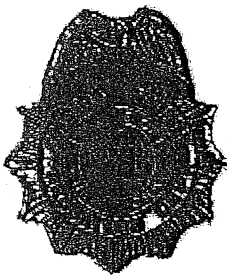
\_\_\_\_\_

Oneida County Attorney

Anthony J. Picente, Jr.  
County Executive



David Tomidy  
Director



# Oneida County Probation Department

321 Main Street, 2<sup>nd</sup> 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](mailto:probation@ocgov.net) · Web Site: [www.ocgov.net](http://www.ocgov.net)

Deputy Director  
Patrick Cady

### Supervisors

Thomas Brognano  
Mark F. Joseph  
Holly Matthews  
Paula Mrzlikar

May 21, 2013

FN 20 13 - 223

## PUBLIC SAFETY

### WAYS & MEANS

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue – 10<sup>th</sup> Floor  
Utica, New York 13501

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 6/11/13

Re: Rome Safe Schools/Healthy Students Project

Dear Mr. Picente:

Enclosed is an Agreement between the Probation Department and the Rome City School District wherein the school district reimburses the County for 50% of salaries, fringe benefits and travel expenses for two full-time Probation Officers.

These Officers provide Initial Response Team services and other supportive efforts in the school buildings. This successful partnership is designed to identify students with attendance and behavior problems, work with them and their families, and coordinate service delivery. In turn, many students are deferred from more formal PINS and JD services.

I strongly feel this mutually beneficial program is a cost effective, preventive, and well-received effort worthy of continuing. Please forward to the Board of Legislators for their approval.

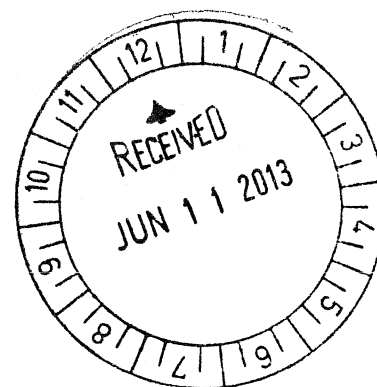
The Board and Your support of our programming continue to be most appreciated.

Very truly yours,

DAVID TOMIDY  
PROBATION DIRECTOR

DT:kas

Enclosures: Contract, Contract Summary Sheet, Tracking Sheet, and Budget





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:** Rome Safe Schools/Healthy Students Project

**Proposed Dates of Operation:** 7/1/2013 to 6/30/2014

**Client Population/Number to be served:**

**Summary Statements:**

**Narrative Description of Proposed Services:** The Oneida County Probation Department provides Initial Response Team (IRT) services to the Rome City School District. It is an early intervention strategy where students just starting to display attendance and behavior problems are involved in a process wherein the Probation Department works with students, parents, school authorities, and service providers to effect positive outcomes and improvement.

- 1) **Program/Service Objectives and Outcomes:** This program is designed to reach 200 students and adjust 80% of those problems without formal Court intervention. In 2012 we worked with 222 cases and diverted 83%.
- 2) **Program Design and Staffing:** Two full-time Probation Officers are employed full-time at Strough Junior High School, RFA, and Madison-Oneida Alternative Education buildings. They also work in selected elementary schools as needed.
- 3) **Total Funding Requested:**

Rome City School District	\$60,067.22
Oneida County	\$60,067.23

**Oneida County Department Funding Recommendation:** Salaries, Fringe Benefits, and Travel are included in our 2013 Budget and we receive further reimbursement from the Oneida County Youth Bureau and the NYS Office of Probation and Correctional Alternatives reducing the County share to \$50,495 in 2013.

**Cost Per Client Served:** In 2012 the cost per client served totaled \$588.00.

**Past Performance Data:** We have surpassed our goals of students referred to the program and deferred from Family Court for the past six years.

**O.C. Department Staff Comments:** The Probation Department recommends that this highly successful and collaborative project continue as it serves Public Safety interests in a cost effective manner and supports the efforts of the Rome City School District and parents to help students make positive changes.

# **Agreement between Oneida County through its Probation Department and Rome City School District**

**THIS AGREEMENT** by and between 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 PROBATION DEPARTMENT, with offices located at 321 Main Street, 2nd Floor, Utica, New York 13501, hereinafter referred to as "Probation Department", and ROME CITY SCHOOL DISTRICT, with its principal offices located at 409 Bell Road, Rome, New York 13440, hereinafter referred to as the "School District."

## **WITNESSETH**

**WHEREAS**, the Probation Department has the capability to provide school districts with Probation Officers for purposes of Initial Response Team ("IRT") services, which attempt to avoid formal Family Court involvement for students who have exhibit behavioral and attendance problems; and

**WHEREAS**, the School District seeks the Probation Department's IRT services to assist its students in the Rome Free Academy, Strough Middle School, and Madison-Oneida BOCES Alternative Education sites; and

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

**1. TERM:**

- a. This **AGREEMENT** shall be effective from July 1, 2013 until June 30, 2014, unless earlier terminated as provided hereafter.

**2. SCOPE OF SERVICES:**

- a. The Probation Department will provide the School District with Initial Response Team efforts and other support services, which shall include the following:
  - i. Evaluating matters for adjustment and supervising persons in lieu of a formal Persons in Need of Supervision ("PINS") petition and court action;
  - ii. Assist School District staff in identifying those students who are at risk of having formal PINS and Juvenile Delinquency ("JD") petitions filed against them in Family Court;
  - iii. Coordinating with School District staff to develop and implement an IRT intervention protocol specific to the needs of the School District and the specific school included within this Agreement;
  - iv. Facilitating referrals directly to the Probation Department for students who pose a high risk and/or are not able to be adjusted through the IRT process;
  - v. Assisting in the coordination and scheduling of IRT meetings;
  - vi. Monitoring adherence to all written agreements resulting from the IRT process, including the following:
    - A. Interpreting conditions of the IRT agreement;
    - B. Supervising students to determine whether such students comply with the conditions set forth in the IRT agreement and addressing any violations of the IRT agreement accordingly;
    - C. Counseling and assisting students, in the school setting, with problems relating to compliance;

- D. Monitoring students' behavior at home, in school, and in the community;
  - E. Preparing progress reports on persons under probation supervision;
  - F. Establishing and maintaining contacts with social service and law enforcement agencies and cooperating therewith in matters of mutual interest.
- vii. Other Support Services may include but are not limited to mentoring and monitoring students referred by the School District; monitoring school hallways before, after, and between classes; assisting with school safety and security; and other services that the School District would reasonably expect from a Probation Officer.

- d. The Probation Department will provide two (2) full-time Probation Officers, who will provide the above-described services at the Rome Free Academy, Strough Middle School, and Madison-Oneida BOCES Alternative Education sites.

**3. REIMBURSEMENT FOR SERVICES:**

- a. The School District will reimburse the County in the amount of \$60,067.22 for conducting IRT services described above. Salary, fringe benefits, and related travel shall be included in the \$60,067.22 amount.
- b. Reimbursement for IRT services shall be made by the Probation Department's submission of a voucher to the School District, according to the School District's regular policy for payment of its vendors.

**4. INDEPENDENT CONTRACTOR STATUS:**

- a. Both the County and the School District intend that the Probation Officers' status be that of independent contractors, and that nothing in this Agreement be construed to create an employer/employee relationship between the County and the School District.
- b. The Probation Officers assigned under this Agreement shall remain County employees for the purposes of salary, benefits, employee discipline, time off, sick days, and other terms and conditions of employment. Likewise, the Probation Officers shall not be considered employees of the School District for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits.
- c. The assignment of particular Probation Officers remains the sole discretion of the Probation Department. Probation Officers assigned under this Agreement are subject to being re-assigned and replaced based on the needs and policies of the Probation Department.

**5. TERMINATION:**

- a. This Agreement may be terminated upon thirty (30) days written notice of termination by either party.
- b. At such time as either party may elect to terminate this Agreement, the payments to the County shall be made as of and to the date of termination.

6. **INDEMNIFICATION:**

a. Each party agrees to indemnify the other against any claims, demands, actions, proceedings, damages, costs and expenses incurred as a consequence of its negligence in fulfilling its obligations and responsibilities under the terms of this Agreement. It is understood by the Probation Department that all information exchanged is considered confidential and will be used solely for the purposes outlined in this contract.

7. **NOTIFICATIONS:**

a. All notices required herein shall be served on or mailed to the parties at the addresses indicated above.

8. **AMENDMENT:**

a. This Agreement represents the entire understanding between the parties and the Agreement may not be amended or any of its provisions waived without the prior written consent of both the County and the School District.

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

ONEIDA COUNTY

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Anthony J. Picente, Jr.  
Oneida County Executive

PROBATION DEPARTMENT

DATE: 5/21/13

BY: David Tomidy

David Tomidy  
Director of Probation

ROME CITY SCHOOL DISTRICT

DATE: 6/4/13

BY: Jeffrey P. Simons

Print Name: Jeffrey P. Simons  
**Superintendent of Schools**

Title: \_\_\_\_\_

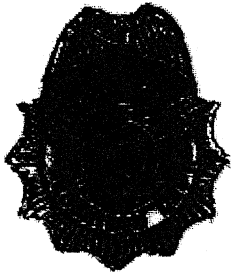
APPROVED AS TO FORM ONLY  
ONEIDA COUNTY ATTORNEY

BY Raymond Bara  
Raymond Bara  
Asst. Oneida County Attorney

Anthony J. Picente, Jr.  
County Executive



David Tomidy  
Director



## Oneida County Probation Department

321 Main Street, 2<sup>nd</sup> 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](mailto:probation@ocgov.net) · Web Site: [www.ocgov.net](http://www.ocgov.net)

Deputy Director  
Patrick Cady

### Supervisors

Thomas Brognano  
Mark F. Joseph  
Holly Matthews  
Paula Mrzlikar

2012 - 2013

### ROME/PROBATION SAFE SCHOOLS PROJECT

#### BUDGET

SALARIES (2) PROBATION OFFICERS:		\$78,893.05
FRINGE BENEFITS:		39,241.40
TRAVEL:		<u>2,000.00</u>
	TOTAL:	<u>\$120,134.45</u>
ROME SCHOOL DISTRICT SHARE:	50%	\$ 60,067.22
ONEIDA COUNTY SHARE:	50%	\$ 60,067.23

ANTHONY J. PICENTE, Jr., County Executive

JOHN R. KENT, Jr., Commissioner



*Boehlert Center*  
at UNION STATION

(315) 798-5710

FAX (315) 798-5852

planning@ocgov.net

## Oneida County Department of Planning

Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

June 7, 2013

FN 20 13 - 224

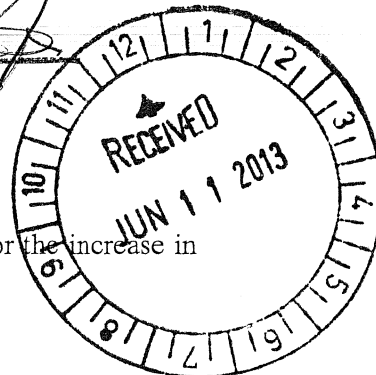
Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

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

**WAYS & MEANS**

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

Date 6/11/13



Re: Amendment to the Oneida County and NYSDOT Contract No. C003792 for the increase in cost for the purchase of three buses for Birnie Bus Tours

Dear County Executive Picente:

The Federal Transit Administration (FTA) provides funds for operating assistance and capital projects for public transportation systems providing scheduled mass transit services in the non-urbanized and rural areas of the country. The federal funds are distributed on a bi-annual basis through the Section 5311 Urbanized Areas Formula program which is administered by the New York State Department of Transportation (NYSDOT).

Oneida County and NYSDOT entered into a Rural Capital Agreement C003792 for the contract period 4/2/2008 to 4/1/2018. On March 30, 2011, Oneida County Resolution No. 86, F.N 2011-101 was adopted by the Board of Legislators authorizing the filing of the Section 5311 2011-2012 Consolidated Application with NYSDOT for the Rural and Non-Urbanized Transportation Service in Oneida County operated by Birnie Bus Tours (BBT).

BBT is requesting a change the original capital request, in Section 5311 2011-2012 Consolidated Application, of three (3) Type 4 Replacement Buses to (3) Type 6 Replacement Buses due to unforeseen configuration changes by the bus manufacture. This would be a request of an additional \$10,000 per bus for a total of \$30,000 from NYSDOT Section 5311 program. The FTA share would be 80% of the total costs of capital equipment, NYSDOT share is 10% and the remaining 10 % would be paid by the local public transit operator BBT. There are NO Oneida County funds involved in this amendment.

This change requires an Oneida County Board Resolution authorizing amending the original Contract C003792 with the attached Mass Transportation Capital Project Supplement Agreement #1 as necessary to complete the procurement of the three buses for BBT.

Therefore, I respectfully request that you recommend to the Oneida County Board of Legislators for its consideration and approval the resolution authorizing the Mass Transportation Capital Project Supplemental Grant Agreement #1 amendment. Included in this resolution is the authorization to approve and submit any additional amendments to Contract 003792.

In order to access the funds in a timely manner, we would appreciate the Board taking action on this matter at their July 10, 2013 meeting.

Dana Crisino and I would be pleased to discuss this matter with you and/or the Board at your convenience.

Sincerely,

*John R. Kent, Jr.*

John R. Kent, Jr.  
Commissioner

Department  
Planning

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

## Oneida County Board of Legislators Contract Summary

**Name of Proposing Organization:** NYS Department of Transportation

**Title of Activity or Service:** This agreement is between NYS Department of Transportation (NYSDOT) and Oneida County authorizing original Contract No. C003792 to be amended with the Mass Transportation Capital Project Supplemental Grant Agreement #1 for the total project cost increase of \$30,000 for three buses for Birnie Bus Tours.

**Proposed Dates of Operations:** Effective upon approval and signature of County Executive through April 1, 2018.

**Client Population/Number to be Served:** N/A

### SUMMARY STATEMENTS

#### **Narrative Description of Proposed Services-**

BBT is requesting a change the original capital request of three (3) Type 4 Replacement Buses to (3) Type 6 Replacement Buses due to unforeseen configuration changes by the bus manufacture. This would be a request of an additional \$10,000 per bus for a total of \$30,000 from NYSDOT Section 5311 program. The FTA share would be 80% of the total costs of capital equipment, NYSDOT share is 10% and the remaining 10 % would be paid by the local public transit operator BBT. Also be in compliance with NYS contract clauses, the inclusion of the NYS Iran Divestment Act is included in the Supplemental Agreement.

1) **Program/Service Objectives and Outcomes** N/A

2) **Program Design and Staffing Level** N/A

**Total Funding Requested:** None

**Oneida County Funding Recommendation:** N/A

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

**There are NO COUNTY FUNDS involved.**

A total project cost of \$360,000 with \$288,000 Federal funds, \$36,000 State funds, and \$36,000 from BBT as the local share.

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

**Past Performance Served:** N/A

**O.C. Department Staff Comments:** NYSDOT and Oneida County entered into a Rural Capital Agreement C003792 for the contract period 4/2/2008 to 4/1/2018. On March 30, 2011, Oneida County Resolution No. 86, F.N 2011-101 was adopted by the Board of Legislators authorizing the filing of the Section 5311 2011-2012 Consolidated Application with NYSDOT for the Rural and Non-Urbanized Transportation Service in Oneida County operated by BBT.



INTRODUCTORY  
NO.

F.N. 2013-

ONEIDA COUNTY BOARD OF LEGISLATORS

*RESOLUTION NO.*

*INTRODUCED BY:*

*2ND BY:*

**RE: AUTHORIZING ORIGINAL CONTRACT NO. C003792 BETWEEN ONEIDA COUNTY AND NYSDOT TO BE AMENDED WITH THE MASS TRANSPORTATION CAPITAL PROJECT SUPPLEMENTAL GRANT AGREEMENT #1 FOR THE TOTAL COST INCREASE OF \$30,000 FOR THREE BUSES FOR BIRNIE BUS TOURS**

**WHEREAS,** Oneida County and New York State Department of Transportation (NYSDOT) entered into a Rural Capital Agreement Contract C003792 for the Contract Period 4/2/2008 to 4/1/2018; and

**WHEREAS,** It is necessary to affirm the prior contract and to approve Appendix 2-S, New York State Iran Divestment Act, and

**WHEREAS,** In order to continue the funding for the Capital Project and due to unforeseen configuration changes by the bus manufacturer, Birnie Bus Tours is requesting to purchase three (3) Type 6 Replacement Buses instead of the three (3) Type 4 Replacement Buses originally requested with an additional cost \$10,000 per bus, for a total project cost of \$360,000 in the Section 5311 2011-12 Consolidated Application, and

**WHEREAS,** That Oneida County will continue to first instance the funds for the three (3) Type 6 Replacement Buses from the State awarded subcontractor Leonard Bus Sales, and

**WHEREAS,** Oneida County will retain title of the three buses, will request from Birnie Bus Tours the 10% Local Share, and that Oneida County will request reimbursement from NYSDOT for the balance of funding, in such that NO Oneida County funds are involved.

**THEREFORE, BE IT RESOLVED,** That the original Oneida County and NYSDOT Contract No. C003792 is hereby amended with Mass Transportation Capital Project Supplemental Grant Agreement #1 to reflect the additional increase shown in attached Schedule A and the addition of Appendix 2-S, New York State Iran Divestment Act, and be it further

**RESOLVED,** The County Executive is authorized to approve and submit any and all additional supplemental grant agreements, related revisions and documents in connection with the original Rural Capital Agreement Contract C003792.

APPROVED: Economic Development & Tourism Committee ( )  
Ways & Means Committee ( )

DATED:

Adopted by the following vote:

AYES \_\_\_ NAYS \_\_\_

**MASS TRANSPORTATION CAPITAL PROJECT  
SUPPLEMENTAL GRANT AGREEMENT #1**

COMPTROLLER'S CONTRACT NO. C003792  
Contract Period 5 / 5 / 2008 to 5 / 4 / 2018

THIS IS A SUPPLEMENTAL GRANT AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the State of New York, acting by and through the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, New York 12232 and Oneida County (the **Grantee**), with offices at Oneida County Board of Representatives, 800 Park Avenue, Utica, New York 13501, for **capital** project(s) to support the public transportation system, as more fully described in Schedule(s) A hereof (the "Project"). The amount of NYSDOT's grant pursuant to this Agreement shall be limited to Project Eligible Costs actually incurred, in no event to exceed the original \$241,913 funds plus supplemental \$297,000 funds (the "Grant").

**Comment [m1]:** Please leave blank.  
This will be the date the agreement is  
locally executed.

**WITNESSETH:**

**WHEREAS**, State Finance Law §89-c establishes the Dedicated Mass Transportation Trust Fund ("DMTTF") to be administered by NYSDOT, with moneys appropriated thereto to be utilized for the reconstruction, replacement, purchase, modernization, improvement, reconditioning, preservation and maintenance of mass transit facilities, vehicles and rolling stock; and

**WHEREAS**, pursuant to appropriation or re-appropriation to the DMTTF, the State Legislature authorized certain funding programs for the costs of mass transportation capital projects and facilities undertaken by municipalities and mass transit systems; and

**WHEREAS**, **Grantee's** Project qualifies for funding pursuant to such appropriations and re-appropriations, the programmatic criteria and guidelines therefore, and has been approved by the Commissioner of Transportation for funding in a program of mass transportation capital projects as more specifically described in Schedule(s) A annexed to or supplementing this Agreement,

*Check if State-administered Federal Aid applicable.:*

WHEREAS, pursuant to Highway Law §80(1) NYSDOT may, in accordance with State appropriations therefore, use federal aid for the purchase of buses or any other passenger equipment, the construction of exclusive or preferential bus passenger loading areas and facilities (including shelters) and for any mass transit purpose as is allowed by federal law respecting such funds; and

WHEREAS, the State has appropriated or reappropriated federal aid monies for the Project(s)

*Check if Rebuild and Renew New York Transportation Bond Act of 2005 is applicable :*

WHEREAS, Article 22 of the Transportation Law authorizes the NYSDOT Commissioner to implement the Rebuild and Renew New York Transportation Bond Act of 2005 which funds the Transit Clean Fuel Vehicle Initiative; and

WHEREAS, pursuant to appropriation or reappropriation from the Rebuild and Renew New York Transportation Bond Act of 2005, the legislature authorized certain funding programs for the costs of mass transportation capital projects and facilities undertaken by municipalities and mass transit systems; and

WHEREAS, the Sponsor attests that the Project has a useful service life of 10 years;

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the parties hereto agree as follows: Schedule A of the aforementioned Mass Transportation Capital Project Grant Agreement is hereby amended to include, in addition:

- the funding and those projects contained in Schedule "A" attached to and made part of this supplemental Grant Agreement; and
- Appendix 2-S – Iran Divestment Act attached to and made part of this supplemental Grant Agreement.

Except as amended herein the Mass Transit Capital Project Grant Agreement, Contract No. C003792 between the parties hereto shall remain in full force and effect.

**APPENDIX 2-S  
IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

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

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

IN WITNESS WHEREOF, NYSDOT has caused this Agreement to be signed by its authorized representative and the Grantee has caused this Instrument to be signed by its duly authorized officer, to be effective on the date first written above.

NYS DEPARTMENT OF TRANSPORTATION

GRANTEE

BY: \_\_\_\_\_  
for the Commissioner of Transportation

BY \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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.

Contract Number: \_\_\_\_\_

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.

\_\_\_\_\_  
NOTARY PUBLIC

APPROVED:

By: \_\_\_\_\_  
For the Comptroller pursuant  
to Section 112, State Finance Law

By: \_\_\_\_\_  
Attorney General

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**PROJECT AGREEMENT  
SCHEDULE A Dated**

PROJECT DESCRIPTION, FUNDING AND DEVELOPMENT SCHEDULE

Contractor/Grantee:  
**Oneida County**

Comptroller's Contract #: **C003792** Contract period: **5/5/2008 to 5/4/2018**  
 AGREEMENT PURPOSE:  Main Agreement  Supplemental Schedule 1  Administrative Correction

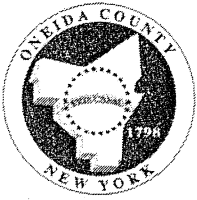
GENERAL PROJECT DESCRIPTION  
Section 5311 Capital - 2008

PROJECT LOCATION/JURISDICTION or SERVICE AREA

**Oneida County**

PTN	Project	Award ID:	Rev:	Estimated Project Cost	Federal Share	Admin/ Direct	%	*State Share %	Local Share %	Source State Approp	Project End Date	Useful Life
2792.07.306	2011-12 Purchase 30' Buses and related equipment	NY-18-X031-00	2	\$360,000	\$288,000	Admin	80	\$36,000	10	Omnibus	12/2014	7 years
Agreement Total:				\$360,000	\$288,000			\$36,000				

\* With NYSDOT concurrence, the state shares may be interchanged among FNS within the Schedule and total State share  
 5/10/2013 D:\Enterprise\tracking\_Fc.mdb



ONEIDA COUNTY BOARD OF ELECTIONS

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

Anthony J. Picente Jr.  
County Executive

RUSSELL STEWART  
Democratic Commissioner  
(315) 798-5761

ROSE M. GRIMALDI  
Republican Commissioner  
(315) 798-5763

June 6, 2013

FN 20 13 - 225

GOVERNMENT OPERATIONS

Hon. Anthony J. Picente, Jr.

**WAYS & MEANS**

Oneida County Executive

Oneida County Office Building

800 Park Avenue

Utica, New York 13501

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

*[Signature]*  
Anthony J. Picente, Jr.  
County Executive

Date 6/11/13

Dear County Executive:

We have been notified by the New York State Board of Elections that they have accepted our proposed amendment with regard to the spending of the "SHOEBOX GRANT" in the sum of \$145,569.99. Our amendment included purchasing a new EMS System which will serve as a back-up to our current system. The system will also be utilized to tally unofficial results for all elections.

In order to start the process and purchase the system, it is necessary to amend the current Oneida County Board of Elections budget.

**THERE WILL BE NO ADDITIONAL COST TO THE COUNTY REQUIRED IN SUPPORT OF THIS REQUEST. ALSO, IT IS ESSENTIAL THAT THIS SUPPLEMENTAL APPROPRIATION BE BROUGHT BEFORE THE ONEIDA COUNTY BOARD OF LEGISLATORS FOR THE JULY 10, 2013 MEETING.**

We, therefore, request your Board's approval for the following 2013 supplemental appropriation:

TO:

AA#A1450.212 - Board of Elections – Computer Hardware.....	\$ 2,500
AA#A1450.492 – Board of Elections – Computer Software.....	75,000
AA#A1450.495 – Board of Elections – Other Expenses.....	<u>67,500</u>

TOTAL \$ 145,000



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

RA#A4089.1 – Federal Aid – Shoe Box Funds

\$145,000

Respectfully yours,

Handwritten signatures of Russell Stewart and Rose Marie Grimaldi. Russell Stewart's signature is on the left, and Rose Marie Grimaldi's signature is on the right.

Russell Stewart

Rose Marie Grimaldi

Democratic Commissioner

Republican Commissioner

Oneida County Board of Elections

Oneida County Board of Elections

rmg