# ONEIDA COUNTY BOARD OF LEGISLATORS

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

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Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

## COMMUNICATIONS WITH DOCUMENTATION
November 12, 2014

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

| FILE NO. | COMMITTEE | PAGES |
|---|---|---|
| 2014-345 | Read & Filed | |
| 2014-346 | Read & Filed | |
| 2014-347 | Economic Development & Tourism, Ways & Means | |
| 2014-348 | Government Operations, Ways & Means | |
| 2014-349 | Government Operations, Ways & Means | |
| 2014-350 | Ways & Means | |
| 2014-351 | Public Works, Ways & Means | |
| 2014-352 | Public Works, Ways & Means | |
| 2014-353 | Public Safety, Ways & Means | |
| 2014-354 | Public Safety, Ways & Means | |
| 2014-355 | Public Safety, Ways & Means | |
| 2014-356 | Public Safety, Ways & Means | |
| 2014-357 | Public Safety, Ways & Means | |
| 2014-358 | Public Safety, Ways & Means | |
| 2014-359 | Public Safety, Ways & Means | |
| 2014-360 | Health & Human Services | |
| 2014-361 | Health & Human Services | |
| 2014-362 | Health & Human Services | |
| 2014-363 | Health & Human Services | |
| 2014-364 | Health & Human Services | |
| 2014-365 | Health & Human Services | |
| 2014-366 | Health & Human Services | |
| 2014-367 | Health & Human Services | |
| 2014-368 | Health & Human Services | |
| 2014-369 | Health & Human Services | |
| 2014-370 | Public Safety, Ways & Means | |

**AVAILABLE ON WEBSITE ONLY**
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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

October 9, 2014

FN 20 14 - 345

READ & FILED

Mr. Mikale Billard
Clerk of the Board of Legislators
Oneida County
800 Park Avenue
Utica, New York 13501

Dear Mike:

Pursuant with Section 5 of the County's written investment policy, please find a list of the current depositories for Oneida County:

First Niagara
Bank of Utica
National Bank & Trust
J.P. Morgan Chase
State Bank of Chittenango
Adirondack Bank

If you have any questions, please call.

Sincerely,

Anthony Carvelli
Commissioner of Finance

AC/bad

The Authority
ONEIDA-HERKIMER SOLID WASTE AUTHORITY

1600 Genesee Street, Utica, New York 13502
T 315.733.1224 | F 315.733.2305
ohswa.org

Preserving the environment through integrated recovery and disposal.

October 29, 2014

FN 20 14-346

READ & FILED

Mr. Mikale Billard
Clerk
Oneida County Board of Legislators
800 Park Ave.
Utica, NY 13501

Dear Mr. Billard:

I am pleased to submit the proposed 2015 budget for the Oneida-Herkimer Solid Waste Authority, pursuant to Article IX, Section 9.2 of the Authority Bylaws and the Public Authorities Accountability Act of 2005. Highlights of the Authority's proposed budget and rates for 2015 include:

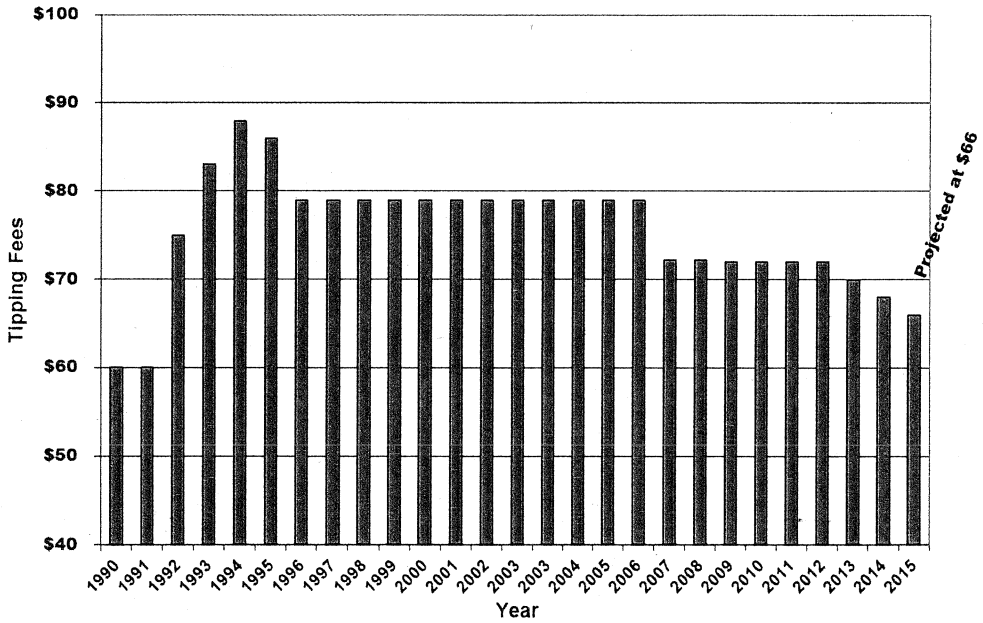
- Solid waste/sludge tipping fees have been reduced for the 3rd consecutive year.
- **Solid Waste Tipping fees reduced for 2015:**

| | 2014 Rates | Proposed 2015 Rates |
|---|---|---|
| **Municipal Solid Waste (MSW)** | **$68.00/ton** | **$66.00/ton** |
| **Sludge** | **$68.00/ton** | **$66.00/ton** |

**All other rates remain the same.**

- The proposed 2015 tipping fees remain lower than tipping fees in 1992.

**Oneida-Herkimer Solid Waste Authority**
**Historical MSW Tipping Fees 1990 - 2015**




**BOARD OF DIRECTORS**

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Kenneth A. Long, *Vice Chairman*
Harry A. Hertline, *Treasurer*
Vincent J. Bono
Alicia Dicks
James M. D'Onofrio
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Barbara Freeman
Robert J. Roberts, III
James M. Williams
William A. Rabbia, *Executive Director*
Jodi M. Tuttle, *Authority Board Secretary*

- Oneida-Herkimer recyclables will be accepted at no charge for the 24th consecutive year.

- The Authority receives no funding from the Counties. 2015 will mark the 27th consecutive year of a financially self-sufficient and stable operation.

- The proposed budget includes continued revenue from the landfill gas to energy facility at the Regional Landfill and out of County recyclables' processing fees.

- 2015 will mark the 4th year of operation of the Authority's single stream Recycling Center in Utica. The single stream program has increased participation, reduced waste and recovered more material for sale to markets. **Marketed recyclables have increased by 10%. It has also allowed for more efficient collection of recyclables by municipalities and haulers, which means stabilized or lower collection costs. Recent bids by the City of Utica and Village of Ilion have seen over a 6% reduction in collection expenses.**

- In 2015, landfill reserve accounts (established in 2006) will be continued to insure there will not need to be additional future borrowing for the Landfill. These reserves cover future cell expansion, equipment replacement, cell capping/closure, and post-closure monitoring.

- The Authority manages the waste and recyclables collection systems for the City of Utica and the Villages of Ilion, Frankfort, Mohawk, Herkimer and Dolgeville. The Authority currently maintains a separate accounting system for each municipality.

An overview of the proposed 2015 budget is being presented at the November 17, 2014 Board meeting. A public hearing and action by the Board is anticipated for the December 15, 2014 meeting.

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

Sincerely,

William A. Rabbia
Executive Director

Enclosure

cc: Authority Board

MOHAWK VALLEY EDGE

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

September 23, 2014

FN 20 14-347

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

ECONOMIC DEVELOPMENT & TOURISM
WAYS & MEANS

RECEIVED
SEP 25 2014
Oneida County Executive's Office

RE: Agreement between County of Oneida and Mohawk Valley EDGE (Oneida County Business Park Gateway Signage Project)

Dear Tony:

Enclosed herewith are three (3) duplicate originals of a proposed Agreement between the County of Oneida and Mohawk Valley EDGE (Oneida County Business Park Gateway Signage Project) for consideration by the Oneida County Board of Legislators.

The proposed agreement calls for Mohawk Valley EDGE to provide services whereby it undertakes, arranges for and oversees the design, fabrication and installation of updated "gateway signs" at the entrance(s) to the Oneida County Business Park located adjacent to the former Oneida County Airport in Oriskany, New York for a service fee of $100,000.00.

As you know, the Oneida County Business Park currently is home to over 18 businesses with approximately 3,000 employees and serves as a focal point for possible additional industrial/commercial development and expansion within Oneida County. Mohawk Valley EDGE anticipates that the updated gateway signs will enhance the visibility of the Oneida County Business Park and otherwise facilitate its continued growth.

Mohawk Valley EDGE looks forward to working with you and the leadership on the County Board in connection with this project. Please do not hesitate to contact me if you have any further questions.

Sincerely,

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION

By: _____
Steven J. DiMeo
President

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

Anthony J. Picente, Jr.
County Executive

Date 9/29/14

RECEIVED
OCT 22 2014

CC: Ronald A. Cuccaro, EDGE Board Chair
Peter Rayhill, County Attorney
Joseph Saunders, EDGE Counsel
Shawna Papale, Sr. Vice President EDGE

**Oneida Co. Department:** County Attorney

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

## Oneida County Contract Summary

**Name of Proposing Organization:** Mohawk Valley EDGE

**Title of Activity or Service:** Oneida County Business Park Gateway Signage Project

**Proposed Dates of Operation:** 8/1/14-9/30/15

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

Summary Statements

**1) Narrative Description of Proposed Services:** Design, fabrication & installation of updated "gateway signs" at the entrances to the OC Business Park located adjacent to the former OC Airport in Oriskany, NY.

**2) Program/Service Objectives and Outcomes:**

**3) Program Design and Staffing:**

**Total Funding Requested:** $100,000.00 **Account #:** A6414.495

**Oneida County Dept. Funding Recommendation:** $100,000.00

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

**Cost Per Client Served:** ---

**Past Performance Data:** ---

**O.C. Department Staff Comments:**

# AGREEMENT

**THIS AGREEMENT** (this "Agreement"), dated as of _____, 2014, is by and between

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

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

## WITNESSETH:

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

**WHEREAS**, EDGE, acting in furtherance of the aforesaid objects and purposes, has developed and continues to develop the Oneida County Business Park (the "Business Park") located adjacent to the former Oneida County Airport, Oriskany, New York; and

**WHEREAS**, the Business Park currently is home to over 18 businesses with approximately 3,000 employees and also serves as a focal point for possible additional industrial/commercial development and expansion within the County; and

**WHEREAS**, in order to facilitate the stabilization and continued development of the Business Park and thereby retain population, attract new resident, increase the number of jobs and improve the standard of living for the residents of Oneida County, the "gateway signs" located at the entrance(s) thereof need to been refined and/or otherwise updated; and

**WHEREAS,** EDGE is willing to undertake, arrange for and oversee the design and fabrication of such refined and/or updated "gateway signs", and the installation thereof, at the entrance(s) to the Business Park (the "Project"), and to provide such other services as may be necessary or desirable in connection with said Project; and

**WHEREAS**, the Oneida County Board of Legislators (the "Board of Legislators"), by Resolution No. ___ of 2014 (the "Resolution"), has authorized the expenditure of certain monies to pay for services to be rendered by EDGE to the County pursuant to this Agreement.

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

1. The term of this Agreement shall be for one (1) year beginning on August 1, 2014 and ending September 30, 2015. The County reserves the right to terminate this Agreement upon thirty (30) days written notice to EDGE in the event that EDGE shall fail to perform any

of its obligations set forth herein, and such failure shall not have been rectified by EDGE within said thirty (30) day period.

2. Pursuant to this Agreement, EDGE shall act as an independent contractor providing the services hereinafter described to the County, in return for which EDGE shall receive payment from the County as hereinafter described. The parties acknowledge that EDGE, as an independent contractor, shall have control over the means and methods used to implement the Project. However, EDGE recognizes the strong interest and role of the County Executive and the Board of Legislators in the making of policy with regard to matters which are the subject of this Agreement, and shall consult with the County Executive and the Board of Legislators in the formulation of such policy.

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

4. EDGE shall provide, on request, reports on its activities under this Agreement to the County Executive, members of the Board of Legislators, or any duly appointed committee thereof, excepting from such reports information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a prospective company. At least once each quarter, EDGE shall report to the County Executive on any companies that have received financial assistance through EDGE pursuant to this Agreement, if any. Specifically, EDGE shall report on the total employment among these companies and whether these companies are in compliance with applicable job creation and job retention requirements, if any, EDGE shall also report to the County Executive on other major changes in business activities in the Business Park of which EDGE is aware, excepting from such reports information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a prospective company.

5. Pursuant to this Agreement, EDGE shall, as part of its duties to publicize the advantages of Oneida County and the Mohawk Valley Region at the Business Park:

   **5.1** Publicize the advantages of Oneida County and the Mohawk Valley Region as a desirable area for companies to locate and expand, particularly at the Business Park, by arranging for the design and fabrication, of refined and/or updated "gateway signs", and the installation thereof, at the entrance(s) to the Business Park and, through the aforesaid activities, work to attract and encourage one or more companies to remain and/or expand, or locate at the Business Park and thus facilitate the continued success of the Business Park as well as the general economic growth and development of Oneida County.

5.2 Report, in writing, excepting from such reports information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a prospective company, to County and affected local government officials at the earliest possible instance (after EDGE acquires actual knowledge thereof) of any potential development in their respective communities.

5.3 Provide prompt attention to, and follow-up on, leads relating to the Business Park and maintain a record of all leads, contacts and follow-up efforts with prospective companies and, upon request, provide County officials, except for confidential information on clients or leads, reports on potential development.

5.4 Maintain implementation of a communications program that conveys information to the general public on the Business Park and all related activities.

6. For the services actually provided by EDGE to the County pursuant to the terms of this Agreement, the County agrees to pay EDGE the sum of **One Hundred Thousand and 00/100ths Dollars ($100,000.00)**.

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

7. EDGE shall file an annual report and budget of its expenditures and receipts pursuant to this Agreement with the Clerk to the Board of Legislators.

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

COUNTY OF ONEIDA:

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

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION:

By:_____ Date: 9/24/2014
Ronald A. Cuccaro
Chairperson

# EXHIBIT A

EDGE Procurement Policies

# EDGE PROCUREMENT POLICIES

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

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

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

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

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

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

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

1. Definitions.

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

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

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

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

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

"EDGE" shall mean Economic Development Growth Enterprises Corporation.

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

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

2. Purchases of Commodities and/or Services.

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

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

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

3. Construction and/or Renovation Projects.

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

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

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

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

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

4. Other Procurement Provisions.

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

# EXHIBIT B

## Addendum

# ADDENDUM

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

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

_____

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

c. The Contractor shall:

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

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

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

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

5. Non-Assignment Clause.

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

6. Worker's Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

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

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

11. Identifying Information and Privacy Notification.

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

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

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

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

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

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

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

County of Oneida

By:_____

Oneida County Executive

Approved as to Form only

_____

Oneida County Attorney

Contractor

By:_____

Name:

# *Oneida County Department of Weights and Measures*


6000 Airport Road
Oriskany, New York 13424
Phone: (315) 793-6246
Fax: (315) 768-6299
jmeyer@ocgov.net

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

JOHN E. MEYER, JR.
DIRECTOR


October 13, 2014

FN 20 14-348

GOVERNMENT OPERATIONS

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

WAYS & MEANS

Dear County Executive Picente,

Attached is a Renewal Agreement with the NYS Department of Agriculture and Markets for the reimbursement of the costs to Oneida County for participating in the New York State Petroleum Quality Program. This project conducts inspections, does screening tests and tests sample fuel stored at Retail Fuel Outlets.

This Agreement runs from April 1, 2014 through March 31, 2019. The total contract amount for the 5 years is $57,575.00 with the yearly reimbursement being $11, 515.00 which was recognized in the 2014 Budget as revenue.

If you concur with this request, please forward to the Government Operations and Ways and Means Committee for approval with presentation to the full Board at their earliest convenience.

Thank you in advance for your consideration.

Sincerely,

John E. Meyer, Jr.
Director

JEM/mp
Enclosure(s)

RECEIVED
NOV 05 2014

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

Anthony J. Picente, Jr.
County Executive

Date 11-5-14

Oneida County Department: Weights & Measures

Agreement with NYS Department of Agriculture & Market

# Oneida County Board of Legislators
# Contract Summary

Name of Proposing Organization: Department of Weights & Measures

Title of Activity or Service: Agreement for Reimbursement of funds

Client Population/Number to be Served: Retail Fuel Outlets in Oneida County

Summary Statements:
1) Narrative Description: Proposed Agreement with the NYS Department of Agriculture & Market for the reimbursement of the costs to Oneida County for participating in the NYS Petroleum Quality Program.

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

3) Program Design and Staffing Level: N/A

Total Funding Requested: None

Total Revenue: $11,575 - yearly $57,575 – five year total
Account#A2652

Oneida County Department Funding Recommendation:

Proposed Funding Source: Federal _____ State x County _____

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments. Renewal Agreement with the NYS Department of Agriculture and Markets for the reimbursement of the costs to Oneida County for participating in the New York State Petroleum Quality Program. This project conducts inspections, does screening tests and tests sample fuel stored at Retail Fuel Outlets

# AGREEMENT

| | |
|---|---|
| New York State<br>Department of Agriculture and Markets<br>10B Airline Drive<br>Albany, NY 12235-0001<br>Agency Code 06000<br><br>PETROLEUM PRODUCT QUALITY PROGRAM<br><br>Contract Authority: Agriculture & Markets Law § 179(19) | Contract Number: C011524<br>Contract Amount: $57,575<br>Contract Period: 4/1/2014 to 3/31/2019<br>Municipal Code: 3001 0000 0000<br>Vendor I.D.: 1000002595 |

Contractor Name/Project Sponsor: Oneida County

Street: County Office Building 800 Park Avenue City: Utica State: NY Zip: 13501

Billing Address (if different from above):

Street: City: State: Zip:

Title/Description of Project: Conduct Inspections, Screening Tests and Sample Fuel Stored at Retail Fuel Outlets

| THIS AGREEMENT INCLUDES THE FOLLOWING: | CONTRACTOR STATUS |
|---|---|
| ☒ This Coversheet<br>☒ Appendix A (Standard Clauses for all New York State Contracts)<br>☒ Appendix B (Project Budget)<br>☒ Appendix C (Scope of Work)<br>☐ Appendix D (The Department's General Conditions)<br>☒ Appendix E (The Department's Special Conditions)<br>☒ Appendix F (Reimbursement Agreement)<br>☐ Other ( ) | ☐ Not-For-Profit<br>☐ Charity / Registration Number:<br>☐ Sectarian Entity<br>☐ Municipality / Municipal Code: |

**The Contractor and the Department agree to be bound by the terms and conditions contained in this Agreement**

| CONTRACTOR | NYS DEPARTMENT OF AGRICULTURE & MARKETS |
|---|---|
| Signature of Contractor's Authorized Representative:<br><br>Date:<br><br>Typed or Printed Name of Above Representative:<br><br>Title of Authorized Representative:<br><br>STATE OF NEW YORK<br>COUNTY OF:<br>Notary Public: On this day before me personally appeared _____, to me known, and known to me to be the same person who executed the above instrument and duly acknowledged the execution of the same. | Signature of Authorized Official:<br><br>Date:<br><br>Typed or Printed Name of Above Official:<br><br>Title of Authorized Official<br><br>State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract. |
| Attorney General: | Approved: Thomas P. DiNapoli, Comptroller<br>By:<br>Date: |

## WORKERS' COMPENSATION REQUIREMENTS UNDER WORKERS' COMPENSATION LAW §57

New York State Workers' Compensation law (WCL) requires that all vendors applying for permits, licenses, or contracts with the State of New York have appropriate workers' compensation and disability benefits insurance coverage. This requirement applies to both original issuances and renewals.

**ACORD** insurance forms are **NOT** acceptable proof of New York State workers' compensation or disability benefits insurance coverage. To comply with the coverage provisions of the WCL, vendors must provide the Department with one of the following forms:

### WORKERS' COMPENSATION COVERAGE

A) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; **OR**

B) C-105.2 – Certificate of Workers' Compensation Insurance dated 9/07(vendors' insurance carrier will send this form to the Department upon vendor request, and the State Insurance Fund provides its own version of this form, the U-26.3) **OR**

C) SI-12 – Certificate of Workers' Compensation Self-Insurance (vendor can call the Board's Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 -- Certificate of Participation in Worker's Compensation Group Self-Insurance (vendors' Group Self-Insurance Administrator should send this form to the Department upon vendors' request).

### DISABILITY BENEFITS REQUIREMENTS UNDER WORKERS' COMPENSATION LAW

A) CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; **OR**

B) DB-120.1 – Certificate of Disability Benefits Insurance (vendors' insurance carrier will send this form to the Department upon vendors' request); **OR**

C) DB-155 – Certificate of Disability Benefits Self-Insurance (vendor can call the Board's Self-Insurance Office at 518-402-0247).

---

Please make sure that the following address appears in Box 2 on forms C-105.2, DB-120.1 and GSI-105.2:

NYS Dept. of Agriculture and Markets
10B Airline Drive
Albany, NY 12235

**Please direct questions to the New York State Workers' Compensation Board at (518)486-6307 or use their toll free number (877)-632-4996.**
**Website: www.wcb.ny.gov**

# APPENDIX A

# STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

January 2014

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## STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor

understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section

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

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

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

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

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

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

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

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

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

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

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

law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

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

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

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

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

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

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

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

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of

the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

# APPENDIX B

# BUDGET

Reimbursement pursuant to 1 NYCRR § 224.16 shall be made for:

1) Employee wages, based on the employer's hourly rate including fringe benefits, for the time required to perform the following services:
    a) Collection and transport of petroleum product samples
    b) Screening petroleum products
    c) Preparation and submission of reports
    d) Investigations necessary to affirm that a violation has occurred

2) Administrative costs, not to exceed 15 percent of program costs

3) Transportation costs including tolls and mileage

4) Purchase price of petroleum samples collected and submitted for test

5) Other costs,* as justified. Prior written approval is required for equipment purchases.

| | |
|---|---|
| Year 1 | $11,515 |
| Year 2 | $11,515 |
| Year 3 | $11,515 |
| Year 4 | $11,515 |
| Year 5 | $11,515 |
| Total | $57,575 |

*Other costs include sampling equipment (e.g., safety), sample storage, data storage (e.g., computer), and training, not to exceed $1,156 of the total above.

# APPENDIX C
# SCOPE OF WORK
# PETROLEUM PRODUCT QUALITY PROGRAM

## BACKGROUND AND PURPOSE

New York's Petroleum Product Quality Program is administered and enforced concurrently by the New York State Department of Agriculture and Markets and municipal (county and city) weights and measures officials. The program ensures that petroleum products in New York meet specified quality standards and guards against the sale of inferior petroleum products.

## STATEMENT OF WORK

Pursuant to Agriculture and Markets Law Section 179, and as directed by the New York State Department of Agriculture and Markets, the **Contractor** shall conduct inspections, perform screening tests, and sample petroleum products in transport or held, kept or stored in a storage tank located at a retail fuel outlet as directed by the Commissioner.

# APPENDIX E

# SPECIAL CONDITIONS FOR AGREEMENTS NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS

## DIESEL EMISSION REDUCTION ACT

Pursuant to §19-0323 of the N.Y. Environmental Conservation Law ("the Law") it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra-low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by December 31, 2012. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and 6 NYCRR Parts 248 and 249.

## PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

### I. General Provisions

A. The Department of Agriculture and Markets ("**Department**") is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State agreements as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

The **Contractor** to the subject agreement (the "**Contractor**" and the "Agreement," respectively) agrees, in addition to any other nondiscrimination provision of the Agreement and at no additional cost to the **Department**, to fully comply and cooperate with the **Department** in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and agreement opportunities for certified minority and women-owned business enterprises ("MWBEs"). The **Contractor's** demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

B. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Agreement, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Agreement.

## II. Agreement Goals

A. For purposes of this procurement, the **Department** hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).

B. For purposes of providing meaningful participation by MWBEs on the Agreement and achieving the Agreement Goals established in Section II-A hereof, the **Contractor** should reference the directory of New York State Certified MWBEs found at the following internet address: http://www.esd.ny.gov/mwbe.html.

Additionally, the **Contractor** is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Agreement.

C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, the **Contractor** must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Agreement. In accordance with §316-a of Article 15-A and 5 NYCRR §142.13, the **Contractor** acknowledges that if the **Contractor** is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Agreement, such a finding constitutes a breach of the Agreement and the **Contractor** shall be liable to the **Department** for liquidated or other appropriate damages, as set forth herein.

Equal Employment Opportunity (EEO)

A. The **Contractor** agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. The **Contractor** shall comply with the following provisions of Article 15-A:

1. The **Contractor** and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination and rates of pay or other forms of compensation.
2. The **Contractor** shall submit an EEO policy statement to the **Department** within seventy-two (72) hours after the date of the notice by the **Department** to award the Agreement to the **Contractor**.
3. If the **Contractor** or subcontractor does not have an existing EEO policy statement, the **Department** may provide the **Contractor** or subcontractor a model statement (see Form MWBE/EEO1 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:

a. The **Contractor** will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
b. The **Contractor** shall state in all solicitations or advertisements for employees that, in the performance of the Agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
c. The **Contractor** shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the **Contractor's** obligations herein.
d. The **Contractor** will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Agreement.

C. Form MWBE/EEO2 – Staffing Plan

To ensure compliance with this Section, the **Contractor** shall submit a Staffing Plan to document the composition of the proposed workforce to be utilized in the performance of the Agreement by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The **Contractors** shall complete the Staffing Plan Form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Agreement.

D. Form MWBE/EEO3 – Workforce Employment Utilization Report ("Workforce Report")

1. Once an agreement has been awarded and during the term of the Agreement, the **Contractor** is responsible for updating and providing notice to the **Department** of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Agreement to report the actual workforce utilized in the performance of the Agreement by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

2. Separate forms shall be completed by the **Contractor** and any subcontractor performing work on the Agreement.

3. In limited instances, the **Contractor** may not be able to separate out the workforce utilized in the performance of the Agreement from the **Contractor's** and/or the subcontractor's total workforce. When a separation can be made, the **Contractor** shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Agreement. When the workforce to be utilized on the Agreement cannot be separated out from the **Contractor's** and/or the subcontractor's total workforce, the **Contractor** shall submit the Workforce Report and indicate that the information provided is the **Contractor's** total workforce during the subject time frame, not limited to work specifically under the Agreement.

E. The **Contractor** shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions, the **Contractor** and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

## III. MWBE Utilization Plan

A. The **Contractor** represents and warrants that the **Contractor** has submitted an MWBE Utilization Plan (MWBE/EEO4) either prior to, or at the time of, the execution of the Agreement.

B. The **Contractor** agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Agreement pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

C. The **Contractor** further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Agreement. Upon the occurrence of such a material breach, the **Department** shall be entitled to any remedy provided herein, including but not limited to, a finding of the **Contractor** non-responsiveness.

## IV. Waivers

A. For Waiver Requests the **Contractor** should use Form MWBE/EEO5 – Waiver Request.

B. If the **Contractor**, after making "good faith efforts," is unable to comply with MWBE goals, the **Contractor** may submit a Request for Waiver Form documenting "good faith efforts" by the **Contractor** to meet such goals. If the documentation included with the waiver request is complete, the **Department** shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

C. If the **Department**, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the **Contractor** is failing or refusing to comply with the Agreement goals and no waiver has been issued in regards to such non-compliance, the **Department** may issue a notice of deficiency to the **Contractor**. The **Contractor** must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Agreement Goals.

## V. Quarterly MWBE Contractor Compliance Report

The **Contractor** is required to submit a Quarterly MWBE Contractor Compliance Report (Form MWBE/EEO6) to the **Department** by the 10th day following each end of quarter over the term of the Agreement documenting the progress made towards achievement of the MWBE goals of the Agreement.

## VI. Liquidated Damages – MWBE Participation

A. Where the **Department** determines that the **Contractor** is not in compliance with the requirements of the Agreement and the **Contractor** refuses to comply with such requirements, or if the **Contractor** is found to have willfully and intentionally failed to comply with the MWBE participation goals, the **Contractor** shall be obligated to pay to the **Department** liquidated damages.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the **Contractor** achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Agreement.

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the **Department**, the **Contractor** shall pay such liquidated damages to the **Department** within sixty (60) days after they are assessed by the **Department** unless prior to the expiration of such sixtieth day, the **Contractor** has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of §313 of the Executive Law in which event the liquidated damages shall be payable if the Director renders a decision in favor of the **Department**.

**Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Agreement, leading to the withholding of funds, suspension or termination of the Agreement or such other actions or enforcement proceedings as allowed by the Agreement.**

The forms referenced above can be found at: http://www.agriculture.ny.gov/MWBE.html

# APPENDIX F
# REIMBURSEMENT AGREEMENT
# PETROLEUM PRODUCT QUALITY PROGRAM

## TERM OF AGREEMENT

This Agreement shall begin on April 1, 2014 and end on March 31, 2019. Upon mutual agreement by the Department and the Contractor this Agreement may be extended for an additional five-year term beginning on April 1, 2019 and ending on March 31, 2024, subject to the approval of the Attorney General and Comptroller of the State of New York.

## PAYMENT

The **Department** shall reimburse the **Contractor** quarterly for actual costs and expenses incurred in performing the work under this Agreement. Reimbursement shall be provided and payment made in accordance with section 224.16 of Title One of the Official Compilation of Codes, Rules and Regulations of the State of New York.

## TERMINATION

The **Department** may terminate this Agreement for cause upon giving one (1) days written notice. Upon termination, the **Contractor** shall immediately cease work and prepare a statement of costs, expenses and non-cancelable commitments incurred as of the date of such termination.

The **Contractor's** failure to perform in accordance with the terms of this Agreement due to circumstances reasonably beyond the **Contractor's** control should not constitute cause for termination pursuant to this provision. In the event of such failure to perform, the **Department** may, at its option, either grant the **Contractor** a specified period in which to correct its performance, or terminate this Agreement in accordance with this paragraph.

STATE OF NEW YORK WORKERS'
COMPENSATION BOARD

# CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION COUNTY SELF-INSURANCE PLAN

| | |
|---|---|
| 1a. Legal name and address of participant in County Self-Insurance Plan<br><br>County of Oneida<br>800 Park Ave.<br>Utica, NY 13501<br><br>1b. Effective date of membership in the Plan _5/16/1956____. | 1c. Telephone number of participant<br>(315)793-6246<br><br>1d. NYS Unemployment Insurance Employer Registration Number of participant<br><br>1e. Federal Employer Identification Number of participant<br>15-6000460 |
| 2. Name and Address of the Entity Requesting Proof of coverage<br><br>New York State Department of Agriculture and Markets<br>Division of Fiscal management<br>10B Airline Drive<br>Albany, NY 12235 | 3. Name and address of County Self-Insurer<br><br>Oneida County Self-Insurance Plan<br>800 Park Avenue<br>Utica, New York 13501 |

This certifies that the participant referenced above is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the County Self-Insurance Plan listed above and participation in such County Self-Insurance Plan is still in force. The County Self-Insurer's Administrator will send this Certificate of Participation to the certificate holder listed in box 2.

If the membership of the participant listed in box 1a is terminated, the County Self-Insurer's Administrator will notify the certificate holder within 10 days of termination. (These notices may be sent by regular mail.) Otherwise, this certificate is valid for a maximum of one year from the date certified by the county self-insurer.

*If this certificate is no longer valid according to the above guidelines and the participant referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the participant must provide the certificate holder either with a new certificate or other authorized proof the participant is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.*

The County Self-Insurer must file this certificate with the Workers' Compensation Board's Self-Insurance Office. (See reverse.)

**Under penalty of perjury, I certify that I am an authorized representative of the County Self-Insurer referenced above and that the participant has the coverage as depicted on this form.**

Certified by: Michael L. Lally
(Print name of authorized representative of County Self-Insurer)

Certified by: Michael L Lally 10/14/14
(Signature) (Date)

Title: Director of the Oneida County Self-Insurance Plan

Telephone Number: 315-798-5688

SI-105.2P (1-13)

# WORKERS' COMPENSATION LAW

**Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

**Please Note:** This certificate is valid for a maximum of one year from the date this form is approved by the authorized representative of the County Self-Insurance Plan. After that date, if the participant continues to be named on a permit, license or contract issued by the above government entity, the participant must provide that government entity with a new certificate. The participant must also provide a new certificate upon notice of cancellation or change in status of such participation in the County Self-Insurance Plan.

<u>The County Self-Insurer must file a copy of this certificate with the Workers' Compensation Board Self-Insurance Office at the address listed below.</u>

Workers' Compensation Board
Self-Insurance Office-3rd Floor
328 State Street
Schenectady, NY 12305

# Certificate of Attestation of Exemption
## From New York State Workers' Compensation and/or Disability Benefits Insurance Coverage

***This form cannot be used to waive the workers' compensation rights or obligations of any party.***

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

**Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.**

| In the Application of (Legal Entity Name and Address): | Business Applying For: Contract with Government Agency |
|---|---|
| COUNTY OF ONEIDA<br>DBA: ONEIDA COUNTY WEIGHTS & MEASURES<br>800 PARK AVENUE<br>UTICA, NY 13502<br>PHONE: 315-798-5800 FEIN: XXXXX0460 | From: NYS DEPARTMENT OF AGRICULTURE & MARKETS |

**Workers' Compensation Exemption Statement:**

The applicant is NOT applying for a workers' compensation certificate of attestation of exemption and will show a separate certificate of NYS workers' compensation insurance coverage.

**Disability Benefits Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason:

The applicant is a political subdivision that is legally exempt from providing statutory disability benefits coverage.

I, JOHN E. MEYER, am the DIRECTOR with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

| SIGN HERE | Signature: | Date: |
|---|---|---|

Exemption Certificate Number
**2014-069150**

Received
**October 14, 2014**
NYS Workers' Compensation Board

CE-200 12/2008

# 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

**PETER M. RAYHILL**
COUNTY ATTORNEY


October 23, 2014

FN 20 14-349

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

Anthony J. Picente, Jr.
County Executive
Date 10/24/14

GOVERNMENT OPERATIONS

WAYS & MEANS

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

Dear County Executive:

The Attorney's in the County Law Department have been working diligently to clear up all the old open law suits against Oneida County. This has resulted in more settlement payments in this budget year then have been in the past. Fortunately, the majority of the settlements have been small but the increased volume in the settlements has caused a budget shortfall.

I therefore request your Board's approval for the following **2014** fund transfer:

TO:
AA# A1930.420 - Law Department – Judgments and Claims - ..... $110,000.

FROM:
AA# A1998.1992 - Budget – Special Items - Contingent ..... $ 110,000.

Respectfully submitted,

Peter M. Rayhill
County Attorney

Attach.
CC: Comptroller
Budget

RECEIVED
OCT 24 2014

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

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

# *Oneida County Department of Public Works*

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

RECEIVED
OCT 31 2014
Oneida County Executive's Office

October 27, 2014

FN 20 14-350

PUBLIC WORKS

WAYS & MEANS

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

Dear County Executive Picente,

There is unanticipated revenue from D4305, Federal Aid – F.E.M.A. that will allow this department to continue getting the trucks ready for the upcoming snow season and have a working budget for parts needed for repair work do to large repairs that have depleted the available funding in M5130.451 Automotive Supplies; therefore, there is a need to increase Rent/Lease Equipment accounts D5110.413 which will allow for an increase in M2822 account allowing for another supplemental appropriation request going into our automotive supplies.

I respectfully request the following **2014** supplemental appropriations be considered:

| | | |
|---|---|---|
| **D5110.413** | **Rent/Lease Equipment** | **$95,000.00** |

Supported by unanticipated revenue in:

| | | |
|---|---|---|
| **D4305** | **Federal Aid - FEMA** | **$95,000.00** |

If you concur, please forward to the Public Works and Ways and Means Committee with presentation to the Board of Legislators for approval at their regularly scheduled meeting.

Sincerely,

Dennis S. Davis
Commissioner

DSD/mp

cc: Joseph Timpano, Comptroller
Thomas Keeler, Budget Director
Anthony Carvelli, Finance Director

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

Anthony J. Picente, Jr.
County Executive

Date 10-31-14

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

RECEIVED
OCT 31 2014
Oneida County Executive's Office

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

# *Oneida County Department of Public Works*

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

October 27, 2014

FN 20 14-351

PUBLIC WORKS

WAYS & MEANS

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

Dear County Executive Picente,

There is a need for additional funds in M5130.451 (Automotive Supplies) that will allow this department to continue getting the trucks ready for the upcoming snow season and have a working budget for parts needed for repair work, buy carbide blades and have available funds to fix trucks as the snow season begins due to large repairs that have depleted the available funding in M5130.451 Automotive Supplies.

I respectfully request the following **2014** supplemental appropriations be considered:

| | | |
|---|---|---|
| **M5130.451** | **Automotive Supplies** | **$95,000.00** |

Supported by unanticipated revenue in:

| | | |
|---|---|---|
| **M2822** | **Rental Equipment to County Road Fund** | **$95,000.00** |

If you concur, please forward to the Public Works and Ways and Means Committee with presentation to the Board of Legislators for approval at their regularly scheduled meeting.

Sincerely,

Dennis S. Davis
Commissioner

DSD/mp

cc: Joseph Timpano, Comptroller
Thomas Keeler, Budget Director
Anthony Carvelli, Finance Director

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

Anthony J. Picente, Jr.
County Executive

Date 10-31-14

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

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

# *Oneida County Department of Public Works*

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

## MEMORANDUM

TO: Dennis S. Davis
Commissioner

FROM: Brian N. Scala
Deputy Commissioner
Highways, Bridges & Structures

RE: 2014 M Fund Supplemental Appropriation Request

DATE: October 22, 2014

There is a need for additional funds in Automotive Supplies (M5130.451). Through mid-October large repairs have spent the available supplies budget. Normally at this time in the year we have $95,000 left to finish getting the trucks ready for winter, buy Carbide blades and to have the funds available to fix trucks as the snow season begins.

Therefore, I request the following **2014** Supplemental Appropriation:

**Into: M5130.451 Automotive Supplies** **$95,000.00**

Supported by unanticipated revenue in:

**M2822 Rental Equipment to County Road Fund** **$ 95,000.00**

BNS

# 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

FN 20 14 - 352

PUBLIC WORKS

WAYS & MEANS

October 21, 2014

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

Dear County Executive Picente,

On April 9, 2013 Oneida County executed an agreement with New York State Department of Transportation (NYSDOT) for State Aid and Federal Aid for resurfacing the railroad grade crossing at Old State Road (CR 82) in the Town of Remsen. Work will include installation of concrete grade crossing panels, highway profile improvements, and limited paving.

Original cost estimates for the Preliminary Engineering (PE) phase were $30,000.00. Please note that this estimate was prepared before the project scope was finalized. Therefore, the original Federal Aid/Marchiselli Aid Project Agreement authorized a total expenditure of $30,000.00 for the PE phase with a maximum reimbursement of $24,000.00 (80%). Upon completion of initial project scoping it was determined that the actual cost for the PE phase will be $69,000.00.

Enclosed is Supplemental Agreement No. 1 to the aforementioned Federal Aid/Marchiselli Aid Project Agreement. When the agreement is fully executed, Oneida County can be reimbursed up to $55,200.00 (80%) in federal funds for PE phase services. Oneida County's contribution will be $13,800.00.

The total project cost estimate is currently $225,000.00. An additional supplemental project agreement will executed upon completion of preliminary engineering and Oneida County would be reimbursed up to $180,000.00 (80%) of the total project cost.

If acceptable, please forward the enclosed Supplemental Agreement No. 1 to the Oneida County Board of Legislators for consideration.

If approved by the Oneida County Board of Legislators please return four (4) original agreements and two (2) original signature pages.

Thank for your support.

Sincerely,

Dennis S. Davis
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 10/28/14

cc: Mark E. Laramie, PE, Deputy Commissioner

**Oneida Co. Department:** Public Works

**Competing Proposal** _____
**Only Respondent** _____
**Sole Source RFP** _____

# ONEIDA COUNTY BOARD OF LEGISLATORS

**Name of Proposing Organization:** New York State Department of Transportation
207 Genesee Street
Utica, NY 13501

**Title of Activity or Service:** Grant

**Proposed Dates of Operation:** Grant Received by 12/31/14

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

**Summary Statements**

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

On April 9, 2013 Oneida County executed an agreement with New York State Department of Transportation (NYSDOT) for State Aid and Federal Aid for resurfacing the railroad grade crossing at Old State Road (CR 82) in the Town of Remsen. Work will include installation of concrete grade crossing panels, highway profile improvements, and limited paving.

Original cost estimates for the Preliminary Engineering (PE) phase were $30,000.00. Please note that this estimate was prepared before the project scope was finalized. Therefore, the original Federal Aid/Marchiselli Aid Project Agreement authorized a total expenditure of $30,000.00 for the PE phase with a maximum reimbursement of $24,000.00 (80%). Upon completion of initial project scoping it was determined that the actual cost for the PE phase will be $69,000.00.

Enclosed is Supplemental Agreement No. 1 to the aforementioned Federal Aid/Marchiselli Aid Project Agreement. When the agreement is fully executed, Oneida County can be reimbursed up to $55,200.00 (80%) in federal funds for PE phase services. Oneida County's contribution will be $13,800.00.

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

**3) Program Design and Staffing**: N/A

**Total Funding Requested:** $69,000.00 **Account #:** H-298
**Oneida County Dept. Funding Recommendation:** $69,000.00
**Proposed Funding Sources (Federal $/ State $/County $):** $55,200.00 Federal
$13,800.00 County

**Cost Per Client Served:** N/A
**Past Performance Data:** N/A
**O.C. Department Staff Comments:** None

Sponsor:**Oneida County**
PIN: **2650.14** BIN: **N/A**
Comptroller's Contract No. **D034144**
Supplemental Agreement No.**1**
Date Prepared:**9/23/2014** By:CED
Initials

Press F1 for instructions in the blank fields:

# SUPPLEMENTAL AGREEMENT No. 1 to D034144 *(Comptroller's Contract No.)*

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

**Oneida County** (the Sponsor)
Acting by and through the **County Executive**
with its office at **800 Park Avenue**, **Utica, New York** **13501**.

This amends the existing Agreement between the parties in the following respects only *(check applicable categories):*

☒ Amends a previously adopted Schedule A by *(check as applicable)*:

- ☐ amending a project description
- ☐ amending the contract end date
- ☒ amending the scheduled funding by:
  - ☐ adding additional funding (*check and enter the # phase(s) as applicable)*:
    - ☐ adding phase _____ which covers eligible costs incurred on/after __/__/____
    - ☐ adding phase _____ which covers eligible costs incurred on/after __/__/____
  - ☒ increasing funding for a project phase(s)
  - ☐ adding a pin extension
  - ☐ change from Non-Marchiselli to Marchiselli
  - ☐ deleting/reducing funding for a project phase(s)
  - ☐ other (_____)

☐ Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

☐ Amends a previously adopted Agreement by adding Appendix 2-S – Iran Divestment Act:

☐ Amends the text of the Agreement as follows *(insert text below)*:

Sponsor:**Oneida County**
PIN: **2650.14** BIN: **N/A**
Comptroller's Contract No. **D034144**
Supplemental Agreement No.**1**
Date Prepared:**9/23/2014** By:CED

Press F1 for instructions in the blank fields: Initials

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

By: _____

Print Name: _____

Title: _____

SPONSOR ATTORNEY:

By: _____

Print Name: _____

STATE OF NEW YORK
)ss.:
COUNTY OF ***Oneida***

On this _____ day of _____, 20___ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

_____
Notary Public

---

**APPROVED FOR NYSDOT:**

BY:_____
For Commissioner of Transportation

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.

Date: _____

**APPROVED AS TO FORM:**
**STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
Assistant Attorney General

**COMPTROLLER'S APPROVAL:**

By:_____
For the New York State Comptroller
Pursuant to State Finance Law §112

# SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
## NYSDOT/ State-Local Agreement - Schedule A for PIN 2650.14

**OSC Municipal Contract #:** D034144

**Contract Start Date:** 4/9/2013 (mm/dd/yyyy) **Contract End Date:** 9/30/2018 (mm/dd/yyyy)
☐ *Check, if date changed from the last Schedule A*

**Purpose:** ☐ Original Standard Agreement ☒ Supplemental Schedule A No. 1

**Agreement Type:** ☒ Locally Administered
Municipality/Sponsor (Contract Payee): Oneida County
Other Municipality/Sponsor (if applicable):

☐ State Administered
*List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*
☐ Municipality: % of Cost share
☐ Municipality: % of Cost share
☐ Municipality: % of Cost share

**Authorized Project Phase(s) to which this Schedule applies:** ☒ PE/Design ☐ ROW Incidentals ☐ ROW Acquisition ☐ Construction/CI/CS

**Work Type:** HWY SAFETY
**County** (If different from Municipality):

**Marchiselli Eligible** ☐ **Yes** ☒ **No** *(Check, if changed from last Schedule A):* ☐
**Project Description:** Resurface Railroad crossing at Old State Road, Town of Remsen

**Marchiselli Allocations Approved FOR All PHASES** *To compute Total Costs in the last row and column, right click in each field and select "Update Field."*

| Check box to indicate change from last Schedule A | State Fiscal Year(s) | Project Phase | | | TOTAL |
|---|---|---|---|---|---|
| | | PE/Design | ROW (RI & RA) | Construction/CI/CS | |
| ☐ | Cumulative total for all prior SFYs | $ | $ | $ | $ 0.00 |
| ☐ | Current SFY | $ | $ | $ | $ 0.00 |
| Authorized Allocations to Date | | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 |

**A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES** *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in the last row, right click in each field and select "Update Field."*

| PIN Fiscal Share | "Current" or "Old" entry indicator | Federal Funding Program | Total Costs | FEDERAL Participating Share and Percentage | STATE MARCHISELLI Match | LOCAL Matching Share | LOCAL DEPOSIT AMOUNT (Required only if State Administered) |
|---|---|---|---|---|---|---|---|
| . . . | Current | | $ | $ | $ | $ | $ |
| | Old | | $ | $ | $ | $ | $ |
| . . . | Current | | $ | $ | $ | $ | $ |
| | Old | | $ | $ | $ | $ | $ |
| . . . | Current | | $ | $ | $ | $ | $ |
| | Old | | $ | $ | $ | $ | $ |
| . . | Current | | $ | $ | $ | $ | $ |
| | Old | | $ | $ | $ | $ | $ |
| . . | Current | | $ | $ | $ | $ | $ |
| | Old | | $ | $ | $ | $ | $ |
| . . | Current | | $ | $ | $ | $ | $ |
| | Old | | $ | $ | $ | $ | $ |
| **TOTAL CURRENT COSTS:** | | | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 |

**B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES** *For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in last row, right click in each field and select "Update Field."*

| Other PIN Fiscal Shares | 'Current' or 'Old' entry indicator | Funding Source | TOTAL | Other FEDERAL | Other STATE | Other LOCAL |
|---|---|---|---|---|---|---|
| 2650.14.121 | Current | HPP | $69,000.00 | $55,200.00 | $0.00 | $13,800.00 |
| | Old | HPP | $30,000.00 | $24,000.00 | $0.00 | $6,000.00 |
| | Current | | $ | $ | $ | $ |
| | Old | | $ | $ | $ | $ |
| | Current | | $ | $ | $ | $ |
| | Old | | $ | $ | $ | $ |
| | Current | | $ | $ | $ | $ |
| | Old | | $ | $ | $ | $ |
| | Current | | $ | $ | $ | $ |
| | Old | | $ | $ | $ | $ |
| | Current | | $ | $ | $ | $ |
| | Old | | $ | $ | $ | $ |
| | Current | | $ | $ | $ | $ |
| | Old | | $ | $ | $ | $ |
| | Current | | $ | $ | $ | $ |
| | Old | | $ | $ | $ | $ |
| TOTAL CURRENT COSTS: | | | $69,000.00 | $55,200.00 | $ 0.00 | $13,800.00 |

| C. Total Local Deposit(s) Required for State Administered Projects: | $0.00 |
|---|---|

**D. Total Project Costs** *To compute Total Costs in the last column, right click in the field and select "Update Field."*

| Total FEDERAL Cost | Total STATE MARCHISELLI Cost | Total Other STATE Cost | Total LOCAL Cost | Total Costs (all sources) |
|---|---|---|---|---|
| $55,200.00 | $0.00 | $0.00 | $13,800.00 | $69,000.00 |

| E. Point of Contact for Questions Regarding this Schedule A (Must be completed) | Name: Yotin Padungtin<br>Phone No: 315-793-2450 |
|---|---|

*See Agreement (or Supplemental Agreement Cover) for required contract signatures.*

NYSDOT/State-Local Agreement – Schedule A

**Footnotes:** (See LPB's website for link to sample footnotes)

- SAFETEA-LU High Priority Funds are subject to apportionments over the Five Federal Fiscal Years of SAFETEA-LU, and annually established special obligation authority. These actions limit available funds to this project's proportionate share of special obligation authority, which may result in total funding of less than 100% of the authorized amount. Accordingly, availability of the full amount shown is subject to these actions by the Federal Government and any limitations resulting there from
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**ONEIDA COUNTY**
**DEPARTMENT OF EMERGENCY SERVICES**
**FIRE COORDINATOR**
**911 CENTER**

120 Base Road ◆ Oriskany, New York 13424
Phone: (315) 765-2526 ◆ Fax: (315) 765-2529

ANTHONY J. PICENTE, JR.
County Executive

KEVIN W. REVERE
Director

September 15, 2014

FN 20 14 - 353

PUBLIC SAFETY

WAYS & MEANS

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

Dear County Executive Picente,

Attached is a copy of an amended contract and signature (Appendix X) of a Homeland Security Grant for 2011 that I am requesting a budget modification for. The contract for this grant was previously approved by the Board of Legislators and executed by you.

This modification is necessary to meet current needs. There is no change in the total amount of the grant, only a six month extension for 8/31/14 – 2/28/15 is involved.

If you have any questions, please feel free to contact me. Thank You for your assistance.

Sincerely,

Kevin W. Revere,
Director

Cc: Ray Bara, County Attoney's Office
Tom Keeler, Budget Director
Sheryl Brown, Office of the Comptroller

kmg

RECEIVED
OCT 24 2014

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

Anthony J. Picente, Jr.
County Executive

Date 10/24/14

**Oneida Co. Department** Emergency Services

**Competing Proposal** _____
**Only Respondent**_____
**Sole Source RFP**_____

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

**Name of Proposing Organization:** New York State of Homeland Security

**Title of Activity or Services:** NYS Homeland Security Contract #C972010

**Proposed Dates of Operations:** 8/31/14 – 2/28/15

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

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services:**
Homeland Security Effort in Oneida County

**2). Program/Service Objectives and Outcomes**
Primary objective is to provide protection to the residents of Oneida County

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

**Total Funding Requested:** $200,00.00 **Account#**

**Oneida County Dept. Funding Recommendation:** Homeland Security Efforts

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

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

**Past performance Served:** N/A

**O.C. Department Staff Comments:** 6 Month Extension of the Grant No funding change.

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

**APPENDIX X**

Agency Code: 01077

Contract No.: _C972010_____
Period: 9/1/14-2/28/15_____(new contract period, if applicable)
Funding Amount for Period: $___200,000_____

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

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

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

**GRANTEE SIGNATURE:**

By: _____ Date: _____
Name: SIGNATORY
Title:

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

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

_____
(Notary)

**STATE AGENCY SIGNATURE:**

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

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

**STATE COMPTROLLER'S SIGNATURE:**

_____

**Award Contract**

| Project No. | Grantee Name | |
|---|---|---|
| SH11-1025-E01 | Oneida County | 09/12/2014 |

STATE OF NEW YORK
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the E-Grants AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI. Safeguards for Services and Confidentiality

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

general or particular religious beliefs.

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

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

**Award Contract**

| Project No. | Grantee Name | |
|---|---|---|
| SH11-1025-E01 | Oneida County | 09/12/2014 |

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a

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

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

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

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

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

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

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in

Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803

http://www.empire.state.ny.us

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

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

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

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

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

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

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

June, 2006

Certified by - on

**Award Contract**

| Project No. | Grantee Name | |
|---|---|---|
| SH11-1025-E01 | Oneida County | 09/12/2014 |

APPENDIX A-1
AGENCY-SPECIFIC CLAUSES

General Terms and Conditions:

1. If this Agreement exceeds $50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is $15,000 or less, it shall not take effect until it is executed by both parties.

If this Agreement ranges in dollar amount from $15,000.01 to $50,000, execution is contingent upon the appropriation. If the Agreement utilizes funds appropriated prior to April 1, 2006, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If the Agreement utilizes funds appropriated on or after April 1, 2006, it shall not take effect until it is executed by both parties.

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

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

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

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

6. The Grantee shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 889-aa; State Technology Law Section 208). The Grantee shall be liable for the costs associated with such breach if caused by the Grantee's negligent or willful acts or omissions, or the negligent or willful actions or omissions of Grantee's agents, officers, employees or sub-grantees.

7. Consistent with the NYS Office of the State Comptroller's Bulletin No. G-221, all non-governmental (non-profit and commercial) organizations scheduled to receive grant funding from OHS must comply with Vendor Responsibility requirements.

Budget Requirements:

8. The Grantee is not permitted to make any changes to the contract budget without the written approval of OHS.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from OHS, shall not exceed rates authorized by the NYS Office of the State Comptroller (Audit and Control). Rates may be viewed online at: http://www.osc.state.ny.us/agencies/travel/travel.htm

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all

solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant, and make them available to OHS upon request. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. Unless a special condition applies to this contract, the rate for consultant services shall be reasonable and consistent with the amount paid for similar services in the marketplace. Time and effort reports are required for consultants.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services.

i. Consultant services that cost up to $15,000 may be obtained by proving reasonableness of price. One method of proving reasonableness of price is to obtain three quotations from responsible vendors, on the vendor's letterhead. A description of the selection process must be maintained, as well as a record of the quotations.

ii. Consultant services that cost over $15,000 up to $50,000 may be obtained by advertising the opportunity in a reasonable manner and in an appropriate venue for a reasonable period of time. Reasonableness of price must be proven; obtaining three quotations as in (i.) above may be used. A record must be maintained of the advertisement, the quotations, and the selection process.

iii. Consultant services that cost over $50,000 must use a formal competitive bidding process. Guidance may be obtained from OHS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; establishment of the methodology of evaluating bids before the bids are opened; sealed bids opened at one time before a committee who will certify the process; and maintenance of a record of the competitive procurement process.

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

12. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to OHS upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The grantee must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

Upon completion of all contractual requirements by the Grantee, OHS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding a state agency must dispose of equipment in accordance with State Laws and procedures. All other grantees shall dispose of equipment as follows:

A. Items of equipment with a current per unit market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

B. Items of equipment with a current per unit fair market value of $5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation.

To remit payments, award recipients should contact OHS at 1-866-837-9133 for guidance.

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

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

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

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. A Grantee that is a not-for-profit must also make all procurements as noted below:

i. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Grantee purchasing any single piece of equipment, single service or multiples of each that cost up to $15,000 may do so by proving reasonableness of price. One method of proving reasonableness of price is to obtain three quotations from responsible vendors, on the vendor's letterhead. A description of the selection process must be maintained, as well as a record of the quotations.

iii. Goods or services or multiples of each that have an aggregate cost between $15,000 up to $50,000 may be obtained by advertising the opportunity in a reasonable manner and in an appropriate venue for a reasonable period of time. Reasonableness of price must be proven; obtaining three quotations as in (ii) above may be used. A record must be maintained of the advertisement, the quotations, and the selection process.

iv. A Grantee expending over $50,000 must use a formal competitive bidding process. Guidance may be obtained from OHS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide the goods or services; equal provision of the information to all interested parties; reasonable deadlines; establishment of the methodology for evaluating bids before the bids are opened; sealed bids opened at one time before a committee who will certify the process; and maintenance of a record of the competitive procurement process.

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

Reimbursement and Reporting Requirements – Fiscal and Programmatic (See Appendix C for additional details):

14. The Grantee shall submit detailed itemization forms or a form deemed acceptable to OHS for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by OHS. These reports must be prepared periodically and as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

15. The Grantee shall submit program progress reports and final reports as specified in Appendix C.

16. Where advance payments are approved by OHS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must

be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which require grantees to promptly remit back to the federal government, through New York State, any interest earned on these advanced funds. The grantee may keep interest earned up to $100 per federal fiscal year if a local unit of government and $250 per federal fiscal year if a not-for-profit for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year.

Interest must be reported on Fiscal Cost Reports and remitted quarterly.

Accounting for Grant Expenditures:

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

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

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

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

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

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

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on detailed itemization forms or a form deemed acceptable to OHS. Backup documentation for such expenditures must be made available to OHS upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the Budget set forth in Appendix B.

Federal Requirements:

19. A non- exclusive list of regulations commonly applicable to DHS grants are listed below, including the guidance:

A. Administrative Requirements
1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

B. Cost Principles
1. 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
2. 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations

C. Audit Requirements
1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

The grantee must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.

The grantee shall further comply with all applicable laws, regulations and program guidance. It is incumbent upon the Grantee to become familiar with and comply with all terms and conditions associated with acceptance of funds.

20. The Grantee must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the grantee, sub-recipient or collaborative agency/organization. The Grantee must maintain specific documentation as support for project related personal service expenditures as this contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

In accordance with federal requirements, a Grantee which receives during its fiscal year $500,000 or more of Federal funds from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to OHS within nine months of the end of its fiscal year(s).

21. Program income earned by the Grantee during the grant funding period must be reported in writing to OHS, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under Federal funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with Federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to OHS. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

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

A. If OHS shares its right to copyright such work with the Grantee, OHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by OHS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to OHS. Any document generated pursuant to this grant must contain the following language:

"This project was supported by a grant administered by the New York State Office of Homeland Security and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Office of Homeland Security or the U.S. Department of Homeland Security."

Amendment, Suspension, Termination of Contract:

23. The Grantee agrees that if the project is not operational within 60 days of the execution date of the contract, it will report by letter to OHS the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the contract, the grantee will submit a second statement to OHS explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

24. OHS will be allowed to extend, renew, increase, amend, decrease or terminate this contract, upon appropriate approval of the Attorney General and the Office of the State Comptroller as follows:

A. The term of this contract may be automatically renewed or extended in conjunction with the renewal or extension of the federal grant award from which this contract is funded, not to exceed a term of five years from the initial start date.

B. The amount of this contract may be increased provided the funds are used in accordance with the guidelines associated with this contract grant application kit, as outlined in Appendix D, and the scope of work has not substantially changed.

C. This contract may be terminated for convenience upon thirty (30) days' notice to the Grantee. OHS may terminate this contract for cause or decrease its funded amounts, pursuant to the provisions in Section 25 or 26 of this Appendix.

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

Availability of Funds:

26. If for any reason the State of New York or the federal government terminates its appropriation through OHS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of OHS, provided that no such reduction or termination shall apply to

allowable costs already incurred by the Grantee where funds are available to OHS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to OHS. In any event, no liability shall be incurred by OHS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to OHS because of disallowed expenditures after audit shall be its responsibility.

27. Unless otherwise specified, in accordance with the State Finance Law, the availability of Federal and State funds budgeted as local assistance shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated in the State Budget by the New York State Legislature. When local assistance funds are not reappropriated, vouchers must be received by OHS by August 1st of the year following the fiscal year in which the funds were appropriated to ensure reimbursement.

Retention of Records:

28. Original records must be retained for six years following the submission of the final claim against this Agreement or the end of the contract period, if later. In cases where litigation, a claim, or an audit is ongoing, the records must be retained until formal completion of the action and resolution of issues or the end of the six year period, whichever is later. In the event of an audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. OHS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, property records or equipment inventory records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project.

Revised 08/11/2008

Certified by - on

**Award Contract**

| Project No. | Grantee Name | |
|---|---|---|
| SH11-1025-E01 | Oneida County | 09/12/2014 |

**Budget Summary by Participant**

Oneida County - Version 1

| # | Consultant Services | Number | Unit Cost | Total Cost | Grant Funds | Matching Funds |
|---|---|---|---|---|---|---|
| 1 | Consultant to manage and administer CBRNE training and exercises | 1 | $17,000.00 | $17,000.00 | $17,000.00 | $0.00 |
| 2 | Consultant to manage and administer the policy development for dispatch accreditation | 1 | $40,000.00 | $40,000.00 | $40,000.00 | $0.00 |
| 3 | Consultant to manage computer interfacing among first responders | 1 | $24,000.00 | $24,000.00 | $24,000.00 | $0.00 |
| 4 | Consultant to manage and administer the Comprehensive Emergency Management Plan (CEMP) | 1 | $10,000.00 | $10,000.00 | $10,000.00 | $0.00 |
| 5 | Consultant to manage and administer the pet sheltering plan | 1 | $5,500.00 | $5,500.00 | $5,500.00 | $0.00 |
| Total | | | | $96,500.00 | $96,500.00 | $0.00 |

| # | Equipment | AEL | Number | Unit Cost | Total Cost | Grant Funds | Matching Funds |
|---|---|---|---|---|---|---|---|
| 1 | Personal decontaminating kits (Personal Protection Equipment) | 08D1-01-KITD | 1 | $2,000.00 | $2,000.00 | $2,000.00 | $0.00 |
| 2 | Inventory scanner | 04AP-07-INVN | 1 | $3,000.00 | $3,000.00 | $3,000.00 | $0.00 |
| 3 | Network software (and other related items) | 04SW-04-NETW | 1 | $62,000.00 | $62,000.00 | $62,000.00 | $0.00 |
| 4 | Computer Aided Dispatch system | 04AP-01-CADS | 1 | $14,000.00 | $14,000.00 | $14,000.00 | $0.00 |
| 5 | Interoperable Communications Equipment (mobile & portable) for Hazmat Team | 06CP-01-MOBL | 1 | $22,500.00 | $22,500.00 | $22,500.00 | $0.00 |
| Total | | | | | $103,500.00 | $103,500.00 | $0.00 |

| Total Project Costs | Total Cost | Grant Funds | Matching Funds |
|---|---|---|---|
| | $200,000.00 | $200,000.00 | $0.00 |

Oneida County Emergency Services

| Total Contract Costs | Total Cost | Grant Funds | Matching Funds |
|---|---|---|---|
| | $200,000.00 | $200,000.00 | $0.00 |

**Award Contract**

| **Project No.** | **Grantee Name** | |
|---|---|---|
| SH11-1025-E01 | Oneida County | 09/12/2014 |

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Grantees:

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

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by OHS of any budgeted category for which reimbursement is requested
- Written documentation of all required OHS approvals, as appropriate

2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Grantee must also refund all unexpended advances and any interest earned on the advanced funds. Property Records or Equipment Inventory Reports as defined in Appendix A-1, Paragraph 12, must be available at the conclusion of the grant contract period and submitted to OHS upon request.

3. If at the end of this contract there remain any monies (advanced or interest earned on the advanced funds) associated with this contract in the possession of the Grantee, the Grantee shall submit a check or money order for that amount payable to the order of the New York State Office of Homeland Security. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Office of Homeland Security
Federal Fiscal Unit – 7th Floor
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

4. Vouchers shall be submitted in a format acceptable to OHS and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program.

5. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to OHS for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, OHS, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation.

OHS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement.

6. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of OHS. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

The New York State Office of the State Comptroller offers an electronic payment option for Grantees which allows for more convenient and efficient payments. Grantees may visit the OSC website (www.osc.state.ny.us) to learn more about Electronic Payments and obtain an authorization form, program guidelines and frequently asked questions.

7. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

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

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

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

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

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

Revised 08/11/2008

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**Award Contract**

| Project No. | Grantee Name | |
|---|---|---|
| SH11-1025-E01 | Oneida County | 09/12/2014 |

**Work Plan**

**Goal**

Prevent terrorist attacks and mitigate against man-made and natural hazards; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from both man-made and natural disasters.

Objective #1

G & T Workplan Code - 23. Develop/enhance plans, procedures, and protocols.

Investment Justification - Emergency Planning, Citizen and Community Preparedness

Target Capability
Primary - Planning
Secondary - Community Preparedness and Participation
Secondary - Emergency Operations Center Management
Secondary - Mass Care (Sheltering, Feeding, and Related Services)

Develop/enhance plans, procedures, and protocols. (7.1, 7.2, 7.3,1.7)

**Task #1 for Objective #1**

Conduct allowable planning activities related to homeland security initiatives.

| # | Performance Measure |
|---|---|
| 1 | Planning activities conducted. Provide brief narrative reporting planning activities completed and describe how the project enhanced the prevention, response or recovery capabilities in the jurisdiction. |

Objective #2

G & T Workplan Code - 04. Establish/enhance emergency operations center.

Investment Justification - Information-Sharing and Dissemination

Target Capability
Primary - Emergency Public Safety and Security Response
Secondary - Communications

Establish/enhance emergency operations center. (3.1)

**Task #1 for Objective #2**

Purchase allowable emergency alerting equipment. Train appropriate personnel in the proper use of the equipment and place the equipment in service.

| # | Performance Measure |
|---|---|
| 1 | Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced communications and response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, include deployment plans as appropriate. |

Objective #3

G & T Workplan Code - 30. Enhance capabilities to respond to all-hazards events.

Investment Justification - CBRNE Detection, Response and Decontamination

Target Capability
Primary - Responder Safety and Health
Secondary - CBRNE Detection

Enhance capabilities to respond to all hazards events. (1.3, 1.5)

**Task #1 for Objective #3**

Purchase allowable Haz-mat equipment. Train appropriate personnel in the proper use of the equipment and place the equipment in service.

| # | Performance Measure |
|---|---|
| 1 | Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced Haz-mat response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, include deployment plans as appropriate. |

**Task #2 for Objective #3**

Purchase allowable interoperable communications equipment for the County Hazmat Team. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

| # | Performance Measure |
|---|---|
| 1 | Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced interoperability capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate. |

Objective #4
G & T Workplan Code - 20. Establish/enhance sustainable homeland security exercise program.

Investment Justification - CBRNE Detection, Response and Decontamination

Target Capability
Primary - CBRNE Detection
Secondary - Planning

Establish/enhance sustainable homeland security exercise program. (1.7, 7.6)

**Task #1 for Objective #4**

Design, develop, conduct and/or participate in exercises in compliance with HSEEP guidelines to identify deficiencies within response capabilities to all hazard events. This in turn will help to identify training curriculum gaps. Submit After Action Reports/Improvement Plans to DHSES within 60 days of exercise completion.

| # | Performance Measure |
|---|---|
| 1 | Exercise conducted and After Action Reports/Improvement Plans completed and submitted to DHSES within 60 days of exercise completion. Provide brief narrative and report number of personnel involved, the disciplines involved and the jurisdictions participating; describe how the project enhanced the prevention, response, or recovery capabilities in the jurisdiction. |

**Award Contract**

| Project No. | Grantee Name | |
|---|---|---|
| SH11-1025-E01 | Oneida County | 09/12/2014 |

Prior Contract Terms
Contract Start Date - 09/01/2011
Contract End Date - 08/31/2014
Contract Amount - $200,000.00

APPENDIX X
AMENDMENT OF GRANT CONTRACT TERMS

Agency Code: 01077

This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Office of Homeland Security (OHS), and represents an amendment to the grant contract executed between OHS and the Grantee Agency indicated in the E-Grants Participant Module (the Parties).

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between OHS and the Grantee Agency. Those terms and conditions which have been modified herein supersede prior executed versions of this contract. All other provisions of the contract shall remain in full force and effect for the duration of the contract, unless further amended by mutual agreement of the Parties, and by the electronic certification of a subsequent Appendix X by both OHS and the Grantee Agency.

All Certified Assurances for federal programs, and OHS Contract Appendices are also available online for download at http://www.security.state.ny.us/Grant-Guidance/grantee_forms.htm.

Certified by - on

**Award Contract**

| **Project No.** | **Grantee Name** | |
|---|---|---|
| SH11-1025-E01 | Oneida County | 09/12/2014 |

Appendix OHS-55
Certified by - on

**Award Contract**

| Project No. | Grantee Name | |
|---|---|---|
| SH11-1025-E01 | Oneida County | 09/12/2014 |

**Special Conditions**

Funds must be used in accordance with the guidelines set forth in the FY 2007 Homeland Security Grant Program (HSGP) application kit. All planning, training and CBRNE exercises and/or equipment purchased with FY 2007 HSGP funds must support the prevention, response and/or recovery goals set forth in New York State's Homeland Security Strategy represented by the list of priorities included in the grant applications and approved investment justifications.

An agenda and meeting minutes will be kept on file for all meetings conducted regarding HSGP-funded activities. Any documents produced as a result of these meetings, such as plans, schedules, or procedures, will also be kept on file and be made available to the NYS Office of Homeland Security (OHS) upon request.

Equipment purchased with grant funds must fall within the allowable equipment categories for the FY 2007 HSGP as listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB) (http://www.rkb.mipt.org). It is the responsibility of the grantee to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through the NYS Office of Homeland Security (OHS), for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using FY 2007 HSGP funds. Any communications equipment purchased with FY 2007 HSGP funds should be Project 25 (P25) compliant (http://www.safecomprogram.gov/SAFECOM/grant/default.htm). In addition, the grantee is required to complete a Communications Plan consistent with the DHS standards, and all communications equipment purchases must support implementation of the plan.

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

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

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

**ONEIDA COUNTY**
**DEPARTMENT OF EMERGENCY SERVICES**
**FIRE COORDINATOR**
**911 CENTER**

120 Base Road ◆ Oriskany, New York 13424
Phone: (315) 765-2526 ◆ Fax: (315) 765-2529

ANTHONY J. PICENTE, JR.
County Executive

KEVIN W. REVERE
Director

September 11, 2014

FN 20 14-354

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

Attached is letter and a grant from the New York State Department of Homeland Security awarding Oneida County $64,000 through its State Homeland Security Haz Mat Program. This has been designated to be used by the Department of Emergency Services. This funding will be used to upgrade Haz Mat response equipment.

No County dollars will be necessary for this project.

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

**A.)** Establishment of **Capital Project H-508 – Emergency Services – DHS Grant 2014 HAZ MAT Grant,** and

**B.)** Funding for Capital Project H – 508 as follows:

H – 508 - State Aid.....$64,000.

**C.)** Approval of the attached grant.

If you have any questions, please advise me. Thanks for your help.

Sincerely,

Kevin W. Revere,
Director

Cc: Tom Keeler
Sheryl Brown
file

RECEIVED
OCT 22 2014

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

Anthony J. Picente, Jr.
County Executive

Date 10/21/14

**Oneida Co. Department** Emergency Services

**Competing Proposal** _____
**Only Respondent**_____
**Sole Source RFP**_____

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

**Name of Proposing Organization** : New York State Department of Homeland Security.

**Title of Activity or Services:** Grant for Department of Emergency Services

**Proposed Dates of Operations:** **09/01/2014 – 08/31/2016**

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

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services:**
Funding to upgrade Haz-Mat response equipment

**2). Program/Service Objectives and Outcomes:** Grant Oneida County funding to upgrade Haz-Mat equipment.

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

**Total Funding Requested:** No County dollars requested.

**Oneida County Dept. Funding Recommendation: H-508**

**Proposed Funding Source (Federal $ /State $ / County $): $64,000.00**

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

**Past performance Served: N/A**

**O.C. Department Staff Comments:**

| | |
|---|---|
| STATE AGENCY<br>New York State Division of Homeland Security and Emergency Services<br>1220 Washington Avenue<br>Building 7A Suite 710<br>Albany, NY 12242 | NYS COMPTROLLER'S NUMBER: C150449<br>(Contract Number)<br><br>ORIGINATING AGENCY CODE: 01077 |
| GRANTEE/CONTRACTOR: (Name & Address)<br>Oneida County<br>800 Park Avenue<br>Utica, NY 13501 | TYPE OF PROGRAMS: WM2014 SHSP<br>CFDA NUMBER: 97.067<br>DHSES NUMBERS: WM14150449 |
| FEDERAL TAX IDENTIFICATION NO: 15-6000460<br>MUNICIPALITY NO: (if applicable) 300100000 000<br>SFS VENDER NO: 1000002595 | INITIAL CONTRACT PERIOD:<br>FROM 09/01/2014 TO 08/31/2016<br>FUNDING AMOUNT FOR INITIAL PERIOD: $64,000.00 |
| STATUS:<br>Contractor is not a sectarian entry.<br>Contractor is not a not-for-profit organization. | MULTI-YEAR TERM: (if applicable) |
| CHARITIES REGISTRATION NUMBER:<br><br>(Enter number of Exempt)<br>if "Exempt" is entered above, reason for exemption.<br>0 - not exempt<br><br>Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. | APPENDIX ATTACHED AND PART OF THIS AGREEMENT<br>__ APPENDIX A Standard Clauses required by the Attorney General for all State contracts<br>_X_ APPENDIX A1 Agency-specific Clauses<br>_X_ APPENDIX B Budget<br>_X_ APPENDIX C Payment and Reporting Schedule<br>_X_ APPENDIX D Program Workplan and Special Conditions<br>__ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)<br>__ DHSES-55 Budget Amendment/Grant Extension Request<br>__ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion |

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

NYS Division of Homeland Security and Emergency Services

BY: , Date:

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

GRANTEE:

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

| | |
|---|---|
| ATTORNEY GENERAL'S SIGNATURE<br>_____<br>Title: _____<br>Date: _____ | COMPTROLLER'S SIGNATURE<br>_____<br>Title: _____<br>Date: _____ |

**Award Contract** **SHSP**

| Project No. | Grantee Name | |
|---|---|---|
| HM14-1006-D00 | Oneida County | 09/12/2014 |

**Award Contract**

**SHSP**

| **Project No.** | **Grantee Name** | |
|---|---|---|
| HM14-1006-D00 | Oneida County | 09/12/2014 |

**Award Contract** **SHSP**

| Project No. | Grantee Name | |
|---|---|---|
| HM14-1006-D00 | Oneida County | 09/12/2014 |

**Award Contract** **SHSP**

| Project No. | Grantee Name | |
|---|---|---|
| HM14-1006-D00 | Oneida County | 09/12/2014 |

**Budget Summary by Participant**

Oneida County - Version 1

| # | Equipment | AEL | Number | Unit Cost | Total Cost | Grant Funds | Matching Funds |
|---|---|---|---|---|---|---|---|
| 1 | Laptop Computers | 07 | 1 | $27,989.00 | $27,989.00 | $27,989.00 | $0.00 |
| 2 | Hazmat Suits | 07 | 1 | $19,418.00 | $19,418.00 | $19,418.00 | $0.00 |
| 3 | Gas Meters | 07 | 1 | $11,060.00 | $11,060.00 | $11,060.00 | $0.00 |
| 4 | Tires for CBRNE Trailer | 07 | 1 | $1,533.00 | $1,533.00 | $1,533.00 | $0.00 |
| Total | | | | | $60,000.00 | $60,000.00 | $0.00 |

| # | All Other Expenses | Number | Unit Cost | Total Cost | Grant Funds | Matching Funds |
|---|---|---|---|---|---|---|
| 1 | Maintenance and/or Calibration of Hazmat Team Equipment | 1 | $4,000.00 | $4,000.00 | $4,000.00 | $0.00 |
| Total | | | | $4,000.00 | $4,000.00 | $0.00 |

| Total Project Costs | Total Cost | Grant Funds | Matching Funds |
|---|---|---|---|
| | $64,000.00 | $64,000.00 | $0.00 |

Herkimer County Hazmat Team
Oneida County Emergency Services

| Total Contract Costs | Total Cost | Grant Funds | Matching Funds |
|---|---|---|---|
| | $64,000.00 | $64,000.00 | $0.00 |

**Award Contract** **SHSP**

| **Project No.** | **Grantee Name** | |
|---|---|---|
| HM14-1006-D00 | Oneida County | 09/12/2014 |

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Grantees:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Payment and Recoupment Language

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

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

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program.

B. Interim and/or Final Claims for Reimbursement

1. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Grantee must also refund all unexpended advances and any interest earned on the advanced funds. Property Records or Equipment Inventory Reports as defined in Appendix A-1, Paragraph 12, must be available at the conclusion of the grant contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned on the advanced funds) associated with this contract in the possession of the Grantee, the Grantee shall submit a check or money

order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

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

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of Appendix A-1 of the Contract., no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement.

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

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

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

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

Rev. 05/2013

Certified by - on

| **Award Contract** | | **SHSP** |
|---|---|---|
| **Project No.** | **Grantee Name** | |
| HM14-1006-D00 | Oneida County | 09/12/2014 |

**Work Plan**

**Goal**

To promote the development of regional partnerships among the State HazMat community; to build sustainable CBRNE Detection, Response and Decontamination Capabilities; and to enhance the standing of the State's HazMat teams within FEMA's typing system.

Objective #1

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - CBRNE Detection, Response and Decontamination

Target Capability

Primary - WMD/HazMat Response and Decontamination

To enhance regional response teams. (1.1) (1.3) (1.4) (1.6)

**Task #1 for Objective #1**

Purchase allowable CBRNE/HazMat response equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

| # | Performance Measure |
|---|---|
| 1 | Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced regional Hazmat response team capabilities in the region. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate. |

**Task #2 for Objective #1**

Perform maintenance and calibration of equipment.

| # | Performance Measure |
|---|---|
| 1 | Maintenance and/or calibration activities conducted. Provide a brief narrative reporting activities completed and describe how the project enhanced the Hazmat regional response team capabilities. |

| **Award Contract** | | **SHSP** |
|---|---|---|
| **Project No.** | **Grantee Name** | |
| HM14-1006-D00 | Oneida County | 09/12/2014 |

APPENDIX A-1
NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

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

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

D. Order of Precedence: In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1) Appendix A-1
2) Modifications to the Face Page
3) Modifications to Appendices B, C and D
4) The Face Page
5) Appendices B, C and D
6) Other attachments, including, but not limited to, the request for proposal or program application

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise. All personal pronouns used herein shall be considered general neutral. This Contract is made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

J. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

K. Notice:

1) All notices, except for notices of termination, shall be in writing and shall be transmitted either:

a) by certified or registered United States mail, return receipt requested;
b) by facsimile transmission;
c) by personal delivery;
d) by expedited delivery service; or
e) by e-mail.

2) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

3) The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

N. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

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

P. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the federal government, the State of New York, DHSES or any county or other local government entity.

Q. No Arbitration: Disputes involving the Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

S. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

T. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.[1]

U. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the federal False Claims Act, the New York State False Claims Act and whistleblower protections.

V. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

W. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix.

X. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1) General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2) Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in

the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1) Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c) Non-Responsibility: In accordance with the provisions of this Contract, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure.' For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2) Notice of Termination:

a) Service of notice: Written notice of termination shall be sent by:

i. personal messenger service; or
ii. certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

i. if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

ii. if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3) Effect of Notice and Termination on State's Payment Obligations:

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

4) Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or
b) the return of any real property or equipment purchased under the terms of the Contract; or
c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1) In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2) The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3) The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

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

5) If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6) Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7) Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1) Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).

2) Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

3) For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.

4) Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5) If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1) The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Appendix B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2) Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The

Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:[2] Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:[3] Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:[4] Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:[5] DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule),

h) Fifth Quarter Payments:[6] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3) The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4) The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5) The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6) All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to DHSES no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES to the Contractor shall not exceed the amount of actual expenditures.

7) All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1) Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for

payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

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

E. Refunds:

1) In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

2) If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1) The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

2) Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve

them.

ii. Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

iii. Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

iv. Final Report: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Work Plan and Special Conditions).

v. Consolidated Fiscal Report (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Appendix C (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Progress Report: The Contractor shall provide DHSES with a written progress report using the forms and formats as provided by DHSES, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3) In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1) If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to DHSES within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2) The Contractor shall immediately notify in writing the program manager assigned to the Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

I. Additional Terms:

1) The Contractor agrees that if the project is not operational within 60 days of the execution date of the

Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

a) The DHSES Commissioner, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when DHSES discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

b) Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3) DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4) The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5) The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: http://www.osc.state.ny.us/agencies/travel/travel.htm.

6) The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7) Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a) A Contractor who proposes to purchase goods or services from a particular vendor without competitive

bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

b) The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

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

d) A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e) A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f) A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in section III(l)(7)(d) or (e) herein must make all procurements as noted below:

i. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between $5,000 and $9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Grantee spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

8) Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

9) DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

a) DHSES shall provide the Contractor with written notice of noncompliance.

b) Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

c) DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

10) 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.

a) By entering into this Contract, Contractor (or any assignee) certifies in accordance with State Finance Law §165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

b) Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

c) During the term of the Contract, should DHSES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

d) DHSES reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1) The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2) The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff

and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1) If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2) The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3) Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4) When a subcontract equals or exceeds $100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5) When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6) The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1) The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2) Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1) Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2) For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3) For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

4) Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5) The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1) General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

i. personal service expenditures: cancelled checks and the related bank statements, time and attendance

records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as DHSES or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2) Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3) Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1) Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity

regarding this project may not be released without prior written approval from the State.

2) Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3) Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition,

replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2) The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3) The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1) If the total dollar amount of the Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

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

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

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing

collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

L. Workers' Compensation Benefits:

1) In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2) If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to DHSES staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2) any debts owed for UI contributions, interest, and/or penalties;
3) the history and results of any audit or investigation; and
4) copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

N. Vendor Responsibility:

1) If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2) The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3) The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4) The State reserves the right, in its sole discretion, at any time during the term of the Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5) The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.

6) The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7) Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason (s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. Consultant Disclosure Law:[7] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1) General Provisions

a) The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ('MWBE Regulations') for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

b) The Contractor to the subject contract (the 'Contractor' and the 'Contract,' respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

c) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

2) Contract Goals

a) For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract workplan.

b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

c) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

3) Equal Employment Opportunity (EEO)

a) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b) Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

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

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

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c) Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d) Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4) MWBE Utilization Plan

a) The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

b) Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

c) Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5) Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6) MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7) Liquidated Damages - MWBE Participation

a) Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b) Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8) M/WBE AND EEO Policy Statement

a) The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located,

by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

V. FEDERALLY FUNDED GRANT REQUIREMENTS

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

B. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The

advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to $100 per federal fiscal year if a local unit of government and $250 per federal fiscal year if a not-for-profit for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

C. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

D. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security.

E. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1) Administrative Requirements:

a) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments
b) 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

2) Cost Principles:

a) 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
b) 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
c) 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
d) Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

3) Audit Requirements:

a) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (for audits of fiscal years beginning prior to December 26, 2014)

b) 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (for audits of fiscal years beginning on or after December 26, 2014)

F. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1) Consistent with 44 CFR Part 13, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2) Affirmative steps shall include:

a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (f) of this section.

G. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

H. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

I. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at http://www.gao.gov/govaud/ybk01.htm, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?SID=55e12eead565605b4d529d82d276105c&node=2:1.1.2.1.1.6&rgn=div6.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend $500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at http://www.gao.gov/govaud/ybk01.htm, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2012.

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

J. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest

earned), generated by the use of these grant funds will be used to enhance the grant project.

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

1) If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

2) If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3) The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

L. Accounting for Grant Expenditures:

1) Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2) Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3) None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4) If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5) The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;

- Dollar limitation of the Contract;
- Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

M. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

N. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

O. Equipment and Property:

1) Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2) Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record (s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3) Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a) Items of equipment with a current per unit market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b) Items of equipment with a current per unit fair market value of $5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

P. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

Q. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

R. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does

not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

Endnotes:

[1] As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

[2] A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

[3] Fee for Service is a rate established by the Contractor for a service or services rendered.

[4] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[5] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

[6] Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

[7] Not applicable to not-for-profit entities.

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| **Award Contract** | | **SHSP** |
|---|---|---|
| **Project No.** | **Grantee Name** | |
| HM14-1006-D00 | Oneida County | 09/12/2014 |

**Special Conditions**

I. ALL GRANT FUNDS:
A. Permissible Use of Funding
1. Homeland Security Grant Program (HSGP) funds must be used in accordance with the guidelines set forth in the HSGP application kit, which can be located at http://www.fema.gov/government/grant/hsgp/index.shtm.
2. All planning, training and Chemical, Biological, Radiological and Nuclear Explosives (CBRNE) exercises and/or equipment purchased with HSGP funds must support the prevention, response and/or recovery goals set forth in New York State's Homeland Security Strategy represented by the list of priorities included in the grant applications and approved investment justifications. New York State's Homeland Security Strategy can be located on the NYS Division of Homeland Security and Emergency Services' (DHSES) website at http://www.dhses.ny.gov/planning/#strat.
3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

B. Record Requirements
1. Grantees shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.
2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases
1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) (https://www.llis.dhs.gov/knowledgebase).
2. Grantees are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using HSGP funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and that the use of APCO P-25 compliant equipment is a recommended technology to achieve emergency interoperable communications.

D. Training & Exercise Related Activities
1. Any non-DHS training course to be supported by this award must be submitted to DHSES for approval.
2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). An After-Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of completion of the exercise.
3. Grantees are required to be NIMS compliant. DHSES requires that Grantees contact their county point of contact to determine how the particular county requires reporting. Grantees are expected to complete the web based NIMSCAST report or provide the county with a completed paper copy of the NIMSCAST report.

E. Law Enforcement Requirements
1. Grantees that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.

2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, grantees will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.
3. Grantees further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

F. EHP Requirements
1. Grantees shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).
2. Failure of Grantees to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Grantees shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Grantees must comply with all conditions placed on the project as the result of the EHP review.
3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.
4. If ground disturbing activities occur during project implementation, Grantees must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
5. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. For your convenience, the screening form is available at: http://www.dhses.ny.gov/grants/#ehp

G. Equipment Maintenance Requirements
1. Grantees must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

H. New York State Emergency Management Certification and Training Program
1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES-specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.
2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, Contractors must arrange for DHSES-specified Contractor employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the Contractor will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day-cycle from the date of initial training for previously trained individuals if such person remains employed by the Contractor and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES-specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.
3. Contractors must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Grantees must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the Contractor to ensure that it is effective.
4. All grantees and subgrantees funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to

ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the grantee or subgrantee; and (2) the status of any corresponding grantee or subgrantee plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded grantees and subgrantees agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

RECEIVED
OCT 29 2014
Oneida County Executive's Office

# ONEIDA COUNTY
# OFFICE OF THE DISTRICT ATTORNEY

**Scott D. McNamara**
**District Attorney**

**Michael A. Coluzza**
**First Assistant**

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

**Dawn Catera Lupi**
**First Assistant**

Michael R. Nolan
Joshua L. Bauer
Christopher D. Hameline
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Ashley J. Weiss
Sarah M. Kelly
Kevin J. Dwyer

FN 20 14 - 355

PUBLIC SAFETY

October 23, 2014

WAYS & MEANS

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

Dear Mr. Picente:

By this letter, I am requesting your approval, as well as that of the Board of Legislators, for the following 2014 budgetary transfer within the District Attorney's cost center to enhance the surveillance system for the District Attorney's Office:

TO:

| | | |
|---|---|---|
| A1165.295 | District Attorney, Other Equipment | $7,500. |

FROM:

| | | |
|---|---|---|
| A1165.101 | District Attorney, Salaries | $7,500. |

At your earliest convenience, please submit this request to the Board of Legislators for their approval.

If you have any questions or concerns, please contact me.

RECEIVED
OCT 29 2014

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

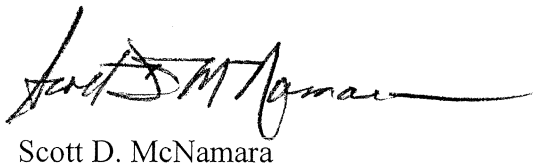
Anthony J. Picente, Jr.
County Executive

Date 10/29/14

235 Elizabeth Street • Utica, NY 13501 • Phone: (315) 798-5766 • Fax: (315) 798-5582

Thank you.

Very truly yours,



Scott D. McNamara
Oneida County District Attorney

se
cc: Hon. Gerald J. Fiorini, Chairman
Hon. George Joseph, Majority Leader
Hon. Frank Tallarino, Minority Leader
Hon. Les Porter, Chairman, Ways & Means Comm.
Hon. Richard A. Flisnik, Chairman, Public Safety
Thomas Keeler, Budget Director

RECEIVED
OCT 29 2014
Oneida County Executive's Office

# ONEIDA COUNTY
# OFFICE OF THE DISTRICT ATTORNEY

**Scott D. McNamara**
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FN 20 14 - 356

RECEIVED
OCT 29 2014

PUBLIC SAFETY

October 23, 2014

WAYS & MEANS

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

Anthony J. Picente, Jr.
County Executive

Date 10/29/14

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

Dear Mr. Picente:

By this letter, I am requesting your approval, as well as that of the Board of Legislators, for the following 2014 budgetary transfers within the District Attorney's cost center to balance the current deficits and cover anticipated expenditures for the remainder of the year.

TO:

| | |
|---|---|
| A1165.109 District Attorney, Salaries, Other | $6,500. |
| A1165.455 District Attorney, Travel & Subsistence | $6,000. |
| A1165.496 District Attorney, Prosecution | $15,000. |

FROM:

| | |
|---|---|
| A1165.101 District Attorney, Salaries | $27,500. |

At your earliest convenience, please submit this request to the Board of Legislators for their approval.

If you have any questions or concerns, please contact me.

Thank you.

Very truly yours,

Scott D. McNamara
Oneida County District Attorney

se
cc: Hon. Gerald J. Fiorini, Chairman
Hon. George Joseph, Majority Leader
Hon. Frank Tallarino, Minority Leader
Hon. Les Porter, Chairman, Ways & Means Comm.
Hon. Richard A. Flisnik, Chairman, Public Safety
Thomas Keeler, Budget Director

Office of the Sheriff

County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

*Sheriff Robert M. Maciol*

October 1, 2014

FN 20 14357

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:

I am requesting approval for a Lease Agreement between the Sheriff's Office and Hall and Hall Properties, Inc. for the storage of our five boats and three jet skis for the winter months.

According to the enclosed Lease Agreement, Hall and Hall Properties will charge the Sheriff's Office $2,600.00 for the period between October 1, 2014 and June 1, 2015, for the use of space in their storage facility located at 6294 Egan Road in Oriskany Falls. This facility is heated and is easily accessible. **This Lease Agreement requires Board approval at the Board's next meeting date.**

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

Sincerely,

Robert M. Maciol
Oneida County Sheriff

RECEIVED
OCT 22 2014

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

Anthony J. Picente, Jr.
County Executive

Date 10/21/14

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

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

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

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

**Oneida County Department/Office:** Sheriff's Office

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

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name of Proposing Organization:** Hall and Hall Properties, Inc..
**Title of Activity or Service:** Lease Agreement

**Proposed Dates of Operation:** 10/1/14-6/1/15

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

**Summary Statements**

1) **Narrative Description of Proposed Services:** Winter Storage of 5 Boats and 3 Jet Skis

2) **Program/Service Objectives and Outcomes:** To store our summer fleet of Marine Patrol vehicles

3) **Program Design and Staffing: n/a**

**Total Funding Requested:** $2,600.00

**Account #:** 3120.417

**Oneida County Dept. Funding Recommendation:** Recommend approval.

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

**Oneida County Department/Office Staff Comments:** This storage space is heated and easily accessible for our Marine Patrol

# LEASE AGREEMENT

**THIS AGREEMENT**, made and entered into, by and between the Oneida County Sheriff, a public officer duly elected under the laws of the State of New York, with offices located at 6065 Judd Road, Oriskany, New York, 13424, the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, hereinafter referred to as "TENANT" and HALL & HALL PROPERTIES, INC., with offices located at 3710 Pickett Road, Madison, NY 13402, hereinafter referred to as "LANDLORD".

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**SCOPE OF SERVICES:** The LANDLORD grants TENANT permission to store vehicles, boats on a boat trailer or on blocks provided by TENANT, recreational vehicles, or on trailers (motorhomes), collectively called the "stored property" in an area to be designated by LANDLORD.

**PREMISES:** The LANDLORD shall assign a storage area in the storage facility located at 6294 Egan Road, Oriskany Falls, NY 13425 to provide dry storage for the following vehicles:

1. 2008 – 26' Parker, outboard (HIN 5A4HDT12782050700)
2. 2008 – 24' McKee, twin outboard (HIN MKC24216E708)
3. 2008 – 22' McKee, single outboard (HIN MKC22164F708)
4. 2000 – 20' Starcraft, outboard 2 cycle (HIN STR54362C000)
5. 2003 – 19' Starcraft, outboard 4 cycle (HIN STR67589D203)
6. 2006 – Bombardier Jet Ski, 4 cycle engine (HIN YDV03292A606)
7. 2010 – Sea Doo, GTX 155 with trailer (HIN YDV15621D010)
8. 2009 - Kawasaki Jet Ski (HIN KAW50101F809) with trailer (VIN5A4XJR12Y2011477)

**TERM:** The Lease will begin on October 1, 2014 and terminate on June 1, 2015.

**PAYMENT:** TENANT agrees to pay LANDLORD the sum of Two Thousand Six Hundred Dollars ($2,600.00) for storage fees for all of those items listed herein. The full amount shall be payable no later than thirty days following the signing of this Agreement.

**INSURANCE:** TENANT acknowledges that it is solely responsible for appropriate insurance coverage in the event of damage sustained while in storage at the LANDLORD'S facility.

**MAINTENANCE:** TENANT is prohibited from performing any work on the stored property other than normal interior and exterior cleaning and waxing. No repairs, engine work, mechanical work, fiberglass work, construction or painting is allowed in the storage area.

**DANGEROUS OR HAZARDOUS MATERIALS:** TENANT is prohibited from causing any dangerous or adverse environmental condition or fire hazard. No toxic chemicals or substances shall be utilized or stored on the LANDLORD'S property. All holding tanks must be emptied before placing a boat or trailer in the area. No cleaning emptying or dumping of holding tanks is permitted while the boat or trailer is on storage property.

**PROHIBITED EQUIPMENT:** TENANT is prohibited from using any mechanical or electrical equipment or engines on the property at any time during which property is stored on LANDLORD'S property.

**ASSINGMENT and SUBLEASE:** TENANT is prohibited from assigning TENANT's rights under this Agreement to any other persons or entity.

**TERMINATION:** LANDLORD reserves the right to terminate this Agreement if, in the sole judgment of the LANDLORD, TENANT failed to comply with the terms and conditions of this Agreement. In the event LANDLORD terminates this Agreement, TENANT shall be responsible to remove the stored property from the storage facility within five days of the date on which LANDLORD shall mail written notice by first class postage to the TENANT.

**ENTIRE AGREEMENT:** This Agreement contains all terms and conditions of the Agreement between LANDLORD and TENANT. No modification of this Agreement shall be binding upon either party unless such modification is made in writing and signed by both LANDLORD and TENANT. Attached hereto and made a part hereof is an Addendum used in all Agreements with Oneida County.

**IN WITNESS WHEREOF**, the County, the Sheriff, and the District have signed this Agreement on the date respectively stated below.

For Oneida County:

PLEA

_____ _____

Anthony J. Picente, Jr. Date
County Executive

For the Oneida County Sheriff's Office:

_____ 10/1/14

Robert M. Maciol Date
Oneida County Sheriff

For Hall and Hall Properties, LLC

_____ 9/30/14

Michael Hall Date

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

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

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

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

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

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

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

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

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

_____

_____

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

c. The Contractor shall:

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

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

d. The Contractor agrees that this contract may be amended if any of the following events occurs:
   1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
   2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
   3. There is a material change in the business practices and procedures of the County.

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

**5. Non-Assignment Clause.**

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

## 6. Worker's Compensation Benefits.

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

## 7. Non-Discrimination Requirements.

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

## 8. Wage and Hours Provisions.

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

## 9. Non-Collusive Bidding Certification.

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

## 10. Records.

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

## 11. Identifying Information and Privacy Notification.

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

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

## 12. Conflicting Terms.

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

## 13. Governing Law.

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

## 14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

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

## 16. Gratuities and Kickbacks.

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

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

## 17. Audit

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

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

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

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

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

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

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

**County of Oneida**

By: _____

Oneida County Executive

**Contractor**

By: _____
Name:

Approved as to Form only

_____

Oneida County Attorney

Office of the Sheriff County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

*Sheriff Robert M. Maciol*

RECEIVED
OCT 21 2014
Oneida County Executive's Office

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

FN 20 14 - 358

PUBLIC SAFETY

WAYS & MEANS

October 15, 2014

Dear County Executive Picente,

I respectfully request a Supplemental Appropriation of $30,000 for fiscal year 2014 to cover the cost of correctional facility perimeter security upgrades. These security upgrades were recommended by the New York State Commission of Correction pursuant to the after-incident investigation of an inmate escape that occurred in October 2012. This investigation identified numerous fencing/concertina wire deficiencies and recommended corrective action to prevent future escapes. Therefore, I request that this supplemental appropriation be approved at the November Board meeting and be accomplished in the following manner:

| | |
|---|---|
| Transfer from Revenue Account: | |
| 3150R2268 – House Inmates from Other Jurisdictions | $30,000 |
| Transfer to Expense Account: | |
| 3151.493 – Jail Improvements | $30,000 |

I thank you for ~~your time~~ and attention to this matter. Please contact me if you have any questions, require clarification, or seek additional information to assist in your consideration of this request.

Sincerely,

Robert M. Maciol
Oneida County Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 10/21/14

Cc:
T. Keeler, Budget Director

**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

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

**CHIEF TRIAL COUNSEL**
*Leland D. McCormac III, Esq.*

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

# Oneida County Public Defender
## Criminal Division

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

**CHIEF APPELLATE COUNSEL**
*Patrick J. Marthage, Esq.*

**INVESTIGATOR'S OFFICE**
*James J. Laribee, Sr. Investigator*

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

Monday, October 6, 2014

FN 20 14 - 359
Reviewed and Approved for submittal to the Oneida County Board of Legislators by
PUBLIC SAFETY
WAYS & MEANS
Anthony J. Picente, Jr.
County Executive
Date 10/8/14

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

**Re: Certification of Section 606 Expenses**
Evan Adames, Damarion Archie, Rafael Arroyo, Jamie Baez, Lloyd E. Barnes, Jose Cabrera, Javier Carubias, Remulo Cepeda, William A. Cole, Tydrayll Coleman, Arthur J. Currie, Adam Davis, Tyler Emm, Giovanny Garcia, Ramon Hernandez, Jeffrey Hill, Paul S. Hurstel, Shazaad Husein, Terry, James, John Jenkins, Florentino Jimenez, Tajenee Johnson,James R. Kastenhuber, Damin Kelly, Orie Logan, Isa Martin, Edward J. Martin, Jr., Marlon O. Matos, Orlando McGregor, Justin E. Metott, Hector R. Morales, Huber E. Napier, William Nichols, Armando Ortiz, Luis Ortiz, Angel Pabon, Michael Personale, Henry Ramos, Colin M. Reap, Guillermo Rivera, Christopher Roberts, Frank Smith, Melquan J. Smith, Lorenzo J. Snow, Joseph Swaby, William Tirada, Miguel Valderas, Angel Velez, Aaron L. Vergari, Raheem T. Wilson, Thomas Zapeta and Faisal Zeeshan, being inmates of the State of New York.

Dear Mr. Picente:

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

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

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

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

Sincerely,

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

RECEIVED
OCT - 9 2014

PROPOSED RESOLUTION

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

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

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

WHEREAS, the Oneida County Public Defender, Criminal Division has certified to the Oneida County Board of Legislators that the expenses incurred by him while undertaking said legal representation amounted to the sum of **$46,918.98** for undertaking the legal defense of:

Evan Adames, Damarion Archie, Rafael Arroyo, Jamie Baez, Lloyd E. Barnes, Jose Cabrera, Javier Carubias, Remulo Cepeda, William A. Cole, Tydrayll Coleman, Arthur J. Currie, Adam Davis, Tyler Emm, Giovanny Garcia, Ramon Hernandez, Jeffrey Hill, Paul S. Hurstel, Shazaad Husein, Terry, James, John Jenkins, Florentino Jimenez, Tajenee Johnson,James R. Kastenhuber, Damin Kelly, Orie Logan, Isa Martin, Edward J. Martin, Jr., Marlon O. Matos, Orlando McGregor, Justin E. Metott, Hector R. Morales, Huber E. Napier, William Nichols, Armando Ortiz, Luis Ortiz, Angel Pabon, Michael Personale, Henry Ramos, Colin M. Reap, Guillermo Rivera, Christopher Roberts, Frank Smith, Melquan J. Smith, Lorenzo J. Snow, Joseph Swaby, William Tirada, Miguel Valderas, Angel Velez, Aaron L. Vergari, Raheem T. Wilson, Thomas Zapeta and Faisal Zeeshan, being inmates of the State of New York.

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

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

**In the Matter of the Claim of the**

**Oneida County Public Defender, Criminal Division**

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

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

STATE OF NEW YORK ) ss:
COUNTY OF ONEIDA )

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

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

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

3. The following times and dates represent legal services provided by this office on behalf of the following inmates, to wit: Evan Adames, Damarion Archie, Rafael Arroyo, Jamie Baez, Lloyd E. Barnes, Jose Cabrera, Javier Carubias, Remulo Cepeda, William A. Cole, Tydrayll Coleman, Arthur J. Currie, Adam Davis, Tyler Emm, Giovanny Garcia, Ramon Hernandez, Jeffrey Hill, Paul S. Hurstel, Shazaad Husein, Terry, James, John Jenkins, Florentino Jimenez, Tajenee Johnson,James R. Kastenhuber, Damin Kelly, Orie Logan, Isa Martin, Edward J. Martin, Jr., Marlon O. Matos, Orlando McGregor, Justin E. Metott, Hector R. Morales, Huber E. Napier, William Nichols, Armando Ortiz, Luis Ortiz, Angel Pabon, Michael Personale, Henry Ramos, Colin M. Reap, Guillermo Rivera, Christopher Roberts, Frank Smith, Melquan J. Smith, Lorenzo J. Snow, Joseph Swaby, William Tirada, Miguel Valderas, Angel Velez, Aaron L. Vergari, Raheem T. Wilson, Thomas Zapeta and Faisal Zeeshan, being inmates of the State of New York.

A true and accurate copy of the indictment follows the itemization of expenses for each inmate.

TOTAL OF EXPENSES

| | |
|---|---|
| People v.Evan Adames | $2,446.19 |
| People v.Damarion Archie | $207.20 |
| People v. Rafael Arroyo | $226.90 |
| People v. Jamie Baez | $1,119.28 |
| People v. Lloyd E. Barnes | $113.45 |
| People v. Jose Cabrera | $2,986.25 |
| People v. Javier Carrubias | $113.45 |
| People v. Remulo Cepeda | $1,246.27 |
| People v. William A. Cole | $791.07 |
| People v. Tydrayll Coleman | $760.02 |
| People v. Arthur J. Currie | $113.45 |
| People v. Adam Davis | $1,588.17 |
| People v. Tyler Emm | $324.40 |
| People v. Giovanny Garcia | $618.31 |
| People v. Ramon Hernandez | $2,327.99 |
| People v. Jeffrey Hill | $457.08 |
| People v. Paul S. Hurstel | $536.88 |
| People v. Shazaad Husein | $264.40 |
| People v. Terry James | $3,845.30 |
| People v. John Jenkins | $824.07 |
| People v. Florentino Jimenez | $1,228.92 |
| People v. Tajenee Johnson | $113.45 |
| People v. James R. Kastenhuber | $1,190.67 |
| People v. Damin Kelley | $552.94 |
| People v. Orie Logan | $924.02 |
| People v. Edward J. Martin, Jr. | $450.39 |

| | | |
|---|---|---|
| People v. Isa Martin | | $113.45 |
| People v. Marlon O. Matos | | $488.42 |
| People v. Orlando McGregor | | $579.97 |
| People v. Justin E. Metott | | $113.45 |
| People v. Hector R. Morales | | $301.90 |
| People v. Huber E. Napier | | $584.64 |
| People v. William Nichols | | $232.81 |
| People v. Armando Ortiz | | $1,767.88 |
| People v. Luis Ortiz | | $1,869.20 |
| People v. Angel Pabon | | $271.69 |
| People v. Michael Personale | | $900.86 |
| People v. Henry Ramos | | $774.25 |
| People v. Colin M. Reap | | $2,552.39 |
| People v. Guillermo Rivera | | $555.05 |
| People v. Christopher Roberts | | $903.75 |
| People v. Frank Smith | | $444.40 |
| People v. Melquan J. Smith | | $968.86 |
| People v. Lorenzo J. Snow | | $3,359.87 |
| People v. Joseph Swaby | | $113.45 |
| People v. William Tirada | | $113.15 |
| People v. Miguel Valderas | | $1,202.60 |
| People v. Angel Velez | | $339.40 |
| People v. Aaron L. Vergari | | $885.09 |
| People v. Raheem T. Wilson | | $1,560.63 |
| People v. Thomas Zapeta | | $313.15 |
| People v. Faisal Zeeshan | | $238.15 |
| | **TOTAL** | **$46,918.98** |

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

Dated: October 6, 2014

Frank J. Nebush, Jr.

Subscribed and sworn to before me this

6th day of October, 2014

Karrie L. Livingston

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

AC92 (Rev. 6/94)

State Of New York

SEE INSTRUCTIONS BEFORE COMPLETING

# STANDARD VOUCHER

Voucher Number

| ①Originating Agency (limit to 30 spaces) | Orig. Agency Code | Interest Eligible (Y/N) | ②P-Contract |
|---|---|---|---|
| Oneoda County Office of The Public Defender | | | |

| Payment Date (MM/DD/YY) | OSC Use Only | Liability Date (MM/DD/YY) |
|---|---|---|
| | | |

| ③Payee ID | Additional | Zip Code | Route | Payee Amount | MIR Date (MM/DD/YY) |
|---|---|---|---|---|---|
| | 000 | 13501 | | | |

| ④Payee Name (limit to 30 spaces) | IRS Code | IRS Amount |
|---|---|---|
| COMPTROLLER | | |

| Payee Name (limit to 30 spaces) | Stat. Type | Statistic | Indicator-Dept. | Indicator-Statewide |
|---|---|---|---|---|
| ONEIDA COUNTY | | | | |

| Address (limit to 30 spaces) | ⑤Ref/Inv. No. (Limit to 20 spaces) |
|---|---|
| 800 PARK AVE | A2204 Pub Def Sec 606 |
| Address (limit to 30 spaces) | Ref/Inv. Date (MM/DD/YY) |
| | 10/06/2014 |

| City (Limit to 20 spaces) (Limit to 2 spaces)→ | State | Zip Code | |
|---|---|---|---|
| UTICA | NY | 13501 | A2204 Public Defender / Criminal Division |

| ⑥Purchase Order No. and Date | Description of Material/Service<br>If items are too numerous to be incorporated into the block below, use Form AC 93 and carry total forward. | Quantity | Unit | Price | Amount |
|---|---|---|---|---|---|
| | Reimbursement claim for representing State inmates Pursuant to Section 606 of Correction Law & Title 7, Part 410 of NYCRRR | | | | $46,918.98 |

**⑦Payee Certification**

I certify that the above bill is just, true and correct; that no part thereof has been paid except as stated and that the balance is actually due and owing, and that taxes from which the State is exempt are excluded.

→ _____ COMPTROLLER

Payee's Signature in Ink — Title

ONEIDA COUNTY

Date — Name of Company

| | |
|---|---|
| **Total** | $46,918.98 |
| **Discount %** | |
| **Net** | $0.00 |

**FOR AGENCY USE ONLY**

Merchandise Received

Date

Page No.

By

I certify that this voucher is correct and just, and payment is approved, and the goods or services rendered or furnished are for use in the performance of the official functions and duties of this agency.

_____ Authorized Signature in Ink

Date — Title

**STATE COMPTROLLER'S PRE-AUDIT**

Verified

Audited

Special Approval (as Required)

CERTIFIED FOR PAYMENT OF TOTAL AMOUNT

By

| Expenditure | | | | | | | | Liquidation | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Cost Center Code | | | | Object | Accum | | Amount | Orig. Agency | PO/Contract | Line | F/P |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

**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**

September 25, 2014

FN 20 14-360

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 the Board of Legislator's 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, 2015 and terminate December 31, 2015.

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

Sincerely,

Michael J. Romano
Director

MJR/mac

Enclosures

RECEIVED
OCT 22 2014

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

Anthony J. Picente, Jr.
County Executive

Date 10/21/14

**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, 2015 - December 31, 2015**

**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: $70,000.00**

**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:** Fifth 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 "**COUNTY**".

**WHEREAS,** the **COUNTY** is charged with the responsibility of administering the Federal Older Americans Act, 1965 as amended 1992 (PL102-375), funds in the County of Oneida, State of New York; and

**WHEREAS**, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, and County of Oneida funds.

**WHEREAS**, the **COUNTY** has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the **COUNTY;** and

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

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

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

1. **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 insurance required by this Agreement.

   C. The **CONTRACTOR** agrees to utilize funds though this Agreement to subcontract with community agencies of the consumers choosing. The **CONTRACTOR** agrees to provide goods and services selected by the consumer and their caregiver, to be purchased out of the consumers individual care budget, and listed in the consumer's self-directed plan of care.

   D. The **CONTRACTOR** agrees to utilize funds for the printing of flyers, brochures and family education materials deemed necessary and approved by the **COUNTY**.

2. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all parties that the **COUNTY** will reimburse the **CONTRACTOR** in accordance with the terms and conditions of this Agreement and Title III of the Older Americans Act.

B. The **COUNTY** agrees to reimburse the **CONTRACTOR** for program expenses, with total payments not to exceed seventy thousand dollars **($70,000.00).**

C. The **COUNTY** 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:

| Date | Payment |
|---|---|
| • January 1, 2015 | $19,075.00 |
| • April 1, 2015 | $16,975.00 |
| • July 1, 2015 | $16.975.00 |
| • October 3, 2015 | $16,975.00 |

3. **TERM OF AGREEMENT**

A. The terms and conditions of this Agreement **commence January 1, 2015 terminate December 31, 2015.**

4. **STANDARD ASSURANCES**

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Federal Administration on Aging, the New York State Office for the Aging (SOFA), and the County of Oneida, as more fully described in **APPENDIX A.**

B. The **CONTRACTOR** shall clearly provide clients an opportunity to confidentially and voluntarily contribute to the cost of the services received through this Agreement.

C. The **CONTRACTOR** agrees to hire qualified persons as specified in the respective job description(s), and to maintain the number of staff workers specified in the personnel section of the proposal.

D. When appropriate, the **CONTRACTOR** shall attempt to recruit volunteers into the program to assist staff and clients.

E. The **CONTRACTOR** shall obtain, and submit to the **COUNTY**, three (3) copies of mutually signed, written Agreements existing between the **CONTRACTOR** and other service providers providing support to this contracted program.

F. The **CONTRACTOR** understands that all equipment acquired with funds through this agreement shall remain the property of the **COUNTY**; and if the contract and/or program is

terminated, the **COUNTY** shall issue a claim to said equipment in accordance with the Code of Federal Regulations 45-74, as amended 1980.

G. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials funded by this Agreement, including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, and County of Oneida funds will give due recognition to the Federal 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 such printed or published materials should be forwarded by the **CONTRACTOR** to the **COUNTY** at the end of each month.

5. **NEW YORK STATE OFFICE FOR THE AGING (NYSOFA) TERMS AND CONDITIONS**

A. The **CONTRACTOR** agrees that all its activities under this contract, shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and Program Standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

- Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)
- Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92]
- Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
- Older Americans Act
- Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)
- Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)
- Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors)
- Equal Access to Services and Targeting Policy (12-PI-08)
- Elder Law

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging (AAA) for

providing services to the above groups within the PSA. The **CONTRACTOR** agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

C. The **CONTRACTOR** shall inform persons with Limited English Proficiency of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The **CONTRACTOR** shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent possible, the **CONTRACTOR** agrees that it and any subcontractors will perform all work in accordance with the terms of the **COUNTY'S** Annual Implementation Plan (AIP). The **COUNTY** agrees to make the Annual Plan available to the **CONTRACTOR**.

E. The **CONTRACTOR** agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the **CONTRACTOR** shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with Limited English Proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas within the planning and service area.

6. **GRIEVANCE PROCEDURES**

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

7. **FISCAL REQUIREMENTS**

A. The **CONTRACTOR** shall keep all **COUNTY** funds separate; further, state and federal funds shall not be used as local share (match) for the programs and services provided through this Agreement.

B. The **CONTRACTOR** will submit a written request and receive written approval from the **COUNTY** for any budget revisions. It is understood and agreed by the **CONTRACTOR**

that any and all costs incurred 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 **COUNTY** Voucher Instructions which are found in the attached **APPENDIX C**.

D. The **CONTRACTOR** shall report to the **COUNTY** 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 **COUNTY** shall conduct periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has been a **CONTRACTOR** for two (2) years or more. A copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.

I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when the Agreement concludes or is terminated.

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the Code of Federal Regulations 45-74, as amended 1980.

8. **INSURANCE COVERAGE REQUIREMENTS**

A. The **CONTRACTOR** agrees that it shall defend, indemnify and hold harmless the Agency and the **COUNTY** from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the **CONTRACTOR** and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

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

C. The **CONTRACTOR** agrees that it will, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars ($1,000,000.00). The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named **ADDITIONAL INSURED**, as its interest may appear, and to provide the **COUNTY** with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the **COUNTY** as an **ADDITIONAL INSURED** and to provide that such coverage shall not be terminated without written prior notice to the **COUNTY** of at least thirty (30) days.

D. The **CONTRACTOR** shall maintain a professional liability policy and will provide the Agency with proof of coverage in the amount of $2,000,000 per incident and $2,000,000 aggregate. The **CONTRACTOR** shall also maintain general liability insurance and will provide the Agency with proof of coverage in the amount of $2,000,000 per incident and $2,000,000 aggregate. The **CONTRACTOR** agrees to have Oneida County and the Agency named **ADDITIONAL INSURED(S)** on the general liability policy and to provide the **COUNTY** with certificates from said insurance company or companies showing the proof of insurance as stated heretofore, and to provide that such coverage shall not be terminated without written prior notice to the **COUNTY** of at least thirty (30) days.

E. The **CONTRACTOR** shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York.

9. <u>REPORTING REQUIREMENTS</u>

A. The **CONTRACTOR** shall, pursuant to the requirements of **COUNTY** Title III B funded programs, comply with the Definition of Services, April 2011, as established by the New York State Office for the Aging (96-PI-43).

B. The **CONTRACTOR** shall provide the **COUNTY** 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 **COUNTY** shall have access to the client records upon request.

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

E. The **CONTRACTOR** shall submit a final Program Summary Report to the **COUNTY** within thirty (30) days of the end of the program year; the report shall cover the achievement of program goals and objectives.

10. **COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** agrees to utilize the **COUNTY** as the single point of entry for referral of services for the elderly and disabled individuals in Oneida County

B. The **CONTRACTOR** and the **COUNTY** agree to coordinate service activities and referrals with other service providers to ensure that older residents of Oneida County with the greatest economic and social needs (target groups) are being met.

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 **COUNTY,** when information sharing between agencies is crucial to the client's well-being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

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

11. **AGREEMENT CANCELLATION**

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

B The **CONTRACTOR** and the **COUNTY** reserve the right to cancel the Agreement upon sixty (60) days written notice to the other party.

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

**COUNTY** and shall be returned to the **COUNTY** within the thirty (30) day final accounting period.

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

12. **NO CLAIM FOR DAMAGES**

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

13. **TERMS OF AGREEMENT**

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

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

**CONTRACTOR**

_____ _____

Kenneth Abramczyk, President
Greater Mohawk Valley Community and
Elder Wellness Council, Inc. (CEWC)

Date

**COUNTY OF ONEIDA**

_____ _____

Anthony J. Picente, Jr. County Executive

Date

**OFFICE FOR THE AGING**

_____ _____

Michael J. Romano, Director

Date

**Approved As To Form ONLY:**

**ONEIDA COUNTY ATTORNEY**

BY:_____

# APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
45 CFR Part 93 (New Restrictions on Lobbying)
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of 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
2014-2015
**Voucher Instructions**
**For Units of Services Contracts**

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care

2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).

3. **Date:** List month this claim covers.

4. **Vendor's Invoice Number:** leave blank

5. **Quantity/Description of Material or Service/Unit Price/Amount:**
   - ✓ State the number of units of service and the description of services performed during the month.
   - ✓ List the Unit Price as stated in the Contract Budget.
   - ✓ Place the amount (Units X Unit Price) in the Amount column.
   - ✓ Place the amount to be reimbursed in the Total block.
   - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.

6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.

7. **Voucher Backup**
   - ✓ Attach CAARS monthly report.
   - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
   - ✓ Attach appropriate backup:
     - Payroll certification sheets and time sheets signed by Agency employee.
     - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
     - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
     - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
     - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

8. **Timely Submissions:**
   - ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
   - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
   - ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. **Changes To The Budget** (including personnel):
   - ✓ Submit a Budget Revision and a justification for the change.

10. **Technical Assistance:**
    - ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

      Susie Perritano, Accounting Supervisor

# ADDENDUM

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

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

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

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

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

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

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

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

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

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

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

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85 Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
   d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

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

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

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

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

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

_____

_____

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

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

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

When applicable to the services provided pursuant to the Contract:

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for

Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

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

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

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

2. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

5. Make available protected health information in accordance with 45 CFR § 164.524;

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;

7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

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

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

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

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

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

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

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

**5. Non-Assignment Clause.**

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

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

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

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

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

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

**10. Records.**

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

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

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

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

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

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

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

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

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

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

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

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

or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

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

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

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

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

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

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

**COUNTY OF ONEIDA**

By:_____
Oneida County Executive

**CONTRACTOR**

By:_____
Name

**Approved as to Form ONLY**
**ONEIDA COUNTY ATTORNEY**

**By:** _____

**Oneida County**
**Office for the Aging & Continuing Care**

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

**Michael J. Romano**
**Director**

**120 Airline Street – Suite 201, Oriskany, NY 13424** **Phone 315-798-5456** **Fax 315-798-6444** **E-mail.ofa@ocgov.net**

October 2, 2014

FN 20 14-361

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

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Contract Agreement between the Oneida County Office for the Aging/Office of Continuing Care, and the Senior Citizens Council of Rome, New York, Inc., located at Ava Dorfman Senior Center, for the Board of Legislator's review and approval.

This Agreement is for the provision of Adult Day Services which will provide community based long term care services to the frail and elderly and save taxpayer dollars by preventing premature nursing home placement. The total amount of this Agreement is $56,500.00. This consists of 75% ($42,375.00) State funds and 25% ($14,125.00) County dollars. This contract commences January 1, 2015 and terminates December 31, 2015.

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

Sincerely,

Michael J. Romano
Director

MJR/mac

Enclosures

RECEIVED
OCT 22 2014

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

Anthony J. Picente, Jr.
County Executive

Date 10/21/14

**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:** **Senior Citizens Council of Rome, NY, Inc.**
**Ava Dorfman Senior Center**

**Title of Activity or Service:** Social Adult Day Care

**Proposed Dates of Operation:** **January 1, 2015 through December 31, 2015**

**Client Population/Number to be Served:** Frail elderly age 60+ with functional impairment;

**Summary Statements:**

1) **Narrative Description of Proposed Services.**
Social Model Adult Day Services is a structured five hour, five day a week adult day care that serves frail elderly individuals in a supervised group setting. The program is in compliance with the New York State Regulations for Social Adult Day Care. Eligible participants must be age 60 or older and functionally impaired, meaning needing assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring. and eating; or needing supervision due to cognitive and /or psycho-social impairment. Services include a noon meal and transportation to and from the program

2) **Program/Service Objectives and Outcomes.**
- To provide 5-hour per weekday adult day care programming
- To provide noon meal and transportation
- To provide services that include socialization, supervision and monitoring, personal care, nutrition, appropriate activities- maintenance and enhancement of daily living skills, caregiver assistance and transportation.
- To provide intergenerational programming to ensure a mutually beneficial social opportunity for program participants and area youth

3) **Program Design and Staffing Level**
Each adult day service provider will serve OFA authorized participants with a structured 5-hour program that meets the NY State regulations. Each site will have a coordinator and sufficient staff, both paid and volunteer, to supervise participants in a safe environment, and the staff will provide appropriate activities and therapies that will enhance the participant's general wellbeing.

**Oneida County Department Funding Recommendation:** $ 60.00 /day total

**Proposed Funding Source (Federal/State/County):** **$56,500.00** **ACCT A6772.495.116**

Federal: $0 State: $ 42,375.00 (75%) **County: $ 14,125.00 (25%)**

**Cost per Client Served:** $60.00 per client per five hour day

**Past Performance Data:** The Ava Dorfman Senior Citizens Civic Center has provided social adult day care since 1992.

# AGREEMENT

This is an Agreement by and between the **SENIOR CITIZENS COUNCIL OF ROME, NEW YORK, INC,** service location at 305 East Locust Street, Rome, New York 13440, hereinafter known as "**CONTRACTOR**"; and **ONEIDA COUNTY OFFICE FOR THE AGING/OFFICE OF CONTINUING CARE,** located at 120 Airline Street, Suite 201, Oriskany, NY 13424 hereinafter known as the "**COUNTY**".

**WITNESSETH:**

**WHEREAS**, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal AOA-Older Americans Act Title III, Title V, NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, MIPPA/SHIP, and County of Oneida funds.

**WHEREAS**, the **COUNTY** has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the **COUNTY**; and

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

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

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

1. **SOCIAL ADULT DAY CARE SERVICES**

A. The **CONTRACTOR** agrees as part of the terms and conditions of this Agreement to comply with the State of New York's Social Adult Day Care Regulations, Executive Law, Article 19-J, Part 6656, effective January 1, 1995, and to comply with the **COUNTY's** 2000 Policy and Procedure Manual.

B. The **CONTRACTOR** agrees to provide Social Model Adult Day Services to frail individuals as authorized by the **COUNTY** and its designated agents. The target population served by this Agreement are Oneida County residents who are age sixty (60) years or older who are living independently in the community with emphasis on older individuals who are: 1) residing in rural areas, 2) with greatest economic need (with particular attention to low-income minority individuals); 3) with greatest social need (with particular attention to low-income minority individuals); 4) with severe disabilities; and 5) with Alzheimer's disease or related disorder with neurological and organic brain dysfunction (and the caretakers of such individuals).

C. The **CONTRACTOR** agrees to provide services in Oneida County.

D. The **CONTRACTOR** agrees to provide Social Adult Day Services as defined by the 1995 Social Adult Day Care Program Regulations, Executive Law, Article 19-J Part 6656:

1. A structured, comprehensive program which provides functionally impaired individuals with the required components of socialization; supervision and monitoring; personal care; and nutrition in a protective setting during any part of the day, but for less than a 24-hour period;
2. "Functionally impaired" means needing the assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring, or eating; or needing supervision due to cognitive and/or psycho-social impairment.
3. "Nutrition" means providing nutritious meals for participants who are attending the program at normal meal times; meals are to be consistent with the standards set forth in the Regulations for a Nutrition Program for the Elderly site and as established by the Area Agency on Aging; and offering snacks and liquids for all participants at appropriate times.

E. The **CONTRACTOR** agrees that all participants will receive services only in accordance with an individualized **written** Service Plan that is based on the COMPASS assessment, and will specify the individual participant outcomes expected from the provision of social adult day care services; and the Service Plans will be reevaluated at a minimum annually.

2. **OTHER SPECIFICATIONS**

A. As specified in State of New York's Social Adult Day Care Program Regulations, all of the **CONTRACTOR's** adult day care personnel, both paid and volunteer, will attend six (6) hours of training annually, and new program employees or volunteers will receive at least twenty hours of group, individual and/or on-the-job training.

B. The **CONTRACTOR's** personnel should keep abreast of new developments in the field of Gerontology and community based social adult day care; attendance at relevant local, state or national training is encouraged.

C. The **CONTRACTOR** and **COUNTY** agree to hold periodic coordinating meetings as needed.

D. The **CONTRACTOR** and **COUNTY** agree to work cooperatively to develop comprehensive adult day services for Oneida County.

E. The **CONTRACTOR** agrees to make a good faith effort to recruit interns from the local colleges' student intern programs.

3. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all parties that the **COUNTY** will reimburse the **CONTRACTOR** for Social Adult Day Care Services which are provided in accordance with the terms

and conditions of this Agreement and the Community Services for the Elderly Program (CSEP) and the Caregiver Support IIIE grants.

B The **COUNTY** agrees to reimburse the **CONTRACTOR $60.00 per day ($6.00 per ½ hour or $12.00 per hour)** which will include program, meals and transportation. A full day of programming is defined as five (5) hours, but the **CONTRACTOR** may bill in ½ hour increments when the client is attending less than five (5) hours per day. The total payments for this contract will not exceed **$56,500.00.**

C. The **COUNTY** funds are contingent upon availability of State and County of Oneida funding; reimbursement is payable in twelve (12) monthly vouchers as specified in the Voucher Instructions.

4. **TERM OF AGREEMENT**

A. The **CONTRACTOR** agrees that this Agreement will not be subcontracted or assigned. **The terms and conditions of this Agreement will commence January 1, 2015 and terminate December 31, 2015.**

5. **STANDARD ASSURANCES**

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Federal Administration on Aging, the New York State Office for the Aging (SOFA), and the County of Oneida, as more fully described in **APPENDIX A**

B. The **CONTRACTOR** shall clearly provide clients an opportunity to confidentially and voluntarily contribute to the cost of the services received through this Agreement.

C. The **CONTRACTOR** agrees to hire qualified persons as specified in the respective job description(s), and to maintain the number of staff workers specified in the personnel section of the proposal. If personal care services are provided, these will be performed by an individual who holds a Personal Care Aide, or Certified Nurse's Aide certificate.

D. When appropriate, the **CONTRACTOR** shall attempt to recruit volunteers into the program to assist staff and clients.

E. The **CONTRACTOR** shall obtain, and submit to the **COUNTY**, three (3) copies of mutually signed, written Agreements existing between the **CONTRACTOR** and other service providers providing support to this contracted program.

F. The **CONTRACTOR** understands that all equipment acquired with funds through this agreement shall remain the property of the **COUNTY**; and if the contract and/or program is terminated, the **COUNTY** shall issue a claim to said equipment in accordance with the Code of Federal Regulations 45-74, as amended 1980.

G. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials funded by this Agreement, including Federal AOA-Older Americans Act Title

III, Title V, Title VII; NYSOFA - EISEP, CSEP/IIIE, CSI, SNAP, HIICAP, and County of Oneida funds will give due recognition to the Federal 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 such printed or published materials should be forwarded by the **CONTRACTOR** to the **COUNTY** at the end of each month.

6. **NEW YORK STATE OFFICE FOR THE AGING (NYSOFA) TERMS AND CONDITIONS**

A. The **CONTRACTOR** agrees that all its activities under this contract, shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and Program Standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

- Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)
- Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92]
- Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
- Older Americans Act
- Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)
- Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)
- Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors)
- Equal Access to Services and Targeting Policy (12-PI-08)
- Elder Law

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging (AAA) for providing services to the above groups within the PSA. The **CONTRACTOR** agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for

complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

C. The **CONTRACTOR** shall inform persons with Limited English Proficiency of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The **CONTRACTOR** shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent possible, the **CONTRACTOR** agrees that it and any subcontractors will perform all work in accordance with the terms of the **COUNTY'S** Annual Implementation Plan (AIP). The **COUNTY** agrees to make the Annual Plan available to the **CONTRACTOR**.

E. The **CONTRACTOR** agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the **CONTRACTOR** shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with Limited English Proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas within the planning and service area.

7. **GRIEVANCE PROCEDURES**

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

8. **FISCAL REQUIREMENTS**

A. The **CONTRACTOR** shall keep all **COUNTY** funds separate; further, state and federal funds shall not be used as local share (match) for the programs and services provided through this Agreement.

B. The **CONTRACTOR** will submit a written request and receive written approval from the **COUNTY** for any budget revisions. It is understood and agreed by the **CONTRACTOR** that any and all costs incurred 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 **COUNTY** Voucher Instructions which are found in the attached **APPENDIX C**.

D. The **CONTRACTOR** shall report to the **COUNTY** 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 **COUNTY** shall conduct periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has been a **CONTRACTOR** for two (2) years or more. A copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.

I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when the Agreement concludes or is terminated.

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the Code of Federal Regulations 45-74, as amended 1980.

9. **INSURANCE COVERAGE REQUIREMENTS**

A. The **CONTRACTOR** agrees that it shall defend, indemnify and hold harmless the Agency and the **COUNTY** from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the **CONTRACTOR** and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

B. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its agents; servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the County of Oneida and the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the

**CONTRACTOR,** its officers, trustees, agents, servants, volunteers or independent subcontractors. The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the **CONTRACTOR** or not.

C. The **CONTRACTOR** agrees that it will, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars ($1,000,000.00). The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named **ADDITIONAL INSURED**, as its interest may appear, and to provide the **COUNTY** with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the **COUNTY** as an **ADDITIONAL INSURED** and to provide that such coverage shall not be terminated without written prior notice to the **COUNTY** of at least thirty (30) days.

D. The **CONTRACTOR** shall maintain a professional liability policy and will provide the Agency with proof of coverage in the amount of $2,000,000 per incident and $2,000,000 aggregate. The **CONTRACTOR** shall also maintain general liability insurance and will provide the Agency with proof of coverage in the amount of $2,000,000 per incident and $2,000,000 aggregate. The **CONTRACTOR** agrees to have Oneida County and the Agency named **ADDITIONAL INSURED(S)** on the general liability policy and to provide the **COUNTY** with certificates from said insurance company or companies showing the proof of insurance as stated heretofore, and to provide that such coverage shall not be terminated without written prior notice to the **COUNTY** of at least thirty (30) days.

E. The **CONTRACTOR** shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York.

10. **REPORTING REQUIREMENTS**

A. The **CONTRACTOR** shall, pursuant to the requirements of **COUNTY** Title III B funded programs, comply with the Definition of Services, April 2011, as established by the New York State Office for the Aging (96-PI-43).

B. The **CONTRACTOR** shall provide the **COUNTY** 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 **COUNTY** shall have access to the client records upon request.

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

E. The **CONTRACTOR** shall submit a final Program Summary Report to the **COUNTY** within thirty (30) days of the end of the program year; the report shall cover the achievement of program goals and objectives.

11. **COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** agrees to utilize the **COUNTY** as the single point of entry for referral of services for the elderly and disabled individuals in Oneida County

B. The **CONTRACTOR** and the **COUNTY** agree to coordinate service activities and referrals with other service providers to ensure that older residents of Oneida County with the greatest economic and social needs (target groups) are being met.

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 **COUNTY,** when information sharing between agencies is crucial to the client's well-being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

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

12. **AGREEMENT CANCELLATION**

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

B The **CONTRACTOR** and the **COUNTY** reserve the right to cancel the Agreement upon sixty (60) days written notice to the other party.

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

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

13. **NO CLAIM FOR DAMAGES**

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

14. **STANDARD ADDENDUM**

A. The **CONTRACTOR** agrees to comply with the County's Standard Clauses as set forth in the Addendum, which is attached hereto and made a part hereof as **APPENDIX D.**

15. **TERMS OF AGREEMENT**

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

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

**CONTRACTOR**

Tiffany Martin, Executive Director
Ava Dorfman Senior Citizens Civic Center
Senior Citizens Council of Rome, NY, Inc.

Date

**COUNTY OF ONEIDA**

Anthony J. Picente, Jr., County Executive

Date

**COUNTY**

Michael J. Romano, Director OFA/OCC

Date

Approved As To Form **ONLY:**
**ONEIDA COUNTY ATTORNEY**

BY:_____

# APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
- 45 CFR Part 74 (Administration of Grants)
- 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
- 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
- 45 CFR Part 93 (New Restrictions on Lobbying)
- 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
- 45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)

Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs250.42 and 250.12 (b))
Office of Management and Budget (OMB)
- OMB Circular A-87 (Cost Principles for State and Local Governments)
- OMB Circular A-95 (Clearinghouse Review)
- OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
- OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
- OMB Circular A-122 (Cost Principles for Non-profit Organizations)
- OMB Circular A-128 (Audits of State and Local Governments)
- OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)

Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19 - J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
**New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)**
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
**NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)**
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

# 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
2014-2015
**Voucher Instructions**
**For Units of Services Contracts**

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care

2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).

3. **Date:** List month this claim covers.

4. **Vendor's Invoice Number:** leave blank

5. **Quantity/Description of Material or Service/Unit Price/Amount:**
   - ✓ State the number of units of service and the description of services performed during the month.
   - ✓ List the Unit Price as stated in the Contract Budget.
   - ✓ Place the amount (Units X Unit Price) in the Amount column.
   - ✓ Place the amount to be reimbursed in the Total block.
   - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.

6. **Claimant's Certification:**
   Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.

7. **Voucher Backup**
   - ✓ Attach CAARS monthly report.
   - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
   - ✓ Attach appropriate backup:
     - Payroll certification sheets and time sheets signed by Agency employee.
     - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
     - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
     - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
     - Emergency Response Systems – (Original Invoice)

   Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

8. **Timely Submissions:**
   - ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
   - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
   - ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. **Changes To The Budget** (including personnel):
   - ✓ Submit a Budget Revision and a justification for the change.

10. **Technical Assistance:**
   - ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

# APPENDIX D

## ADDENDUM

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

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

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

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

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

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the

making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

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

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

1. The Contractor will or will continue to provide a drug-free workplace by:
   a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
   c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);

d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
   1. Abide by the terms of the statement; and
   2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

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

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
   1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

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

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

_____

_____

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

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

When applicable to the services provided pursuant to the Contract:

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.

**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**

September 25, 2014

FN 20 14-362

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 the Board of Legislator's 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, 2015 and terminate December 31, 2015

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

Sincerely,

Michael J. Romano
Director

MJR/mac

Enc.

RECEIVED
OCT 22 2014

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

Anthony J. Picente, Jr.
County Executive

Date 10/21/14

**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. (CEWC)**

**Title of Activity or Service: Community Living Program (CLP) -** 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 though Consumer Directed Budget Base Care Planning.

**Proposed Dates of Operation: January 1, 2015 – December 31, 2015**

**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: $50,000.00**

**Proposed funding Source (Federal/State/County):** Account # A6774.49599

Federal 0% - State 75% ($ 37,500.00) - **County 25 % ($12,500.00)**

**Cost per Client Served:** Approximately $1,923.00 per client.

**Past Performance Data:**

**Oneida County Department Staff Comments:**

# AGREEMENT

This is an Agreement by and between the **GREATER MOHAWK VALLEY COMMUNITY AND ELDER WELLNESS COUNCIL, INC. (CEWC)**, located at 120 Airline Street, Oriskany, New York 13424, hereinafter known as "**CONTRACTOR**"; and **COUNTY OF ONEIDA, OFFICE FOR THE AGING,** located at 120 Airline Street, Oriskany, New York, 13424, hereinafter known as the "**COUNTY** ".

**WHEREAS,** the **COUNTY** is charged with the responsibility of administering the Federal Older Americans Act, 1965 as amended 1992 (PL102-375), funds in the County of Oneida, State of New York; and

**WHEREAS**, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, and County of Oneida funds.

**WHEREAS**, the **COUNTY** has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the **COUNTY**; and

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

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

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

1. **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 insurance required by this Agreement.

   C. The **CONTRACTOR** agrees to utilize funds though this Agreement to subcontract with community agencies of the consumers choosing. The **CONTRACTOR** agrees to provide goods and services selected by the consumer and their caregiver, to be purchased out of the consumers individual care budget, and listed in the consumer's self-directed plan of care.

D. The **CONTRACTOR** agrees to utilize funds for the printing of flyers, brochures and family education materials deemed necessary and approved by the **COUNTY.**

2. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all parties that the **COUNTY** will reimburse the **CONTRACTOR** in accordance with the terms and conditions of this Agreement and Title III of the Older Americans Act.

B. The **COUNTY** agrees to reimburse the **CONTRACTOR** for program expenses, with total payments not to exceed fifty thousand dollars **($50,000.00).**

C. The **COUNTY** 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:

| Date | Payment |
|---|---|
| • January 1, 2015 | $ 13,625.00 |
| • April 1, 2015 | $ 12,125.00 |
| • July 1, 2015 | $ 12,125.00 |
| • October 3, 2015 | $ 12,125.00 |

3. **TERM OF AGREEMENT**

A. The terms and conditions of this Agreement **commence January 1, 2015 terminate December 31, 2015.**

4. **STANDARD ASSURANCES**

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Federal Administration on Aging, the New York State Office for the Aging (SOFA), and the County of Oneida, as more fully described in **APPENDIX A.**

B. The **CONTRACTOR** shall clearly provide clients an opportunity to confidentially and voluntarily contribute to the cost of the services received through this Agreement.

C. The **CONTRACTOR** agrees to hire qualified persons as specified in the respective job description(s), and to maintain the number of staff workers specified in the personnel section of the proposal.

D. When appropriate, the **CONTRACTOR** shall attempt to recruit volunteers into the program to assist staff and clients.

E. The **CONTRACTOR** shall obtain, and submit to the **COUNTY**, three (3) copies of mutually signed, written Agreements existing between the **CONTRACTOR** and other service providers providing support to this contracted program.

F. The **CONTRACTOR** understands that all equipment acquired with funds through this agreement shall remain the property of the **COUNTY**; and if the contract and/or program is terminated, the **COUNTY** shall issue a claim to said equipment in accordance with the Code of Federal Regulations 45-74, as amended 1980.

G. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials funded by this Agreement, including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, and County of Oneida funds will give due recognition to the Federal 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 such printed or published materials should be forwarded by the **CONTRACTOR** to the **COUNTY** at the end of each month.

5. **NEW YORK STATE OFFICE FOR THE AGING (NYSOFA) TERMS AND CONDITIONS**

A. The **CONTRACTOR** agrees that all its activities under this contract, shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and Program Standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

- Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)
- Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92]
- Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
- Older Americans Act
- Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)
- Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)
- Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors)

- Equal Access to Services and Targeting Policy (12-PI-08)
- Elder Law

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging (AAA) for providing services to the above groups within the PSA. The **CONTRACTOR** agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

C. The **CONTRACTOR** shall inform persons with Limited English Proficiency of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The **CONTRACTOR** shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent possible, the **CONTRACTOR** agrees that it and any subcontractors will perform all work in accordance with the terms of the **COUNTY'S** Annual Implementation Plan (AIP). The **COUNTY** agrees to make the Annual Plan available to the **CONTRACTOR**.

E. The **CONTRACTOR** agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the **CONTRACTOR** shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with Limited English Proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas within the planning and service area.

6. **GRIEVANCE PROCEDURES**

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

7. **FISCAL REQUIREMENTS**

A. The **CONTRACTOR** shall keep all **COUNTY** funds separate; further, state and federal funds shall not be used as local share (match) for the programs and services provided through this Agreement.

B. The **CONTRACTOR** will submit a written request and receive written approval from the **COUNTY** for any budget revisions. It is understood and agreed by the **CONTRACTOR** that any and all costs incurred 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 **COUNTY** Voucher Instructions which are found in the attached **APPENDIX C**.

D. The **CONTRACTOR** shall report to the **COUNTY** 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 **COUNTY** shall conduct periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has been a **CONTRACTOR** for two (2) years or more. A copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.

I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when the Agreement concludes or is terminated.

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the Code of Federal Regulations 45-74, as amended 1980.

8. **INSURANCE COVERAGE REQUIREMENTS**

A. The **CONTRACTOR** agrees that it shall defend, indemnify and hold harmless the Agency and the **COUNTY** from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the **CONTRACTOR** and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

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

C. The **CONTRACTOR** agrees that it will, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars ($1,000,000.00). The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named **ADDITIONAL INSURED**, as its interest may appear, and to provide the **COUNTY** with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the **COUNTY** as an **ADDITIONAL INSURED** and to provide that such coverage shall not be terminated without written prior notice to the **COUNTY** of at least thirty (30) days.

D. The **CONTRACTOR** shall maintain a professional liability policy and will provide the Agency with proof of coverage in the amount of $2,000,000 per incident and $2,000,000 aggregate. The **CONTRACTOR** shall also maintain general liability insurance and will provide the Agency with proof of coverage in the amount of $2,000,000 per incident and $2,000,000 aggregate. The **CONTRACTOR** agrees to have Oneida County and the Agency

named **ADDITIONAL INSURED(S)** on the general liability policy and to provide the **COUNTY** with certificates from said insurance company or companies showing the proof of insurance as stated heretofore, and to provide that such coverage shall not be terminated without written prior notice to the **COUNTY** of at least thirty (30) days.

E. The **CONTRACTOR** shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York.

9. **REPORTING REQUIREMENTS**

A. The **CONTRACTOR** shall, pursuant to the requirements of **COUNTY** Title III B funded programs, comply with the Definition of Services, April 2011, as established by the New York State Office for the Aging (96-PI-43).

B. The **CONTRACTOR** shall provide the **COUNTY** 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 **COUNTY** shall have access to the client records upon request.

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

E. The **CONTRACTOR** shall submit a final Program Summary Report to the **COUNTY** within thirty (30) days of the end of the program year; the report shall cover the achievement of program goals and objectives.

10. **COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** agrees to utilize the **COUNTY** as the single point of entry for referral of services for the elderly and disabled individuals in Oneida County

B. The **CONTRACTOR** and the **COUNTY** agree to coordinate service activities and referrals with other service providers to ensure that older residents of Oneida County with the greatest economic and social needs (target groups) are being met.

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 **COUNTY,** when information sharing between agencies is crucial to the client's well-being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

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

11. **AGREEMENT CANCELLATION**

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

B The **CONTRACTOR** and the **COUNTY** reserve the right to cancel the Agreement upon sixty (60) days written notice to the other party.

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

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

12. **NO CLAIM FOR DAMAGES**

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

13. **TERMS OF AGREEMENT**

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

**IN WITNESS WHEREOF**, the parties have hereunto set their hand on the date respectively stated:

**CONTRACTOR**

| | |
|---|---|
| Kenneth Abramczyk, President<br>Greater Mohawk Valley Community and<br>Elder Wellness Council, Inc. (CEWC) | Date |

**COUNTY OF ONEIDA**

| | |
|---|---|
| Anthony J. Picente, Jr. County Executive | Date |

**OFFICE FOR THE AGING**

| | |
|---|---|
| Michael J. Romano, Director | Date |

Approved As To Form **ONLY:**
**ONEIDA COUNTY ATTORNEY**

BY:_____

## APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
45 CFR Part 93 (New Restrictions on Lobbying)
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of 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
2014-2015
**Voucher Instructions**
**For Units of Services Contracts**

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care

2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).

3. **Date:** List month this claim covers.

4. **Vendor's Invoice Number:** leave blank

5. **Quantity/Description of Material or Service/Unit Price/Amount:**
   - ✓ State the number of units of service and the description of services performed during the month.
   - ✓ List the Unit Price as stated in the Contract Budget.
   - ✓ Place the amount (Units X Unit Price) in the Amount column.
   - ✓ Place the amount to be reimbursed in the Total block.
   - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.

6. **Claimant's Certification:**
   Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.

7. **Voucher Backup**
   - ✓ Attach CAARS monthly report.
   - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
   - ✓ Attach appropriate backup:
     - Payroll certification sheets and time sheets signed by Agency employee.
     - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
     - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
     - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
     - Emergency Response Systems – (Original Invoice)

   Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

8. **Timely Submissions:**
   - ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
   - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
   - ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. **Changes To The Budget** (including personnel):
   - ✓ Submit a Budget Revision and a justification for the change.

10. **Technical Assistance:**
    - ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

      Susie Perritano, Accounting Supervisor

# ADDENDUM

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

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

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

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

## 1. Executor or Non-Appropriation Clause.

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

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

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

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

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

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

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

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

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

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

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

1. The Contractor will or will continue to provide a drug-free workplace by:
   a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
   c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
   d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and

2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

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

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

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

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

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

_____

_____

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

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

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

When applicable to the services provided pursuant to the Contract:

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for

Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

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

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

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

2. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

5. Make available protected health information in accordance with 45 CFR § 164.524;

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;

7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

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

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

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

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

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

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

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

**5. Non-Assignment Clause.**

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

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

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

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

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

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

**10. Records.**

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

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

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

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

personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

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

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

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

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

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

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

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

**17. Audit**
The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing

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

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

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

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

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

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

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

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

**COUNTY OF ONEIDA**

By:_____
Oneida County Executive

**CONTRACTOR**

By:_____
Name

**Approved as to Form ONLY**
**ONEIDA COUNTY ATTORNEY**

**BY:** _____

**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

October 13, 2014

FN 20 14-363

HEALTH & HUMAN SERVICES

**WAYS & MEANS**

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

Dear Mr. Picente:

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

Enclosed is a Purchase of Services Agreement with the Elmcrest Children's Center, Inc. for Non-Secure Detention Services providing the Department with one (1) reserved bed for Oneida County youth and the ability to utilize un-reserved beds on a as needed basis.

This facility provides a local temporary placement for Oneida County youth. Placements at non-secure detention are court ordered for youth either awaiting further court action or youth who are already adjudicated PINS (Person in Need of Supervision) or JD (Juvenile Delinquents).

The term of this renewal agreement is January 1, 2015 through December 31, 2015. The cost for this agreement was $ 177,387.43 from September 1, 2013 through August 31, 2014 and is 49 % reimbursable through New York State Office of Children and Family Services, with a local cost of 51% in the amount of $ 90,467.59.

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

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

RECEIVED
OCT 22 2014

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

Anthony J. Picente, Jr.
County Executive

Date 10/24/14

10/13/14
# 91302

**Oneida Co. Department Social Services**

**Competing Proposal _____**
**Only Respondent _____**
**Sole Source RFP _____**

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

**Name of Proposing Organization:** Elmcrest Children's Center, Inc.
960 Salt Springs Road
Syracuse, New York 13224

**Title of Activity or Services:** Non-Secure Detention

**Proposed Dates of Operations:** January 1, 2015 through December 31, 2015

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

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

The Contractor's Non-Secure Detention facility called "Skeele Valley Non-Secure Detention Group Home" located at 960 Salt Springs Road, certified by the New York State Office of Children and Family Services. The Contractor will reserve and provide the Department with 1 bed for youth in need of Non-Secure Detention Services to be utilized by Oneida County youth. The Department also has the ability to utilize un-reserved beds if needed.

**2). Program/Service Objectives and Outcomes -**
Provides for the local temporary placement of youth who are placed by Family Court Remand PINS warrant, JD warrant or placed by a Peace Officer until or when a permanent placement is provided, determined or located.

**3). Program Design and Staffing Level -** A Non-Secure facility 24 hour supervision and care.

**Total Funding Requested:** $ 297.57 per bed/per day for reserved bed
$ 415.11 per bed/per day for un-reserved bed

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

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

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

- **State** 49 % $ 86,919.84
- **County** 51 % $ 90,467.59

**Cost Per Client Served:**

**Past performance Served:** The Department paid provider total cost of $ 177,387.43 from September 1, 2013 through August 31, 2014 for non-secure detention services.

**O.C. Department Staff Comments:**

# AGREEMENT

**AGREEMENT**, made as of the 1st day of January, 2015, by and between Oneida County, through its **DEPARTMENT OF SOCIAL SERVICES, COUNTY OFFICE BUILDING, 800 PARK AVENUE, UTICA, NY 13501**, hereinafter referred to as the "County" or "Department", and Elmcrest Children's Center, Inc. with offices at 960 Salt Springs Road, Syracuse, New York; an operator of a non-secure detention facility called "Skeele Valley Non-Secure Detention Group Home", certified by the New York State Office of Children and Family Services, hereinafter referred to as "Elmcrest" or "Contractor".

## WITNESSETH;

**IN CONSIDERATION** of the promises, covenants and agreements contained herein, the parties agree as follows:

1. The term of this agreement shall be from January 1, 2015 through December 31, 2015.
2. Services to be provided by Elmcrest are as outlined in the program narrative (Exhibit A) attached to this contract and incorporated herein. The parties agree that this contract shall supersede any other contracts and attachments thereto.
3. This contract is subject to cancellation in the event of non-reimbursement by the New York State Office of Family and Children's Services; and is also subject to cancellation upon thirty (30) days written notice from one party to the other.

4. The County agrees to reserve 1 non-secure detention bed with Elmcrest. The County further agrees to pay Elmcrest one month's reservation fee for each bed reserved when billed following the month of service. Elmcrest will submit to the County quarterly reports consisting of budget line items with actual expenses for the months and year-to-date.

5. Elmcrest must maintain financial records in a manner satisfactory both to the County and to any potential audit. Elmcrest must maintain financial records and supporting data for a period of six (6) years from time of billing.

6. The County reserves the right to audit said financial records at Elmcrest at any time it so desires during normal working hours.

7. Elmcrest shall indemnify and hold the County harmless and defend the County against any and all causes of action brought against the County for damages or injuries to persons or property arising out of this contract. Elmcrest shall provide the County with a certificate of public liability and property insurance, including contractual liability coverage specifically referring to this contract and to the hold harmless agreement herein with a minimum single limit of $1,000,000 bodily injury/property damage. Elmcrest agrees to have the Oneida County Department of Social Services and Oneida County each named as an "additional insured", on a primary, non-contributory basis, as its interests may appear, on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore. Said insurance shall be issued by a company with a BEST's B+ rating and authorized to do business in

the State of New York. Immediate written notice shall be provided to the County of any cancellation.

8. Elmcrest agrees to provide Workers' Compensation and Disability Insurance for its employees.

9. Elmcrest will provide an itemized line item working budget for the following year in a form approved by the County to the Commissioner of Social Services. This is to include a projected per diem rate for the next year. Supporting schedules must be attached detailing job titles and salaries and any other line item that might be required by the County.

10. Nothing shall be billed to the County that is not also billed to other counties entering into a contract with Elmcrest. This includes transportation, medical expenditures, clothing, etc. In accordance with Elmcrest Children's Center's policy toward other counties, the County shall be responsible for the transport of County youth to and from Elmcrest for court appearances, court-ordered services, pre-placement visits, and professional consultations.

11. Each child continued in care at the Skeele Non-Secure Detention facility for more than three days shall have a complete physical examination by a physician/nurse practitioner supplied by Elmcrest Children's Center. Should a medical concern or crisis arise regarding any new or pre-existing condition, every attempt will be made to triage with the respective physician. Due to the limited nature of the non-secure detention program, Elmcrest cannot take responsibility for treating pre-existing regimens. In these cases, Elmcrest will work with the child's physician to ensure minimal disruption in treatment. The cost of all follow-up medical care

is the responsibility of the child's parent/guardian. All attempts will be made to attain insurance information upon the child's admission. Should no insurance exist and the child requires medical intervention, the County will assume responsibility. At the request of the County, Elmcrest will front the cost and bill the County for the medical and transportation charges.

12. Elmcrest reserves the right to deny a referral or discharge a child from non-secure detention if the child is considered a significant risk to himself/herself, others or the community. In cases where this becomes necessary, Elmcrest Children's Center will provide the contract County a written statement regarding the child's risk potential and the factors which precludes the non-secure detention program from maintaining a reasonable level of safety should the child reside in the facility.

13. The Contract per diem rate for the 2015 year is $ 297.57. Therefore the County shall pay $ 108613.05 for the use of their one (1) reserved bed during the term of January 1, 2015 through December 31, 2015, (365 days). This is the maximum cost that will be charged to the County for their reserved beds. Should the County exceed their maximum number of reserved beds for a particular month, the excess utilization is considered to be on a borrowed bed basis. This use will meet all criteria of non-contracting counties use of beds except that the county will benefit from a reduced per diem rate. This 'excess utilization' rate for the 1/1/2015-12/31/15 year will be the non-contract per diem rate minus ten percent, (-10 %). Resulting in a reduced excess utilization rate of $ 415.11.

14. Elmcrest and the County shall comply with Section 372(4) of the Social Services Law with respect to confidentiality of client information and records. The County and Elmcrest shall also comply with New York State Juvenile Detention Facilities Regulations (Title 9 NYCRR part 180).

15. Except where shorter time periods are mandated by regulation or statue, no youth shall be kept in continuous non-secure detention care beyond forty-five (45) days from the date of admission, except where release of a youth would violate court order.

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

**IN WITNESS WHEREOF, the parties hereunto signed this Agreement on the day and year appearing opposite their respective signatures.**

ONEIDA County Executive
Dated: _____ by: _____
Anthony J. Picente, Jr.

ONEIDA County Department of Social Services Commissioner

Dated: _____ by: _____
Lucille A. Soldato

ONEIDA County Attorney

Approved as to Form by: _____
Oneida County Attorney

Elmcrest Children's Center, Inc.

Dated: 10/7/14 by: _____
Joseph Geglia, Executive Director

*Exhibit A*

# Program Statement
# Elmcrest Children's Center
# Non-secure Detention Program
# Brief Overview

**1/1/15– 12/31/2015**

Elmcrest Children's Center, Inc. will administer and manage the non-secure detention Services at it's 100-acre Skeele Valley site on Jones Road in the town of Fabius, New York.

Youth will be remanded to detention by the courts if the judge has reason to believe that the youngster will not re-appear in court as ordered or that remaining at home is not in the best interest of the child or its family. Children may be admitted to the detention center directly by legally authorized persons after approval by the County's designated intake official and Elmcrest's Admissions Department. Elmcrest reserves the right to deny a referral or discharge a child if it is deemed that the child presents a significant risk to himself/herself, others or the community. Goals of the program are to provide highly structured supervision of children in custody ensuring that he or she appears in court as ordered.

While in care, each child will receive a full complement of services including educational, medical and emotional support and counseling. Staffing for the program will include the program director, supervisors, Social worker/caseworker, childcare workers, teacher, program support cook and nurse practitioner. Elmcrest Children's Center, Inc. will provide all other administrative supports. The overall program will be highly structured and supervised with 24 hour per day including overnight awake staff.

The population served by the center will include boys and girls between the ages of 7 & 20 awaiting adjudication as persons in Need of Supervision (PINS), Juvenile Delinquents (JD), or as runaways awaiting return to another jurisdiction. Counties served will include but not be limited to Madison, Broome, Cortland, Oneida and Onondaga Counties. Depending on the breakdown of boys and girls population staying at the facility has the potential capacity to handle up to 8 children upstairs and / or up to 4 children downstairs.

Elmcrest Children's Center, Inc. will ensure that all staff are trained and current CPR, First Aid and Therapeutic Crisis Intervention. Additionally, all staff will receive periodic and ongoing training in supervision and management of children with behavioral challenges. Staff meetings are held biweekly and evaluation of staff and programs occur on an annual basis.

*Exhibit B*

# SKEELE VALLEY NON-SECURE DETENTION GROUP HOME
# DIVISION OF ELMCREST CHILDREN'S CENTER

**2015 Billing System**
**Protocol's for borrowed bed procedures / reserved bed status**
**1/1/2015 - 12/31/2015**

## I. Steps for Monthly Billing for Non-Secure Detention:

### A. Contract Per Diem Rate:

The cost of reserving one bed for 1 day is called the contract county per diem rate. It is established by Elmcrest Children's Center by taking the actual budget, (*Exhibit C)*, and dividing it by the total number of beds available for the year, (8) X (365) days. The rate for the 1/1/2015 - 12/31/201 is $ 297.57.

### B. Contract County Base Cost for Month:

Each contract county has a base cost for the month: # contract beds X # days X rate = base cost. Ex.: County A contracts for 1 bed X 31 days X $ 297.57 = $ 9,224.67.

### C. Contract County Use of Additional Non-Secure Detention Beds:

1. Additional utilization for a particular month, above the number of beds available by contract, is considered "Excess Utilization" and will be billed to the County separately and in addition to from the basic contract cost.

2. A contract county using excess beds will be billed at reduced rate of non-contract rate minus ten percent, (- 10%). For the 1/1/2015 – 12/31/2015 the resulting 'excess utilization' per diem rate works out as follows: non-contract per diem rate, $ 461.23 X -10 % = $ 415.11 rate per day for the calendar month in which the county exceeds the maximum number of days that are reserved by contract.

3. When using excess beds, the county is using beds on an available basis and cannot bump residents from another county in order to admit a child that would be considered excess utilization. Note: Should the facility be at capacity, it is a possibility that contract counties could have a child in excess bed bumped by a contract county who needs to use one of their contracted beds.

**D.** **Non-Contracted Bed Use:**

1. Beds that are not under contract will be available to any county needing such a bed on a first come / first served basis whether the county has contracted to reserve a bed(s) or not.

2. These non-contracted beds are owned by the Elmcrest Children's Center and therefore another county, including a contract county, cannot bump children admitted to these beds.

3. Should a contract county need one of the beds they have under contract when the facility is at capacity the child that will be bumped will be that child staying in the bed assigned to that county. (Could result in a contract county using an "excess bed" having that child bumped.)

**E.** **Note:** Elmcrest Children's Center will be solely responsible for any amount of Net Income from borrowed bed basis resulting in a loss.

**F.** **Non-Contracting County Per Diem Rate / Establishing a Borrowed Bed Rate:**

The established borrowed bed per diem rate for non-contracting county use is based on 155 %, (based on expected utilization rate of 55 %), of the budgeted per diem charged to the contracting counties. Therefore the borrowed bed rate for the year 1/1/2015 through 12/31/2015 will be $ 461.23. (Budget per diem rate $ 297.57 X 155 % = $ 461.23)

**G.** **Contracted Bed Bumping Rights**:

By contracting for beds the county is reserving a set number of beds for their exclusive use over the course of the contract period. The contract county has the right to bump a child from their contracted bed whenever they may need to use it, this is known as "bumping rights".

**H.** **Record Keeping:**

Elmcrest Children's Center will keep daily, monthly and annual records to show the number of beds used by each contracting and non-contracting county.

ELMCREST CHILDREN'S CENTER, INC.

NON-SECURE DETENTION

2015 ANNUALIZED EXPENSES - BUDGETED UTILIZATION 12 CHILDREN

| | % of Time | |
|---|---|---|
| PROGRAM REVENUE | | 1,170,193 |
| BREAKFAST/LUNCH INCOME | | 13,407 |
| TOTAL INCOME | | 1,183,600 |
| | | |
| *****SALARIES****** | | |
| ADMINISTRATIVE: | | |
| Program Director | 20% | 9,440 |
| Administrative Allocation | 5.7% | 44,770 |
| | | 54,210 |
| SOCIAL SERVICE: | | |
| Case Aide | 100% | 34,860 |
| | | 34,860 |
| | | |
| CHILD CARE: | | |
| Program Supervisor | 100% | 47,400 |
| Shift Supervisors - 2 ftes | 100% | 69,800 |
| Child Care Workers 14 ftes and OT | 100% | 452,200 |
| Teacher - full time 40 hours/week | 100% | 53,600 |
| | | 623,000 |
| | | |
| MEDICAL: | | |
| Nurse Practitioner | 10% | 6,500 |
| Nursing Staff | 2% | 2,920 |
| | | 9,420 |
| | | |
| CHILD SUPPORT: | | |
| Cook | 100% | 38,875 |
| Child Support Allocation | 9.3% | 13,600 |
| | | 52,475 |
| | | |
| MAINTENANCE: | | |
| Maintenance Allocation | 4% | 15,366 |
| | | 15,366 |
| | | |
| FRINGES & TAXES at 28.5% | | 224,959 |
| TOTAL SALARY, FRINGES & TAX | | 1,014,290 |

**OTHER EXPENSES:**

| | |
|---|---|
| TRANSPORTATION & WORKERS EXPENSE | 5,450 |
| CHILDREN'S ACTIVITIES/RECREATION | 3,600 |
| RELATED SCHOOL EXPENSE | 1,250 |
| PURCHASE OF HEALTH SERVICES - PHYSICIAN | 15,500 |
| PURCHASE OF HEALTH SERVICES - OTHER | 8,700 |
| FOOD | 33,300 |
| CLOTHING EXPENSE | 2,000 |
| BEDDING/LINEN | 1,200 |
| SUPPLIES/SM EQUIPMENT/FURNITURE | 12,500 |
| RENT- EQUIPMENT | 2,100 |
| UTILITIES | 17,200 |
| REPAIRS & MAINTENANCE - PLANT | 8,400 |
| REPAIRS & MAINTENANCE - EQUIPMENT | 5,280 |
| REPAIRS & MAINTENANCE - VEHICLES | 10,800 |
| TELEPHONE | 7,600 |
| POSTAGE | 530 |
| DUES/LICENSES/PERMITS | 1,675 |
| OFFICE SUPPLIES | 3,225 |
| SUBSCRIPTIONS/PUBLICATIONS | 450 |
| CONFERENCE EXPENSE | 1,200 |
| ADMINISTRATIVE EXPENSE | 4,600 |
| NEWSPAPER ADVERTISEMENTS | 1,200 |
| AUDIT & LEGAL FEES | 2,100 |
| INSURANCE | 9,400 |
| USE CHARGE PLANT | 5,300 |
| USE CHARGE EQUIPMENT | 1,050 |
| USE CHARGE VEHICLES | 3,700 |
| SUB TOTAL | 169,310 |

| | |
|---|---|
| TOTAL EXPENSES | 1,183,600 |
| TOTAL INCOME | 1,183,600 |
| SURPLUS | (0) |

| | **2015 1.28% increase over 2014 rates** |
|---|---|
| **CONTRACT RATE PER BED** | **297.57** |
| **NON-CONTRACTED RATE AT 155%** | **461.23** |
| **CONTRACTED EXCESS RATE AT 10% DISCOUNT** | **415.11** |

APPENDIX A

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

I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.

II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.

III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:

(a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

(b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.

(c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.

(d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—

(a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or

(b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

(a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee

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

(c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and

(d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

(a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).

(c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

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

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

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

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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 the 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, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.

i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions

j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.

l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
   a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
   b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
   c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
   d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
   e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

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

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

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

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

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

o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a

p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers
Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such

services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

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

REPORTS AND DELIVERABLES

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

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

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.

b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of

the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

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

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

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

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

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

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

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

PUBLICATIONS AND COPYRIGHTS

a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.

b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.

c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded

d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

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

TERMINATION

a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.

b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filling of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor

d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of

termination is received either orally or in writing by the Contractor from the Department.

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

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

CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or it the Contractor has violated or is in non-compliance with any term of any other AGEEMENT with the Department, or has abused or misused funds paid to the

Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

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

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

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

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

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

FISCAL SANCTION

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

- The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;

- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A Department, 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) per incident and not less than three million ($ 3,000,000) aggregate. 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) per incident and not less than three million ($3,000,000) aggregate. 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) per incident and not less than three million ($3,000,000) aggregate. The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, on a primary, non-contributory basis, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

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

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The

Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

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

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

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

The Contractor attest they have not been debarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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

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

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

Elmcrest Children's Center

NAME OF CONTRACTED AGENCY

JOSEPH J. GEGLIA, Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Joseph J. Geglia 10/7/14

**SIGNATURE** **DATE**

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

I, the undersigned, an employee of Elmcrest Children's Center, (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: Charles Stevens

Signature: Charles Stevens

Title: Senior Staff Program Administrator

Date: 9/29/2014

Witness: Colleen A. Hedges

Created 4-24-12

# ADDENDUM

THIS ADDENDUM, entered into on this 1 st day of January, 2015, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

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

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

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

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

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

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over

$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

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

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

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

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

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

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

_____

_____

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
   1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
   2. The Contractor may provide data aggregation services relating to the health care operations of the County.

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

d. The Contractor agrees that this contract may be amended if any of the following events occurs:
   1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

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

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

**5. Non-Assignment Clause.**

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

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

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

**7. Non-Discrimination Requirements.**

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

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

**8. Wage and Hours Provisions.**

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

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

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

**10. Records.**

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

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

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

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

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

**12. Conflicting Terms.**

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

**13. Governing Law.**

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

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

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any

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

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

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

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

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

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

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

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

**County of Oneida**

By:_____

Oneida County Executive

Approved as to Form only

_____

Oneida County Attorney

**Contractor**

By:_____

Name:

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

**Lucille A. Soldato**
Commissioner

# ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

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

FN 20 14-364

September 26, 2014

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

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

This Purchase of Services Agreement with the Neighborhood Center, Inc. ensures that the individuals providing advocacy services are competent and trained in the area of Child Sexual Abuse Investigation. The Advocates will provide child victims or alleged victims and their non-offending family members, with supportive services in a compassionate and understanding matter, to enable them to begin healing from the trauma of child sexual abuse and/or severe physical abuse.

The Child Advocacy Center has proven itself to be a model program and has been effective in the team-approach of investigation and conviction or perpetrators.

The cost of this Agreement is $ 79,079 from the October 1, 2014 through September 30, 2015. The local cost to support this effort is 24.09% or $ 19,050.

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

RECEIVED
OCT - 9 2014

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

Anthony J. Picente, Jr.
County Executive

Date 10/8/14

9/26/14
# 18606

**Oneida Co. Department** Social Services

**Competing Proposal** X
**Only Respondent**_____
**Sole Source RFP**_____.

**Oneida County Board of Legislators Summary**

**Name of Proposing Organization:** Neighborhood Center, Inc.
293 Genesee Street
Utica, New York 13501

**Title of Activity or Services:** Advocacy Services to provide advocacy and guidance for Child Sexual Abuse victims or alleged victims and their families, of Child Sexual Abuse.

**Proposed Dates of Operation:** October 1, 2014 through September 30, 2015

**Client Population/Number to be Served:** Children and their families who are victims or alleged victims of Child Sexual Abuse

**SUMMARY STATEMENTS**

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

The Agreement is to assist child victims and their non-offending family members to move forward in their lives following the horrendous crime of child sexual abuse and /or severe physical abuse. The Contractor will provide child victims and their non-offending family members with supportive services in a compassionate and understanding matter, which will enable them to begin healing from the trauma of child sexual abuse and/or severe physical abuse.

The Children who have been sexually abused and/or severely physically abused and have disclosed, need to feel safe when telling of these horrendous acts. The Child Sexual Abuse Advocates will accompany the children and their non-offending family members throughout all processes of this disclosure during medical interview, exam, law enforcement and judicial proceedings. The role of the advocate is supportive, informative and continuous. The Advocates are also active participates with the Child Advocacy Center.

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

**Outcome:** Assist child victims and non-offending family members to deal with victimization in the most positive and healing manner possible to minimize trauma associated with child sexual and/or severe physical abuse.
**Performance**: Victim advocates will be present at initial interviews, medical interviews and examinations, law enforcement and judicial proceedings, or other such meetings in order to support the victims, facilitate future disclosures and promote a coordinated response by the CAC team in

regards to serious abuse cases. In their role the advocates will provide 24 hour crisis intervention as well as maintain regular contact with the victim and/or family. These services will be offered in a manner that reflects cultural competence and family focused planning.

**3). Program Design and Staffing Level -** Two full-time Child Sexual Abuse Advocates.

**Total Funding Requested:** $ 79,079

**Oneida County Dept. Funding Recommendation:** Account #: A6011.49537

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

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

| | | |
|---|---|---|
| Federal | 34.02 % | = $ 26,902 |
| State | 30.51 % | = $ 24,127 |
| Local | 24.09 % | = $ 19,050 |
| Other (NCA) | 11.38 % | = $ 9,000 |

**Cost Per Client Served:**

**Past performance Served:** The Neighborhood Center, Inc. has provided this service to the Department since 2009. The contract cost from October 1, 2013 through September 30, 2014 was $76,305.

**O.C. Department Staff Comments:** The Department is satisfied with the provider's service and this is a community wide service not just limited to public assistance recipients. This service went out to RFP and had three respondents and the Neighborhood Center was awarded the Contract.

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida County through its Department of Social Services, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and The Neighborhood Center, Inc., 293 Genesee Street, Utica, New York 13501 (hereinafter called Contractor).

WHEREAS, the Department has the need to provide advocacy and guidance for Child Sexual Abuse victims and/or some family members for individual families in Oneida County,

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

NOW THEREFORE, the Contractor agrees to provide two Child Sexual Abuse Victim Advocates which have earned a four year degree in one of the following subjects: Psychology, human development, childhood development, social work, human services, sociology or a related field for victims referred by the Department,

The purpose of this Agreement is to assist child victims and their non-offending family members move forward in their lives following the horrendous crime of child sexual abuse and/or severe physical abuse. The Contractor will provide child victims and their non-offending family members with supportive services in a compassionate and understanding matter, which will enable them to begin healing from the trauma of child sexual abuse and/or severe physical. They will also develop and promote a coordinated response to child sexual abuse and or severe physical abuse; facilitate future disclosures; and collaborate efforts with other Child Advocacy Center (CAC) team members, including law enforcement, child protective workers, medical personnel and mental health providers, utilizing trained New York State Department of Health certified sexual violence advocates; specifically family advocates.

The children who have been sexually abused and/or severely physically abused and have disclosed, need to feel safe when telling of these horrendous acts. Disclosures happen at all different times of the day and night. The Child Sexual Abuse Advocates will accompany the children and their non-offending family members throughout all processes of this disclosure, whether it is with an investigator and/or Child Protective Service worker. The role of the advocate is supportive, informative and continuous.

The Child Sexual Abuse Advocates will assist children and their non-offending family members heal from the trauma of child sexual abuse.

The following is a list of services to be provided but not limited to:

a) Respond to victims and their non-offending family members at the initial reporting of

alleged child sexual abuse and/or severe physical abuse

b) Provide crisis intervention, advocacy/accompaniment and information/referrals to child victims and their non-offending family members throughout the initial interview and investigation process.
c) Provide supportive information in regards to the interview process; investigation process, criminal justice process; medical services; and all follow-up proceedings pertaining to the allegation of child sexual abuse/severe physical abuse to victims and their non-offending family members.
d) Schedule and accompany on-site forensic medical exams for child sexual abuse victims.
e) Schedule initial on-site counseling appointments with Child Advocacy Center mental health sub-contractors for child sexual abuse victims and their non-offending family members.
f) Provide advocacy/accompaniment and support, after-hours/weekends during the initial disclosure/interview and forensic medical exam to child sexual abuse victims and their non-offending family members as needed.
g) Provide follow-up services to include but not limited to monthly home visits and weekly phone contact to child sexual abuse victims and their non-offending family members.
h) Participate in Child Advocacy Center meetings, case reviews, case planning discussion and training as directed by the Child Advocacy Center supervisory staff.
i) Provide progress notes detailing pertinent case related contacts and information.
j) Active participation in the Child Advocacy Center meetings, planning and case discussion as called for or directed by the Child Advocacy Center. Two Child Sexual Abuse Victim Advocates will be co-located at the Child Advocacy Center to perform said services. The Child Sexual Abuse Advocates will be supervised by the Contractor's supervisory staff and overseen by the Child Advocacy Center and the Child Advocacy Center supervisory staff will direct daily activities.
k) Child Sexual Abuse Victim Advocates will make contacts with victims and families, independent of medical exams, court appearances, interviews and counseling sessions as directed by Child Advocacy Center staff. Generally, Child Sexual Abuse Victim Advocates will have contact with victims and their families in the home at least once a month for the duration of the open case. In addition, Child Sexual Abuse Victim Advocates will have weekly phone contact with victims and families for the duration of the open case.
l) Child Sexual Abuse Victim Advocates will keep the caseworker and investigator assigned to the case informed of case developments.
m) Child Sexual Abuse Victim Advocates will attend training as provided by the County of Oneida.
    a. Program Service Given: While Oneida County is particularly interested in innovative approaches to improving outcomes for families and children, all laws, regulations and Oneida County Department of Social Services procedures must be complied with including the following:
        i. For Child Sexual Abuse Victims Advocacy services, Contractor will cooperate with Oneida County Department of Social Services and will provide the necessary services and documentation to ensure compliance with standards prescribed by federal, state, and local law.

ii. The Contractor shall not sub-contract any part of this contract award to another agency without prior written approval from Oneida County Department of Social Services.

n) Child Sexual Abuse Victim Advocates will build an effective relationship by establishing trust, empowering the victim/survivor, encouraging candor and providing clear, honest, supportive and accurate information
o) Child Sexual Abuse Victim Advocates will act as the voice for the victim/survivor until she/he can speak for self
p) Child Sexual Abuse Victim Advocates will respect the rights of the victim/survivor and non-offending family members
q) Child Sexual Abuse Victim Advocates will provide support, coaching and direction through home visits and telephone calls
r) Child Sexual Abuse Victim Advocates will provide referrals, facilitate access and coordinate services for victim/survivor and non-offending family members
s) Child Sexual Abuse Victim Advocates will obtain language translation or interpretation when needed
t) Child Sexual Abuse Victim Advocates will assist victim/survivor and non-offending family members in advocating for self to strengthen and reclaim control
u) Child Sexual Abuse Victim Advocates will share and help victim/survivor recognize hope, positive experiences and to identify and build on strengths.

The Child Sexual Abuse Victim Advocates assigned to the CAC will submit to a fingerprint check and a SCR/Connections Check (cost will be covered by the Department).

The Child Advocacy Center will provide the Child Sexual Abuse Victim Advocates on-site supervision and will hold meetings with Contractor on a regular basis and/or as needed. The Contractor will be responsible for any disciplinary issues, if issues are identified and not corrected. The Child Advocacy Center Supervisors will be notified in writing of any disciplinary action taken, including counseling memos, for an advocate assigned within this contract.

The Department must be notified as soon as possible and made aware of when a advocate submits leave requests, for example vacation, medial leave, leaving employment, etc., and would need to know who would be filling in the slot and/or replacement during any extended absences.

The Contractor agrees that a Child Sexual Abuse Victim Advocates slot will not be vacant for more than two weeks at any time, even if they would have to use a temporary qualified individual for a short time to achieve a permanent advocate.

The Commissioner reserves the right to evaluate the Child Sexual Abuse Victim Advocates performance and request the replacement of an advocate should he/she deem such action is necessary.

The Contractor agrees to provide any training deemed necessary by the Department.

The Contractor and the Department agree to meet as necessary but at least every 3 months to discuss systems and program issues.

The Department agrees to refer appropriate Child Sexual Abuse Victims and families on a timely basis to utilize the Contractors services.

The Department and the Contractor agree that the goals of this Project are:

The goal is to help child victims and their non-offending family members deal with the victimization, through a team approach, with compassion and understanding, in a positive and healing manner.

Outcome/Measurements

**Outcome**: Assist child victims and non-offending family members to deal with victimization in the most positive and healing manner possible to minimize trauma associated with child sexual and/or severe physical abuse.
**Performance**: Victim advocates will be present at initial interviews, medical interviews and examinations, law enforcement and judicial proceedings, or other such meetings in order to support the victims, facilitate future disclosures and promote a coordinated response by the CAC team in regards to serious abuse cases. In their role the advocates will provide crisis intervention as well as maintain regular contact with the victim and/or family. These services will be offered in a manner that reflects cultural competence and family focused planning.
**Measurement**: 100% of the victim and families served at the CAC will be offered the services of a victim advocate and referred to a victim advocate for follow up.
**Measurement**: Victim advocates will engage 80% of the victims and families referred for services.
**Measurement**: 80% of the individuals who received services from the victim advocates will report satisfaction with the quality and availability of the services provided as measured by a client satisfaction survey given after the first 72 hours of service and at the conclusion of their services.

Contractor agrees advocates will apply best practices to meet outcomes established by the Department of Social Services:

- To Provide compassion and understanding to enable individuals to recover from the trauma of child sexual abuse and receive assistance they need to progress forward with their lives:
  - Build and effective relationship by
    - Establishing trust,
    - Empowering the victim/survivor
    - Encouraging candor
    - Providing clear, honest, supportive, and accurate information
- To foster additional disclosure by victim/survivor who might otherwise go without assistance

- Develop an individual plan with each child and family
- Create an environment that allows for healing and recovery for each child
  - Know and understand victim's rights
  - Know and understand potential issues associated with survivors of child sexual assault
  - Assist victim/survivor through legal and medical systems
  - Know and understand potential issues associated with family/criminal court
  - Learn and understand culture and mores of family
  - Demonstrate empathy and resourcefulness
  - Know and be able to access community resources
  - Educate community about the impact of child sexual abuse, severe child abuse and maltreatment on the child, the family and the community.

➢ To develop and promote a more coordinated response through participation with the Child Advocacy Center.

- Respond to all initial reports of alleged child sexual abuse and/or severe physical abuse
- Coordinate response between medial and legal systems to reduce intrusion, increase disclosure and promote open communication
- Actively participate in morning meetings and Multi-Disciplinary Team Meetings
- Attend training specific to advocacy work in order to provide a foundation for understanding the role of the Advocate on the team
- Cultivate an atmosphere of professionalism through demonstration of skill, knowledge, initiative, effective communication and accountability.

Reporting Requirements

The Contractor agrees to submit a Quarterly Program Report every three months for the duration of the contract. The Contractor must provide statistics report on a monthly basis which must be received monthly no later than the 5th day of the following month of service which will include the following information:

Number of victims and secondary victims served, monthly case load, type of services provided including number and type of contacts per case and comments.

Report must also include section for number of families served each month (broken out by TA-Temporary Assistance and 200% Poverty). In order to have consistent reporting in this section, the number of families reported each month is to be unduplicated within the contract. A family that is served more than once per month within the contract should be counted only once. If a family receives services from more than one contract with your agency should be counted once per month in each contract that service was received.

The Department must receive monthly reports no later than the 5th day of the following month of service. Reports must be submitted to the Oneida County Contract Administration Office located at

800 Park Avenue, 4th Floor, Utica, New York 13501.

The liaisons for this Contract are:

Jim Brognano ---- Oneida County Department of Social Services
Patrice VanNortwick ----- Neighborhood Center

The term of this Agreement shall be from October 1, 2014 through September 30, 2015. The option to renew this Agreement under all current terms and conditions for one additional year not to exceed September 30, 2016 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. It is agreed by the Contractor that performance without this agreement will not be paid for by the Department.

The Department agrees to pay the Contractor monthly upon submission of a County Voucher and data to verify claimed expenditures. The total cost of services provided not to exceed $ 79,079.00 per the attached Budget.

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

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

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.

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

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

**********

Date: _____

Oneida County Executive: _____.

Anthony J. Picente Jr., Oneida County Executive

**********

Approved as to Form _____.

Oneida County Attorney

**********

Date: _____.

Oneida County Department of Social Services: _____.

Lucille A. Soldato, Commissioner

**********

Date: 9/22/14.

Agency: The Neighborhood Center, Inc.

Authorized Signature: Sandra L Sorska

Print Authorized Name: Sandra L Sorska

Title: Executive Director

The Neighborhood Center, Inc.
Child Sexual Abuse Victim Advocacy
October 1, 2014 through September 30, 2015

| | |
|---|---|
| Salaries | |
| Case Planner (1) | $ 28,644 |
| Case Planner (2) | $ 28,644 |
| After Hours Differential | $ 2,800 |
| Total Salary Costs | $ 60,088 |
| | |
| Fringe Benefits | $ 15,022 |
| | |
| **Total Personnel Services** | **$ 75,110** |
| | |
| Admin & Overhead | $ 0 |
| Supplies | $ 0 |
| Travel/Conference | $ 3,969 |
| | |
| **Total General Operating** | **$ 3,969** |
| | |
| **Total Expenses** | **$ 79,079** |

APPENDIX A

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

I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.

II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.

III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:

(a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

(b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.

(c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.

(d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—

(a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or

(b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

(a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.

(c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and

(d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

(a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).

(c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified

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

*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto

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

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

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

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

---

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

## APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

Personnel

a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.

b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.

c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

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

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

b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.

b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.

c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.

b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.

e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;

- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.

- Opinions prepared by consultant law firms construing the statues of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224

- The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.

f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that the 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, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.

i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions

j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.

l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
   a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
   b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
   c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
   d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
   e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

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

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

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

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

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

o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a

p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of

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

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

REPORTS AND DELIVERABLES

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

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

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.

b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the

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

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

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

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

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

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

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

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

PUBLICATIONS AND COPYRIGHTS

a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.

b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.

c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded

d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

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

TERMINATION

a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.

b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filling of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor

d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the

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

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

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

CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or it the Contractor has violated or is in non-compliance with any term of any

other AGEEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

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

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

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

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

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

FISCAL SANCTION

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

- The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A Department, 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) per incident and not less than three million ($ 3,000,000) aggregate. 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) per incident and not less than three million ($3,000,000) aggregate. 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) per incident and not less than three million ($3,000,000) aggregate. The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, on a primary, non-contributory basis, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

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

RENEWAL NOTICE TO CONTRACTORS

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

COMPLIANCE WITH LAW

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

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

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

The Contractor attest they have not been debarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.

No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

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

The Neighborhood Center, Inc

NAME OF CONTRACTED AGENCY

Sandra L. Soroka, Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Sandra L Soroka 9/22/14

**SIGNATURE** **DATE**

## ADDENDUM

THIS ADDENDUM, entered into on this 1 st day of October , 2014, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

_____

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

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

c. The Contractor shall:

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

d. The Contractor agrees that this contract may be amended if any of the following events occurs:
   1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
   2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
   3. There is a material change in the business practices and procedures of the County.

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

**5. Non-Assignment Clause.**

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

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

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

**7. Non-Discrimination Requirements.**

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

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

**8. Wage and Hours Provisions.**

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

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

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

**10. Records.**

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

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

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

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

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

**12. Conflicting Terms.**

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

**13. Governing Law.**

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

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

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

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

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

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

**16. Gratuities and Kickbacks.**

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

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

## 17. Audit

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

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

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

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

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

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

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

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

**County of Oneida**

By:_____

Oneida County Executive

Approved as to Form only

_____

Oneida County Attorney

**Contractor**

By: Sandra L Sorska

Name:

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner

# ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building 800 Park Avenue Utica, NY 13501

FN 20 14 - 365

HEALTH & HUMAN SERVICES

November 3, 2014

WAYS & MEANS

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

Dear Mr. Picente:

Social Services is requesting a transfer of $ 12,000 from the A6012.417, Rent/Lease Space Account and $ 9,718 from A6011.417, Rent/Lease Space Account to A6014.417, Rent/Lease Space Account, total amount transferred to A6014.417 is $21,718 for the calendar year 2014. This need is the result of 2013 adjustment for rent to The Gaetano Property Management Co., Inc.

Therefore, we are asking for your approval and, subsequent Board approval of the following transfer:

| | | |
|---|---|---|
| To: | | |
| A6014.417 | Rent/Lease – Space Account | $ 21,718.00 |
| From: | | |
| A6011.417 | Rent/Lease – Space Account | $ 9,718.00 |
| A6012.417 | Rent/Lease – Space Account | $ 12,000.00 |

Sincerely,

Lucille A. Soldato
Commissioner

Cc: T. Keeler, Budget

RECEIVED
NOV 05 2014

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

Anthony J. Picente, Jr.
County Executive

Date 11-5-14

# ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E
DIRECTOR OF HEALTH

**ADMINISTRATION**

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

FN 20 14 366

October 2, 2014

HEALTH & HUMAN SERVICES
WAYS & MEANS

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

Dear Mr. Picente: Re: Childhood Lead Poisoning Primary Prevention C-026835

Attached are six (6) copies of a grant between the New York State Department of Health – Center for Environmental Health and Oneida County through its Health Department – Environmental Health for the provision of the Childhood Lead Poisoning Primary Prevention Program.

The Childhood Lead Poisoning Primary Prevention Program uses analytics and micro-targeting to analyze childhood lead poisoning patterns and design effective interventions to reduce lead poisoning incidence in the City of Utica. This program, which started out as a pilot program in 2007, is now one of 15 New York State Department of Health grant-funded county programs. Strategies include free home inspections and dust wipe sampling in high risk housing with children, working with owners to make required repairs and providing dust wipe clearance exams to insure dust levels are safe for human habitation, educating high risk populations on lead hazard avoidance, educating property owners on low cost solutions to reduce lead hazards in their properties, offering lead safe work practice classes to contractors and owners through our partnership with Mohawk Valley Community College and providing a HEPA vacuum loaner program to permit tenants and landlords to make immediate reductions in "lead in dust" levels in the home.

The term of this grant shall commence effective April 1, 2014 and remain in effect through March 31, 2015 with reimbursement to Oneida County in the amount of $406,155 and is 100% state funded. This is not a program mandated by Public Health Law.

If this grant meets with your approval, please forward to the Board of Legislators for consideration.

Sincerely,

Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

attachments
ry

RECEIVED
OCT 22 2014

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

Anthony J. Picente, Jr.
County Executive

Date 10/24/14

Oneida County Department: Public Health

Competing Proposal: ____
Only Respondent: ____
Sole Source RFP: ____
Other: Renewal

ONEIDA COUNTY BOARD OF LEGISLATORS

**NAME AND ADDRESS OF VENDOR**: Pat Burl C-026835
New York State Department of Health
Health Program Administrator
Center for Environmental Health
Empire State Plaza, Corning Tower, Room 1619
Albany, New York 12237

**SUMMARY STATEMENT:** Childhood Lead Poisoning Primary Prevention Program uses analytics and micro-targeting to analyze childhood lead poisoning patterns and design effective interventions to reduce lead poisoning incidence in the City of Utica. This program, which started out as a pilot program in 2007, is now one of 15 New York State Department of Health grant-funded county programs. Strategies include free home inspections and dust wipe sampling in high risk housing with children, working with owners to make required repairs and providing dust wipe clearance exams to insure dust levels are safe for human habitation, educating high risk populations on lead hazard avoidance, educating property owners on low cost solutions to reduce lead hazards in their properties, offering lead safe work practice classes to contractors and owners through our partnership with Mohawk Valley Community College and providing a HEPA vacuum loaner program to permit tenants and landlords to make immediate reductions in "lead in dust" levels in the home.

**DATES OF OPERATION:** April 1, 2014 through March 31, 2015

**TOTAL FUNDING REQUESTED**: $406,155 100% state funded

____NEW __X__RENEWAL ____AMENDMENT ____APPLICATION

**FUNDING SOURCE**: 100% state funded

**Expense Account**: A4015

**Revenue Account**: A3415

## STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

| | |
|---|---|
| STATE AGENCY (Name & Address):<br><br>NYS Department of Health<br>Bur. of Community Environmental Health & Food Protection<br>Empire State Plaza, Corning Tower Bldg., Room 1395<br>Albany, NY 12237 | BUSINESS UNIT/DEPT. ID: DOH01/3450000<br><br>CONTRACT NUMBER: C026835<br><br>CONTRACT TYPE:<br>☐ Multi-Year Agreement<br>☑ Simplified Renewal Agreement<br>☐ Fixed Term Agreement |
| CONTRACTOR SFS PAYEE NAME:<br><br>Oneida County Department of Health | TRANSACTION TYPE:<br>☐ New<br>☑ Renewal<br>☐ Amendment |
| CONTRACTOR DOS INCORPORATED NAME: | PROJECT NAME:<br><br>Childhood Lead Poisoning Primary Prevention Program |
| CONTRACTOR IDENTIFICATION NUMBERS:<br><br>NYS Vendor ID Number: 1000002595<br>Federal Tax ID Number:<br>DUNS Number (if applicable): | AGENCY IDENTIFIER:<br><br>CFDA NUMBER (Federally Funded Grants Only): |
| CONTRACTOR PRIMARY MAILING ADDRESS:<br><br>Adirondack Bank Bldg., 5th Floor<br>185 Genesee Street<br>Utica, NY 13501<br><br>CONTRACTOR PAYMENT ADDRESS:<br>☐ Check if same as primary mailing address<br><br>800 Park Avenue<br>Utica, NY 13501<br><br>CONTRACT MAILING ADDRESS:<br>☑ Check if same as primary mailing address | CONTRACTOR STATUS:<br><br>☐ For Profit<br>☑ Municipality, Code: 30-0100000<br>☐ Tribal Nation<br>☐ Individual<br>☐ Not-for-Profit<br><br>Charities Registration Number:<br><br>Exemption Status/Code:<br><br>☐ Sectarian Entity |

## STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: 10/01/2010 To: 03/31/2015

CURRENT CONTRACT PERIOD:

From: 04/01/2014 To: 03/31/2015

AMENDED TERM:

From: To:

AMENDED PERIOD:

From: To:

CONTRACT FUNDING AMOUNT
(*Multi-year* - enter total projected amount of the contract; *Fixed Term/Simplified Renewal* - enter current period amount):

CURRENT: $ 406,155

AMENDED:

FUNDING SOURCE(S)

- [x] State
- [ ] Federal
- [x] Other

*FOR MULTI-YEAR AGREEMENTS ONLY* - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

| # | CURRENT PERIOD | CURRENT AMOUNT | AMENDED PERIOD | AMENDED AMOUNT |
|---|---|---|---|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

ATTACHMENTS PART OF THIS AGREEMENT:

- [x] Attachment A:
  - [x] A-1 Program Specific Terms and Conditions
  - [ ] A-2 Federally Funded Grants
- [x] Attachment B:
  - [x] B-1 Expenditure Based Budget
  - [ ] B-2 Performance Based Budget
  - [ ] B-3 Capital Budget
  - [ ] B-1(A) Expenditure Based Budget (Amendment)
  - [ ] B-2(A) Performance Based Budget (Amendment)
  - [ ] B-3(A) Capital Budget (Amendment)
- [ ] Attachment C: Work Plan
- [ ] Attachment D: Payment and Reporting Schedule
- [x] Other: Apendix A (Jan. 2014)

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

| CONTRACTOR: | STATE AGENCY: |
|---|---|
| | NYS Department of Health<br>Center for Environmental Health |
| By:_____ | By:_____ |
| Anthony J. Picente, Jr.<br>Printed Name | Michael J. Cambridge<br>Printed Name |
| Title: Oneida County Executive | Title: Director, Division of Env. Health Protection |
| Date:_____ | Date:_____ |

STATE OF NEW YORK

County of_____

On the ___ day of _____, ____, before me personally appeared_____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary)_____

| ATTORNEY GENERAL'S SIGNATURE | STATE COMPTROLLER'S SIGNATURE |
|---|---|
| _____ | _____ |
| _____<br>Printed Name | _____<br>Printed Name |
| Title:_____ | Title:_____ |
| Date:_____ | Date:_____ |

# APPENDIX A

# STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

January 2014

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## STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

any State approved sums due and owing for work done upon the project.

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

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

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

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

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

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

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

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

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

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

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

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

the contract, the Department of Civil Service and the State Comptroller.

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

# ATTACHMENT A-1
# AGENCY AND PROGRAM SPECIFIC CLAUSES
## Part A. Agency Specific Clauses

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

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

**B. Prohibition on Purchase of Tropical Hardwoods:**

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

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

**C. MacBride Fair Employment Principles:** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the

MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**D. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development

633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

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

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

G. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

**H. Administrative Rules and Audits:**

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs:

a) For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

b) For a nonprofit organization other than
(i) an institution of higher education,
(ii) a hospital, or
(iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal funds, and the CONTRACTOR spends more than $500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

b) If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than $500,000, and if the CONTRACTOR receives $300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports due on or after April 1, 2013, that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

**I.** The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

**J.** The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

**K.** The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

**L.** The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

**M.** The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

**N.** Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:

   a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

   b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3;** OR

   c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2:**

   a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

   b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

   c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

**O.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

**P.** All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

**Q**. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

**R.** The CONTRACTOR shall submit to the STATE ***(quarterly)*** voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

**Bureau of Community Environmental Health and Food Protection**
**Empire State Plaza, Corning Tower Building, Room 1395**
**Albany, New York 12237**

**S.** If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Appendix B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

**T**. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions

of the law may result in the imposition of a monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

**U.** Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

**State of New York Department of Health**
Name: Michael J. Cambridge
Title: Director, Division of Environmental Health Protection
Address: Empire State Plaza, Corning Tower Bldg., Room 1619, Albany, NY 12237
Telephone Number: 518/402-7500
Facsimile Number: 518/402-7509
E-Mail Address: mjc03@health.state.ny.us

**Insert Vendor/Grantee Name Here**
Name: Phyllis D. Ellis, BSN, MS, FACHE
Title: Director of Health
Address: 185 Genesee Street, Utica, NY 13501
Telephone Number: 315/796-6400
Facsimile Number: 315/266-6138
E-Mail Address: pellis@ocgov.net

## Part B. Program Specific Clauses

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES
Part B. Program Specific Clauses

New York State Department of Health

Appendix 1 - Worksheet
Childhood Lead Poisoning Primary Prevention Program
April 1, 2014 – March 31, 2015
**Oneida County Health Department**

Instructions:
Do not modify the format or existing content of this form. Answer all questions completely. Double click on check-box and text-box fields before entering data.

Worksheet must contain a number of activities that can be measured, written in a SMART format (specific, measurable, attainable, realistic, and time specific (see examples at end of document).

## Goal 1: Identify High Risk Housing

**A.** List and describe the specific **target area**(s), by zip code, for the 2014-2015 grant period. Include any specific, refined areas within these target zip codes that will be the focus during this grant period (e.g., Census Tracts, blocks, etc.). If this has changed since program inception please provide a rationale.

As indicated in prior grant years per 'high risk for lead poisoning' designated area maps:

-Census tracts and block groups in 13501 Cornhill area of the City of Utica, NY

-Census tracts and block groups in the 13501 East Utica section of the City of Utica including Broad, Catherine, Mohawk, Blandina, Albany, Jay, Mary, Lansing, and Rutger Sts. (added in 2012)

-Census tracts and block groups in the 13502 West Utica sections of the City of Utica to the Broad Street/Yorkville town line.

2014-2015: Add Census tracts and block groups in the 13501 zip code of the City of Utica including additional sections of Parkside Court, Greenwood Court for Census tract/block groups: 020702 Block 3 and 020702 Block 2 in 2014. These two adjacent census tracks border the 13501 Cornhill area and there are pockets of housing on these blocks with substantial exterior paint deterioration.

**B.** Describe the process by which **specific residential buildings and individual housing units** within the targeted areas will be selected for inspection (that prioritizes properties occupied by children or are likely to be occupied by children, and that are also likely to contain defective paint conditions and high interior dust lead levels). This can include such factors as age of housing, ownership disposition, average property value, etc.

Targeting:

General targeting is based upon three parameters, year built, rental unit, and income level. The majority of housing in the targeted areas was built before 1940 when lead-based paints were used, most of units are two family rental units, and are occupied by low or very low income families. In addition we specifically:

# ATTACHMENT A-1
# AGENCY AND PROGRAM SPECIFIC CLAUSES
## Part B. Program Specific Clauses

### New York State Department of Health

1. Micro-target housing with children living in high risk area up to age three, we consider housing inspections for units with children up to age 6, resources permitting, and refugee children up to age seven. To target newborns and infants up to six months of age, birth registry data is downloaded every two weeks and matched to the list of streets in the high risk designated areas of Cornhill in zip code 13501 and West Utica in zip code 13502. At least three attempts are made to contact parents by telephone, letter, and drive by. For those with limited English proficiency, an interpreter accompanies lead staff on the drive bys. If a family is found at home, the program is explained and they are offered the opportunity to make an appointment for a home inspection. If there is no answer, translated materials requesting they contact the program is left for the family. For children over 6 months of age a combination of methods are used to engage parents including door hangers left on all adjacent apartments and buildings when we are performing a scheduled inspection and door hangers are left on unit doors while we are performing dormant building checks.

2. Micro-target housing with children under age 3 in high risk designated areas with children with elevated blood lead levels (EBLL) of 5-9µg/dL and 10-14µg/dL through voluntary inspections, with parent/guardians' permission. Blood lead data is downloaded each morning and contact is attempted for all parents of children under age three living in the targeted areas with blood lead levels of 5-9 or 10-14 micrograms per deciliter and they are offered the same home inspection services as newborns.

3. Targeting Refugee Populations: Bi-weekly notification of newly arrived refugees is provided by the NYS Department of Health, those are reviewed by the Program Consultant and any families with children under age 7 are contacted by our interpreters and offered a home inspection. CLPPP uses interpreters to contact the family and they accompany CLPPP staff on drive bys to attempt to engage refugee families. If families are not at home, informational materials and contact information for the program are available in local languages and are left on the door..

-In order to respect the rights of residents, CLPPP staff schedule appointments with families in advance of the home inspection date. Between April 1, 2014 and March 31, 2015, appointments to conduct housing inspections including visual inspections, dust wipe sampling and lead hazard reduction education will result in 200 housing units with completed inspections. .

**107 housing units will accept paint with primer vouchers to utilize in interim control of high risk building components by March 31, 2015.**

**CLPPP inspection program will be advertised by use of PSA on English, Serbo-Croatian and Spanish language radio stations every Saturday AM on local radio in the 2014-2015 grant cycle.**

**CLPPP inspection program will be advertised in the Utica Phoenix community monthly newspaper between April 2014-March 2015.**

**CLPPP Program Consultant will provide 6 radio interviews on local radio shows to market CLPPP program initiatives between May 2014-March 2015.**

**CLPPP Program Consultant will prepare at least 3 articles on CLPPP offerings and lead hazard reduction methods for newsletters or other publications between May 2014-March 2015.**

4. Target housing exterior conditions in Cornhill or West Utica with exterior housing inspections conducted through the CLPPP/Codes/ROP Contract.

Violations are cited, including chipping and peeling paint.

All owners of housing that are cited by the City of Utica for exterior hazards, are offered interior inspections at the time they receive their initial notice of a chipping paint condition. When the list of inspections conducted by the City of Utica is received, it is checked against the property database to determine if the property is an owner occupied or rental property. Door hangers are left on the doors of those units determined to be rental units, offering tenants the opportunity to request a lead primary prevention inspection.

**50 housing units will be inspected by City of Utica's ROP inspectors in March 2015.**

The City receives the list of streets to inspect each year from the CLPPP program based on where CLPPP is working on units and what units on those streets or blocks have not fallen under CLPPP inspection previously. As part of our Quality Assurance Process, the CLPPP Program Consultant, at least quarterly, conducts random drive around checks of addresses that will be completed by CLPPP staff and also notes any other addresses on that block/street area that are in need of repair. Those blocks or streets are added to our list that is provided to the City of Utica for ROP inspections each year. This permits entire blocks or streets to be cleaned up between the CLPPP and codes inspections. The next year we move onto another block or streets in the high risk designated areas. Two methods are utilized for quality assurance purposes on the codes/ROP inspections. At the time inspections are completed, the City of Utica provides our Excel spreadsheet back to us which details what units were inspected, current owners, which addresses were found to have exterior hazards and what components had deteriorating paint. The list is assigned to a CLPPP team member who randomly chooses 10% of the units not cited

and checks if the exterior paint conditions are intact. If any additional addresses from that list are found to be in poor condition, the City would be notified so they can be checked and cited. For those addresses that were cited, CLPPP staff work with owners on how to conduct the work using lead safe work practices. CLPPP staff perform the final exterior inspection to insure the work has been completed to our standards. Owners and/or tenants are offered free interior inspections and can receive the same incentives as regular lead primary prevention clients if they agree to interior inspections of the units.

5. Target Section 8 Housing Choice housing in the City of Utica

City of Utica's Section 8/Housing Choice Program will provide the updated list of their 1200 enrolled Section 8 apartments quarterly to the CLPPP program. CLPPP program staff match the list to lead primary prevention housing inspections conducted during the past quarter to determine which additional units may have a newly passed visual and dust clearance exam. CLPPP places door hangers on units that are on the Section 8 list, but do not have a passing clearance examination listed and those tenants may request a lead primary prevention inspection. Those units must then pass the lead primary prevention standard for no chipping paint and must pass a dust clearance examination. The CLPPP program notifies the Section 8 program when it inspects units that have their Section 8 clients living in them.

C. Check the appropriate box(s) below and answer all associated questions:

☐ Specific target area(s) for the 2014 – 2015 contract period remain the same or are substantially unchanged, consistent with the most recent narrative description of the target area filed with the NYSDOH.

☒ New or significantly revised target area, not included in the previously approved worksheet, planned for the 2014 – 2015 contract period. Briefly describe new or significantly revised target area.

Adding Census tract/block groups: 020702 Block 3 and 020702 Block 2 in 2014 to previously existing target area. These two adjacent census tracks border our Cornhill area and have developed substantial deterioration in the past few years. Several EBLL incidence cases have occurred in rental units in these areas. CLPPP coverage of these areas in past years has been on a case by case basis, but this area should be added to provide program continuity for dealing with BLL 5-9µg/dL and 10-14µg/dL cases and help prevent further deterioration of this neighborhood.

## Goal 2: Develop Partnerships and Community Engagement

A. List and briefly describe existing partnerships that will continue in the 2014 – 2015 grant period. Note: Only list and describe the most substantial partnerships (e.g., consistently assist in completing program goals, act as a continuous referral source, etc.).

# ATTACHMENT A-1
# AGENCY AND PROGRAM SPECIFIC CLAUSES
## Part B. Program Specific Clauses

## New York State Department of Health

1. Mohawk Valley Community College(MVCC) /Environmental Education Associates (EEA):

Schedules and provides 8 hr. Renovating, Remodeling and Painting (RRP) class and other lead education programs monthly for training of contractors, property owners, and low income workers, schedules other lead trainings and codes RRP classes as requested by lead program.

CLPPP will coordinate with MVCC and EEA quarterly to develop the lead training schedule for the 2014-2015 grant year offering 24 sections of 8 hr. Renovating, Remodeling & Painting (RRP) training and 2 sections of the 4 hr. RRP Refresher classes at three sites in Oneida County.

MVCC will advertise the classes three times annually in their course catalog that is mailed to all Oneida County households during the 2014-2015 grant cycle.

CLPPP will coordinate with MVCC to prepare the schedule template. CLPPP will advertise the training on the county website, provide the schedule in mailings to 250 property owners cited for violations, and provide the schedule at all health fairs, property owner seminars and community presentations during the 2014-2015 grant cycle.

2. Mohawk Valley Community Action Agency's Head Start Program:

Provides lead educational materials to all new Head Start families, refers children for lead testing, medical and dental care and for home inspections if in lead primary prevention targeted areas.

CLPPP will develop a new consent and release of information process with Head Start to permit them to obtain blood lead level data, with parent consent, on 800 children in their classes throughout Oneida County by July 2014. Head Start will report aggregate data back to the lead program on total number of Head Start children with required blood lead level testing by age 3 at the start of the school year, and number of children who obtained additional blood lead testing during the 2014-2015 school year. By reviewing aggregate blood lead testing data by school site, the CLPPP program can determine which pediatric practices in the county are not currently testing children at ages one and two, and target those practices for public health detailing and/or other healthcare provider education efforts.

In partnership with Head Start and 12 other partners, CLPPP will provide a Health Day at the Head Start Marcy site in June 2014 to provide 75 children enrolling in Head Start who do not have a medical home or insurance with a health exam including height, weight, BMI, hearing and vision screening, developmental screening, lead testing, immunizations, physicals, dental screening, facilitated enrollment assistance for health insurance and obtaining a medical and dental provider, and a health fair including lead, WIC, Eat Smart NY, and dental education.

CLPPP will provide 800 family lead education packets developed by CLPPP staff to Head Start which will be distributed by Head Start classroom teachers to all Head Start families in September 2014.

3. City of Utica Codes/ROP Partnership:

Through the contract with CLPPP, the ROP inspectors from the Utica Fire Department and/or Codes Department conduct exterior inspections in the high risk designated area, and respond to dwelling survey complaints of codes violations from CLPPP.

For quality control purposes, CLPPP program staff conduct a final inspection to insure that all exterior surfaces are intact and that both programs agree the case is ready to be closed. If the case goes to enforcement, CLPPP staff perform an XRF test of one or more exterior surfaces on the unit to support the presence of lead-based paint repair and testify at the hearing.

4. ROP Fax Form Verification of Inspection Status: Each time the CLPPP program inspects a unit it sends the fax form to the City of Utica's Fire Department ROP program requesting they verify whether the unit is known to them, whether it is currently registered under their ROP inspection program and whether it is current on its inspection. Between April 1, 2014 and March 31, 2015, the CLPPP program will send 200 fax requests to the ROP program requesting they provide ROP inspection status information and the ROP program will complete the fax form indicating the inspection status of the unit and fax it back to the CLPPP program. The returned fax form is retained as part of the lead primary prevention chart. For units that are not registered or inspected, the Utica Fire Department will notify the owner of the unit that they are not in compliance with the City of Utica's Rental Occupancy Permit inspection law and schedule an inspection for that unit. The City of Utica is responsible for any follow up to insure rental units are brought into compliance with ROP law. requesting the

5. City of Utica Urban and Economic Development:

Provides CLPPP lead safe work practices and lead education packets including RRP class schedules to owners purchasing properties sold through their property foreclosure sale process.

Between April 2014-March 2015, the City of Utica's Urban & Economic Development program will provide lists of housing that it plans to auction to CLPPP. Educational packets with copies of any open legal notices on those properties, lead hazard education materials, and a schedule of MVCC/EEA 8 hr. RRP classes are provided back to the City of Utica by the CLPPP program. Purchasers of properties are encouraged to contact the CLPPP program for inspections prior to beginning any work on the property.

6.Homeownership Center:

Hosts and advertises three CLPPP property owner seminars through their Block Association program annually to support landlord and tenant education on lead primary prevention.

In March 2015, Homeownership Center will host the CLPPP program at its Cornhill, City Hall and West Utica Block Association meetings. The CLPPP Program Consultant will provide 3 Property Owner Seminars to area property owners.

7.Mohawk Valley Resource Center for Refugees (MVRCR):

## New York State Department of Health

Pre-cleans all new apartments that will house resettled refugees using HEPA loaner vacuum from the CLPPP program. The CLPPP program provides training, vacuums and supplies, provides lead hazard and home safety education. MVRCR coordinates with the CLPPP program to obtain lead tests on children in high risk for lead poisoning housing, and provides access to refugees attending English as Second Language classes to permit lead hazard reduction education. The Refugee Center Housing Unit struggles to find enough landlords who are willing to rent housing within their price point, and there are concerns that landlords would not participate if it meant they ended up with a lead primary prevention inspection every time they rented to a refugee family. However, since we receive the list of expected refugee arrivals from NYSDOH ahead of time, we already know who is new and our interpreter works with us to find the contact and housing information for them. We obtain inspections on many of those units through our own efforts, and therefore it does not harm the Refugee Center's rental relationships with landlords. Our interpreter contacts new arrivals by phone or by accompanying us on the drivebys to addresses we have been unable to reach to schedule appointments. We also have contact forms translated into the necessary languages that inform the family that we are trying to contact them and it provides them with a method to contact us and speak with us through an interpreter. These forms are left on the door if no one is home at the time of our drive by visit.

Between April 2014-March 2015, MVRCR staff will perform cleaning using the HEPA vacuum on 100 rental units of newly arrived refugee families and report statistics on number of units cleaned quarterly to CLPPP.

During 2014-2015, MVRCR will show the CLPPP program's 2012 developed video on "Lead & Home Safety" to all (300) newly arrived adult refugees to reduce lead hazard exposure, promote the safe use of indoor and outdoor appliances, instruct on fire and carbon monoxide safety, and demonstrate proper cleaning supplies and techniques in the home.

During 2014-2015 grant cycle, CLPPP Program Consultant will provide 4 trainings on lead hazard reduction methods with interpreters at the MVRCR site during the English as second language classes to educate refugee groups on multiple sources of lead exposure.

-During 2014-2015 grant year, the MVRCR Medical coordinator will works with CLPPP staff to insure 20 newborn children of refugees who were not lead tested are scheduled for lead testing appointments.

8.Municipal Housing Authority (MHA)-Utica:

MHA will utilize CLPPP Video on Lead & Home Safety during orientation process for all new residents during 2014-2015 grant cycle. (Number of new residents is dependent upon number of vacancies.)

MHA pays for a limited number of housing units in older buildings in the City of Utica. MHA wants rental owners with units in pre-1978 housing who desire to be Section 8 eligible landlords to have evidence of a passing lead dust clearance test to help insure the safety of its residents. MHA encourages prospective Section 8 owners to request an inspection and dust wipe sampling through the childhood lead poisoning primary prevention program. MHA will refer 10 units of owners of rental properties that have indicated they want to be Section 8/Housing Choice eligible to CLPPP for a free visual inspection including initial dust wipe sampling

between April 1, 2014 and March 31, 2015. Owners must complete all required repairs using safe work practices and provide thorough cleaning of the unit to qualify for a free dust clearance examination by the CLPPP program, that they can then provide as evidence of their eligibility for inclusion to the Section 8 rental program.

9.City of Utica Housing Choice/Section 8 Program:
City of Utica Section 8 sends a list each quarter to the CLPPP program of any new Section 8 units that have been passed by their inspectors and accepted for inclusion in their program. CLPPP staff check the Section 8 list against any new CLPPP units for the past quarter that have passed a visual and clearance examination and sends the list back to Section 8 indicating which Section 8 units have a completed clearance exam. Section 8 encourages their owners to borrow a HEPA vacuum and clean their units each time they are vacated and before another tenant moves into the unit. Section 8 staff provides all new Section 8 owners with lead education materials provided by the CLPPP program and requires owners to watch the Lead & Home Safety Video in their offices.

CLPPP Contract with City of Utica's Codes/ROP Department for Exterior Inspections.

**50 housing units will be inspected by City of Utica's ROP inspectors in March 2015.**

The City of Utica inspections are conducted from the sidewalk. Codes officers are not permitted to force their way onto a property unless a complaint of a serious issue is received. We offer the owner the opportunity to receive an interior inspection at the time they receive their initial notice and at any time we are working with them on the case or during enforcement hearings. Many are already unhappy that they have been cited for exterior violations and even the incentives offered by the lead primary prevention program are often not sufficient to encourage them to let us in to inspect the interior. However, if a tenant requests the inspection after receiving our door hanger, we can go inside to inspect the interiors.

Click here to enter text.☒Proposal for new, substantial partnership(s). List the proposed new partner(s) and describe expected activities and outcomes.

Community Foundation of Herkimer and Oneida Counties: Paint Stabilization Project
Enhanced Paint & Primer Stabilization Resources: The Community Foundation is providing $14,000.00 in funding to support the CLPPP paint stabilization initiative goals of conducting high quality interim controls on lead-based painted surfaces in targeted housing, providing resources to housing in the high risk targeted area that will improve the exterior appearance of the home and improve housing quality of the overall street or block, and provide paint with primer support to increase the number of lead safe rental housing units in the target areas. The funding can also be utilized to provide paint to owner occupied units with children with an elevated blood

lead level (EBLL) outside the target areas if referred by the LPPP secondary prevention staff. Those units would continue to be supervised by LPPP secondary prevention environmental staff.

**Up to 100 units will have high risk lead paint surfaces repaired using interim control painting methods during the April 2014-March 2015 grant cycle using Community Foundation funding.**

Community Foundation of Herkimer and Oneida Counties: HEPA Loaner Vacuum Expansion
Funding provided to purchase additional HEPA vacuums and related supplies to support one year of use. Vacuums will be distributed based on high lead poisoning incidence to outlying areas of Oneida County where travel distances make borrowing a HEPA vacuum from the existing program prohibitive including Boonville, Camden, City of Rome, City of Sherrill, and Waterville. One of the new vacuums will be allocated for the LPPP secondary prevention program to support the HEPA vacuum currently on loan from the CLPPP program. This will assist the LPPP program to reduce 'lead in dust' levels in units where children with EBLL have been identified by the secondary prevention program.

**Entities housing HEPA loaner vacuums will report quarterly to CLPPP on number of units HEPA vacuum was used on and number of children impacted by its use. CLPPP program staff will resupply sites as needed. Program should begin in May 2014.**

**CLPPP will conduct community presentations in areas receiving a HEPA vacuum by September 2014.**

Community Foundation of Herkimer and Oneida Counties: Faith Based Organizations HEPA Vacuum Expansion Program:
Through Community Foundation funding, additional HEPA vacuums and a year's worth of related supplies will be placed on permanent loan at faith based and community organizations representative of the local population in the City of Utica's high risk designated areas to encourage regular use by members to reduce lead in dust levels in all homes visited by children whether their own, a relatives or child care providers.

**CLPPP will provide a presentation for organizations receiving a HEPA vacuum on lead hazards, wet cleaning and HEPA vacuum use. Educational materials are provided in individual packets on HEPA vacuum use with each new packet along with the disposable vacuum bags. Entities will report quarterly to CLPPP on the number of units HEPA vacuum was used on and number of children impacted by its use. CLPPP Program staff will restock supplies as needed. Program should begin in May 2014 with up to 24 presentations completed by September 2014.**

B. Describe your relationship with your department's Lead Poisoning Prevention Program (LPPP), including shared efforts to increase the screening rate in your target area(s), referral process for children with BLLs below 15 ug/dL who reside in your target area(s), and other ongoing goals and activities.

## New York State Department of Health

Lead primary prevention provides maps and list of streets in 'high risk designated areas' to the LPPP secondary prevention program. Their clerical staff downloads blood lead level elevations each weekday morning and compares them to that list. Children with blood lead levels of 5-9 or 10-14µg/dL in the target area are referred to the CLPPP program for follow up. Those families are offered free home inspections, incentive items for cleaning, use of HEPA vacuum and landlords or owners are offered the same incentives as the regular CLPPP newborn program for completing repairs. The LPPP Sanitarian notifies CLPPP if there are additional units in the building he is inspecting and door hangers are left offering CLPPP services. Beginning 4/1/2014, LPPP secondary prevention will offer one free home lead hazard reduction education visit for those homes outside of the Utica targeted area, if they have an EBLL of 10-14 micrograms/deciliter, utilizing a modified CLPPP education format for these education visits.

During the 2014-2015 grant cycle, CLPPP will run 52 Public Service Announcements (PSA) on local radio in targeted areas to encourage parents and health care providers to test children for lead at ages one and two on Serbo-Croatian, and Spanish language radio stations. PSAs in English will be run on radio stations during the April-October 2014 and March 2015 months to support increased testing for lead.

CLPPP will run 12 monthly ads in the Utica community newspaper, the Utica Phoenix during 2014-2015 to support inspection of housing of newborns. CLPPP verifies the lead testing status of all children under age seven in the homes they inspect and refers them to their healthcare provider if lead testing is not found and the secondary prevention program if they lack medical or insurance resources to schedule testing at our Article 28 clinic.

CLPPP Program Consultant will provide lead primary prevention training to 15 third year medical residents from the St. Elizabeth Hospital Family Practice program to support their public health training component between April 2014-March 2015.

CLPPP Program Consultant will prepare one educational mailing to 180 healthcare providers by March 2015 to update them on lead screening, other sources of lead poisoning hazards and lead program offerings.

CLPPP Program Consultant will provide at least one lead primary prevention training for SUNYIT nursing/public health students onsite at the SUNY campus in Marcy, NY during the 2014-2015 grant cycle.

C. Check the appropriate box(s) below and answer all associated questions:

☒ Existing worksheet includes at least one functional, meaningful partnership with local code enforcement, local DSS, local Section 8, and/or other housing based program or agency operating in your target area(s). List existing partner programs or agencies, and describe your relationship with the entity.

City of Utica Codes/ROP Partnership:
Through contract with the CLPPP program conducts exterior inspections in high risk designated areas, responds to dwelling survey complaints of codes violations from CLPPP, and provides

updated information on the ROP status of units in the high risk designated areas. The City receives the list of streets to inspect each year from the CLPPP program based on where CLPPP is working on units and what units on those streets or blocks have not fallen under CLPPP inspection previously. As part of our Quality Assurance Process, the CLPPP Program Consultant, at least quarterly, conducts random drive around checks of addresses that will be completed by CLPPP staff and also notes any other addresses on that block/street area that are in need of repair. Those blocks or streets are added to our list that is provided to the City of Utica for ROP inspections each year. This permits entire blocks or streets to be cleaned up between the CLPPP and codes inspections. The next year we move onto another block or streets in the high risk designated areas. Two methods are utilized for quality assurance purposes on the codes/ROP inspections. At the time inspections are completed, the City of Utica provides our Excel spreadsheet back to us which details what units were inspected, current owners, which addresses were found to have exterior hazards and what components had deteriorating paint. The list is assigned to a CLPPP team member who randomly chooses 10% of the units not cited and checks if the exterior paint conditions are intact. If any additional addresses from that list are found to be in poor condition, the City would be notified so they can be checked and cited. For those addresses that were cited, CLPPP staff work with owners on how to conduct the work using lead safe work practices. CLPPP staff perform the final exterior inspection to insure the work has been completed to our standards. Owners and/or tenants are offered free interior inspections and can receive the same incentives as regular lead primary prevention clients if they agree to interior inspections of the units.

City of Utica Urban and Economic Development:
Provides LPP lead safe work practices and lead education packets including RRP class schedules for properties sold through their property foreclosure process.

Homeownership Center:
Hosts and advertises three property owner seminars through their Block Association program annually to support landlord and tenant education by lead primary prevention.

Mohawk Valley Resource Center for Refugees Housing Assistance Unit:
MVRCR staff pre-cleans all new apartments that will house resettled refugees using HEPA loaner vacuum provided by the CLPPP program. CLPPP program provides training, vacuums and supplies. MVRCR staff report statistics on number of units cleaned quarterly to CLPPP. MVRCR staff provide lead and safety training using CLPPP developed Lead & Home Safety video to all newly arrived adult refugees.

Municipal Housing Authority (MHA)-Utica:
Utilizes CLPPP Video on Lead & Home Safety video during orientation process for all new residents. Refers owners of rental properties that have indicated they want to be Section 8/Housing Choice eligible to CLPPP for inspection and clearance testing.

City of Utica Housing Choice/Section 8 Program:
Coordinates quarterly with CLPPP program on which Section 8 units have passed CLPPP clearance. Refers owners who are considering Section 8 designation to CLPPP for inspections if property is located in targeted areas, loans HEPA vacuum to Section 8 owners of housing built before 1950 to encourage cleaning at unit turnover.

☐Existing worksheet does not include such a partnership.

If you do not already have a functional, meaningful partnership with local code enforcement, local DSS, local Section 8, and/or other housing based program or agency operating in your target area(s), describe the steps you will take during the 2014-2015 grant period to partner with at least one of these programs or agencies to increase the number of housing units impacted by your program. Include the proposed new partner(s), the steps to develop and finalize the partnership(s) (using the SMART objective format), and the anticipated role of each partner (including the role of your program):

Click here to enter text.

**D.** Propose to purchase LeadCare II devices in partnership with local providers during the 2014-2015 grant period. Note: no purchase can be made without prior NYSDOH written approval.

☐Yes

☒No

If yes, provide a description of the entity(s) that will be getting the device(s) and whether they have or need to obtain an appropriate Wadsworth approved certification/registration. Describe also why they have been selected, how the device will benefit the community's blood lead screening efforts, and how the partnership will benefit your program goals.

No, most of the area pediatric practices are part of larger networks with the resources to purchase their own testing equipment or they currently have their own internal laboratories that they refer their patients to for services. We have contacted smaller providers via phone and they have not expressed an interest in lead point of care testing at this time.

## Goal 3: Housing Intervention

**Note**: For the purpose of Goal 3 of this form the term 'unit' is defined as the interior of an individual housing unit (e.g., apartment or single family home). It may also include common areas (in instances of multiple family buildings) and building exterior in addition to the interior of the individual housing unit.

Check the appropriate box(s) below which represent planned housing intervention strategies to be implemented in the 2014-2015 grant period:

☐Units associated with prior EBLL/LPPP cases (at least one year from when Notice requirements were met) and other units in the same building (if multi-family).
☐Inspection of units previously inspected by CLPPPP, at least one year from when Notice requirements were met. This activity is also known as a 'post remediation follow up inspection.'
☒All units in a designated census track or other geographical area, based on past history or age of housing, number of EBLLs, poverty, etc. This can include both rental and owner-occupied units. This is typically a canvassing activity.
☒Units based on voluntary 'self-requests' from property owners or tenants.
☒Units of specific vulnerable populations (i.e., pregnant women, newborns, resettled refugees, etc. in target area). Referrals for such populations may stem from partnerships with vital statistics, refugee resettlement agencies, healthcare providers, etc.

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# AGENCY AND PROGRAM SPECIFIC CLAUSES
## Part B. Program Specific Clauses

### New York State Department of Health

☐Units referred by Healthy Neighborhoods program, Maternal and Child Health program, or other DOH home visiting program based on observations of chipping and peeling paint. Note: MCH program ended home visitation in 2013, HN Program does not serve City of Utica targeted areas.
☒Units that house children with confirmed Blood Lead Levels (BLLs) of 5-9 ug/dL and or 10-14 ug/dL, other units in the same building (if multi-family), and adjacent buildings and units as appropriate.
☒Units referred by NYSDOH Bureau of Occupational Health & Injury Prevention that house pregnant women with confirmed BLLs of 10 ug/dL or higher.
☒Referrals from Codes Enforcement, based on observations of chipping and peeling paint. Note that Codes officers can be deputized by the LHD to issue an order to enforce the PHL.
☒Units referred by Section 8, DSS, or other housing assistance agency or program.
☒Units in target areas based on observations by CLPPPP staff of deteriorated exterior paint.
☐Vacant, foreclosed residential buildings in target areas before they are sold.
☐Other strategy(s) not listed. Briefly describe:

**Between April 2014-March 2015, CLPPP staff will place program door hangers on (400) units on targeted streets in the high risk designated areas in the City of Utica.**

**Between April 2014-March 2015, CLPPP staff will place program door hangers on any (200) adjacent units in any building they are inspecting.**

**By March 2015, the Public Health Educator or Program Consultant will provide 10 general lead education presentations at community or school events to increase awareness of lead hazards and CLPPP program offerings.**

| Projected # of Units to be inspected during grant year, consistent with your specific, proposed housing intervention strategies | |
|---|---|
| Units associated with prior EBLL/LPPP cases (at least one year from when Notice requirements were met) and other units in the same building (if multi-family). | 0 |
| Inspection of units previously inspected by CLPPPP, at least one year from when Notice requirements were met. | 0 |
| All units in a designated census track or other geographical area, based on past history or age of housing, number of EBLLs, poverty, etc. This can include both rental and owner-occupied units. This is typically a canvassing activity. | 31 |
| Units based on voluntary 'self-requests' from property owners or tenants. | 36 |
| Units of specific vulnerable populations (i.e., pregnant women, newborns, resettled refugees, etc. in target area). | 90 |
| Units referred by Healthy Neighborhoods program, Maternal and Child Health program, or other DOH home visiting program based on observations of chipping and peeling paint. | 0 |
| Units that house children with confirmed Blood Lead Levels (BLLs) of 5-9 ug/dL and or 10-14 ug/dL, other units within the same building (if multi-family), and adjacent buildings and units as appropriate. | 20 |
| Units referred by NYSDOH Bureau of Occupational Health & Injury Prevention that house pregnant women with confirmed BLLs of 10 ug/dL or higher. | 1 |
| Referrals from Codes Enforcement, based on observations of chipping and | 3 |

# ATTACHMENT A-1
# AGENCY AND PROGRAM SPECIFIC CLAUSES
## Part B. Program Specific Clauses

## New York State Department of Health

| Projected # of Units to be inspected during grant year, consistent with your specific, proposed housing intervention strategies | |
|---|---|
| peeling paint. Note that Codes officers can be deputized by the LHD to issue an order to enforce the PHL under the Lead Primary Prevention Program. | |
| Units referred by Section 8, DSS, or other housing assistance agency or program. | 10 |
| Units in target areas based on observations by CLPPPP staff of deteriorated exterior paint. | 5 |
| Vacant, foreclosed residential buildings in target areas before they are sold. | 4 |
| Other strategy(s) not listed. Briefly describe here (add rows if needed): | |
| **Total:** | 200 |

Click here to enter text.

When a unit housing an EBLL child is admitted to the LPPP program, they inform the CLPPP program if the address is in a multiple unit building in the high risk designated target areas. LPPP staff will place door hangers on any remaining apartments offering free home inspections under the lead primary prevention program. If CLPPP receives a contact from a new tenant who is living in a closed LPPP address, we check how long it has been since the unit was closed. If it is 6 months or less, we will offer the new tenant a lead education home visit and visual inspection to check if painted surfaces remain intact. If it is more than six months, we will make the home education visit, and conduct the visual and dust wipe test to check that paint remains intact and 'lead in dust' levels remain low.

We canvass on whatever street we are already doing a CLPPP inspection, and on streets where we are checking on properties that are on our dormant list. We canvass on streets where we are trying to schedule a newly arrived refugee housing inspection. We also work off of our past March to the Middle list of over 900 inspections and monitor the progress on those streets. For quality assurance purposes, the CLPPP Program Consultant drives around the 'high risk designated areas' at least quarterly to check on addresses that are completed and closed, and notes if any other units nearby are in poor repair on that block or street. These units are added to our canvass lists and the street is added to our list of streets that are provided to the City of Utica's ROP inspector. This permits us to improve entire blocks/streets and property owners appreciate that the process if fair and that all properties on the block are being held to the same standard of repair. The LPPP program will place CLPPP door hangers on the doors of multiple units in any building they are conducting inspections in the high risk designated area for lead poisoning.

| Initial Inspection Activities | Check if part of protocol |
|---|---|
| Exterior visual assessment | X |
| Interior visual assessment | X |
| XRF sampling | Only on enforcements with Notice & Demand |
| Dust sampling | X |
| Soil sampling | |
| Educational materials delivered to residents | X |

Due to the large number of units with high dust tests despite intact surfaces, we perform initial dust tests on every unit. **Confirmed and Presumed Lead Paint Hazards**

Describe program's definition of a confirmed and/or presumed lead paint hazard (if the definition changes depending on housing intervention strategy, describe all definitions):

**For presumed lead paint hazard**, house is built before 1978, usually built before 1950, and using an intact/defective standard, has chipping or peeling paint on any interior or exterior surface.
**For confirmed lead dust hazard**, using a random 8 sample + blank sampling protocol including floor and window sills, samples are collected by qualified CLPPP Sampling Technician staff and sent to an independent laboratory for analysis for every unit we initially inspect, any results above HUD protocols are considered elevated and confirmed for high lead dust levels. If levels are below HUD protocols, but above detection level, it is treated as a confirmed low level of lead dust and cleaning is recommended. Despite low 'lead in dust' levels, any chipping or peeling paint must be repaired, a visual re-inspection is conducted and dust wipe sampling is conducted if paint was disturbed during re-painting process.
**For confirmed hazards, on units that are sent to enforcement or exterior only inspection units that are sent to enforcement**, XRF testing is performed on one or more exterior components to support enforcement efforts that lead-based paint was present and confirmed by the XRF testing method. This is presented at the hearing as additional evidence of lead-based paint hazards that are in need of repair using safe work practices.

| **Incentives** (if offered, please list items in text-box below) | **Check if part of protocol** |
|---|---|
| Incentive packages provided to residents | X |
| Incentive packages provided to property owners | X |
| Incentives provided to encourage participation in training | X |

**Tenants:** The City of Utica requires residents to purchase and utilize specially colored blue trash bags that are purchased at local grocery stores to put out their trash. This method is utilized to pay for the city's trash collection. For low income residents, lack of funds to purchase trash bags, causes them to not put out their trash regularly resulting in harborage for rodents and cockroaches. Providing (1) Utica required trash bag as an incentive at the initial and second home visit, assists the CLPPP program with gaining entrance into the units to perform inspections. Utica Required Trash Bags (2), Spray Bottle, Simple Green Cleaning Concentrate, Swiffer Wet Jet Mop Kit with batteries, 2 rolls paper towel. (Use of HEPA loaner vacuum.)
**Owners:** Paint stabilization voucher if needed for up to 4 gallons of paint with primer product and/or paint supplies and 6 mil. poly, free 8 hr. RRP training class through local partner Mohawk Valley Community College, walkthrough for themselves, property manager or contractor doing work, free clearance dust testing when work is completed. (Use of HEPA loaner vacuum.)
**Training:** Free training slots for RRP for owners cited by CLPPP program inspectors, for low income workers working in the high risk designated area to support the use of safe work practices and increase employment opportunities for low income and returning veteran workers.

| **Clearance Dust Sampling**<br>**Necessary to clear properties when interior remediation is performed. This includes window replacement or other methods of remediation.** | **Check if part of protocol** |
|---|---|
| Performed by EPA certified CLPPP staff | X |
| Performed by EPA certified firm contracted by CLPPPP | |
| Performed by EPA certified firm contracted by property owner | |

# ATTACHMENT A-1
# AGENCY AND PROGRAM SPECIFIC CLAUSES
## Part B. Program Specific Clauses

## New York State Department of Health

**Case Follow Up and Enforcement Action Process**

Program has created policies to assure safe and timely remediation of housing units identified with actual or presumed lead paint hazards including remediation workplans, re-inspection frequency, an enforcement action process (for instances of noncompliance) and clearance testing policy for all instances where confirmed or presumed lead paint hazards are identified.

☒Yes
☐No

Describe your enforcement action (EA) process in detail, including the related timetable for each action. If there is more than one EA process (dependent on housing intervention strategy) describe all EA processes. In addition, if your program has a significant number of open cases or elongated compliance time frames, specify how you will engage in process improvement to understand the situation as a basis for problem solving.

General Lead Inspection/Enforcement Process (see Flow Charts (2) in Appendix for Specific Timeframes for each action.)

- Lead inspections for units with newborns or children less than seven years of age in the target area receive a two appointment lead education visit, dust wipe sampling, visual assessment, and digital photograph inspection component.
- Dust wipe samples are sent to an independent laboratory for processing.
- Owners receive a Notice & Information by certified and regular mail indicating whether they have any combination of interior, exterior, or elevated lead in dust level hazards. They are given 30 days for interior repairs and 60 days for exterior repairs unless that date occurs between October 1st, and June 1st of the following year as exterior repairs cannot be made during cold weather.
- Many local owners perform their own repairs and must wait for the next 8 hr. RRP class before beginning work on their units. These needs are taken into consideration.
- Owners who cannot make repairs immediately are asked to borrow a HEPA vacuum and clean high risk window wells and other surfaces to reduce overall lead in dust levels in the unit.
- Owners are asked to schedule a walkthrough for themselves or their worker and complete a work plan with the CLPPP staff before repairs are made.
- For units that are not progressing, office conferences are held to set up benchmarks and an 'in person' or telephone reporting schedule is prepared to monitor that they are making progress toward the goals of completing the required renovation work. Telephone attempts and letters are utilized to make attempts to contact owners who fail to make contact with the CLPPP program within the required two week period after receiving the Notice & Information.
- If no contact is made and there is no or insufficient progress towards making unit repairs, the unit is scheduled for an administrative hearing with the Assistant County Attorney and Hearing Officer present. The hearing is taped and

benchmarks are established for completing the work. A written plan is developed and provided to the owner.

- If the owner fails to show for the hearing and evidence exists that they received the hearing notification, the attorney proceeds with the hearing and the county asks for a finding and fine.
- Notification of the results of the hearing and the appeal process are sent to the owner. The owner may appeal those decisions to the Director of Health within 15 days of the receipt of a copy of the Order. The Director of Health will issue a decision in writing within 60 days of the receipt of the Appeal and provide a copy of that decision in writing to the Respondent by regular mail..
- The county may choose to ask for a judgment from the court if the owner fails to pay the fine or place a lien on the property.
- If the fine is not received within the required time period, and there either has not been an appeal or the appeal has been denied by the Director of Health, then the County Attorney's Office through the Assistant County Attorney may go into court and request a lien be placed on the property that was fined or any property that is owned by that same owner in New York State. Case status is reviewed quarterly, and determinations are made at that time if further action is needed.
- Units that have extended time frames are often those owned by Limited Liability Corporations (LLC) which often thwart enforcement efforts by switching the ownership as soon as they receive the hearing notice or attempting a quick sale without notifying the new owner that there is a legal action against the property. In those instances the original and new owners are both sent new hearing date documents and the CLPPP program informs the new owner about Federal Disclosure Law requirements and the owners are encouraged to work out an acceptable solution to completing the repairs during the hearing process.

**Subcontracts**

Housing Intervention activities are performed by one or more subcontractor:

☒ Yes
☐ No

If Housing Intervention activities are performed by subcontractor(s), specify improvement goals for these relationships. Describe your program's QA/QI process (including audit processes) to ensure adequate oversight of each subcontract (i.e. assurance that subcontractors' actions are standardized, timely, thorough, and complete).

The CLPPP program utilizes a CLPPP developed Quality Management Tracking Tool that is provided to the Utica ROP Program to track unit address, owner name and address, year built, what housing components were deteriorated, when they completed initial inspections, when Notice & Orders were generated, re- inspection date and results. Two methods are utilized for quality assurance purposes for the codes/ROP inspections. At the time inspections are completed, the City of Utica provides the Excel spreadsheet back to CLPPP which details what units were inspected,

current owners, which addresses were found to have exterior hazards and what components had deteriorating paint. The list is assigned to a CLPPP team member who randomly chooses 10% of the units not cited from the list, travels to the streets and checks if the exterior paint conditions are intact. The random sampling includes all streets on the Excel Inspection list for that year. If any additional addresses from that list are found to be in poor condition, the City would be notified so they can be checked and cited. For units that the city has taken ownership due to a foreclosure process, they would not be cited at that time. For those addresses that were cited, CLPPP staff work with owners on how to conduct the work using lead safe work practices or how to find EPA certified renovators. CLPPP staff perform the final exterior inspection to insure the work has been completed to intact paint standards and that information is then shared with the ROP Inspectors. Owners and/or tenants cited for exterior hazards are offered free interior inspections and can receive the same incentives as regular lead primary prevention clients if they agree to interior inspections of the units.

CLPPP works closely with the ROP program Fire Marshall to share ongoing information on the repair status of the unit, resources that may be available to assist with renovations, referral/application status to housing renovation programs such as the Homeownership Center, Cornerstone Housing Development Agency and when there is a need to move the unit to enforcement due to a lack of progress on repairs.

## Goal 4: Assess and Build Workforce Capacity

Check the appropriate box(s) below and answer all associated questions:

Program plans to offer safe work practices training classes 'in house' or through contracted partner agencies or organizations during this grant period:
☒Yes
☐No (If no, describe why)

| Trainings to be provided during grant period | Estimated # | Training Provider |
|---|---|---|
| 8-hr EPA/HUD LSWP training | 0 | |
| 8-hr RRP Certified Renovator training | 24 | Environmental Education Associates |
| 4-hr RRP Refresher training | 2 | Environmental Education Associates |
| Other, describe in text box below: | 0 | |

Mohawk Valley Community College (MVCC) /Environmental Education Associates (EEA):
Schedules and provides 8 hr. Renovating, Remodeling and Painting (RRP) class and other lead education programs monthly for training of contractors, property owners, and low income workers, schedules other lead trainings and codes RRP classes as requested by lead program.

CLPPP will coordinate with MVCC and EEA quarterly to develop the lead training schedule for the 2014-2015 grant year offering 24 sections of 8 hr. Renovating, Remodeling & Painting

(RRP) training and 2 sections of the 4 hr. RRP Refresher classes at three sites in Oneida County.

MVCC will advertise the classes three times annually in their course catalog that is mailed to all Oneida County households during the 2014-2015 grant cycle.

CLPPP will coordinate with MVCC to prepare the schedule template. CLPPP will advertise the training on the county website, provide the schedule in mailings to 250 property owners cited for violations, and provide the schedule at all health fairs, property owner seminars and community presentations during the 2014-2015 grant cycle.

**Between April 2014-March 2015, the CLPPP program will provide paid training slots for 72 owners, low income workers, and veterans at the MVCC training center to complete the EPA 8 hr. RRP training program.**

**Three CLPPP staff will attend Lead Abatement Supervisor 8 hr. Refresher before August 2014.**

**All CLPPP staff will attend MVRCR's Fall Unspoken Conference in Utica to support learning cultural competency skills for working with the latest groups of newly arrived refugees. This training supports CLPPP staff efforts to provide relevant, culturally appropriate lead hazard reduction education and to learn cultural/religious practices that could impact refugee compliance with CLPPP education and/or inspection components.**

Program plans to promote available certified renovator training and lead safe work practices training, and the need for this training (or requirement, per RRP) to property owners, contractors, and residents in this grant period.
☒Yes (If yes, describe planned means of promoting)
☐No

The need for RRP certified training for contractors and do it yourselfers is promoted daily through recorded Public Service Announcements on local radio stations based on station listener demographics and coverage areas, including English, Spanish and Bosnian radio stations and those same PSAs are available on our lead website. These same PSAs promote the need for residents to hire only certified renovators to perform work in their home. Training schedules are handed out at local HOME Shows. The Lead Renovators training schedule is provided with every CLPPP mailing to property owners, tenants, contractors and in every mailing of Notice & Information, Notice & Demand, Notice & Orders (City of Utica) and enforcement documents. RRP training schedule is provided at all community education events attended by CLPPP staff, the county fair, and at property and tenant owner seminars. The Habitat for Humanity RESTORE that is opening 4/2/2014 will prominently display the RRP Training Schedule as well as Lead Paint Safety Guides. The training schedule and lead safe work practice information goes into 800 packets that are provided to all new Head Start families in Oneida County. Residents and contractors are reminded to become trained and only use certified renovators during all scheduled radio interviews on lead poisoning issues.

New York State Department of Health

*Lead education and RRP training schedules will be provided with the Notice & Information or Notice & Demands for 200 property owners cited by CLPPP staff during the April 2014-March 2015 grant year.*

*Public Service Announcements on lead safe work practices and RRP training will be run by the CLPPP program every Saturday morning on Bosnian and Spanish radio stations from April 2014-March 2015.*

*Public Service Announcements on lead safe work practices and RRP training will be run by the CLPPP program Monday through Friday from June 1-August 31, 2014 on local English radio station.*

*Public Service Announcements on lead safe work practices and RRP training will be run by the CLPPP program during National Lead Poisoning Prevention Week in October 2014 on local English radio station in AM & PM.*

*Public Service Announcements on lead safe work practices and RRP training will be run by the CLPPP program during March 2015 AM & PM to prepare for Spring renovation season.*

*CLPPP coordinates with secondary prevention program to insure their marketing campaign does not duplicate CLPPP radio advertising efforts, but insures coverage of all county areas.*

*CLPPP staff will attend at least one HOME SHOW to provide lead safe training materials during the 2014-2015 grant cycle.*

Program plans to further develop certified renovator training and/or safe work practices training to property owners, contractors, and residents in this grant period. This may include but should not be limited to BOCES programs, builders mentoring programs, Department of Labor job training for low income participants, workforce development programs or with community- or faith-based organizations in the target areas, etc.
☐Yes (If yes, describe planned means of developing)
☒No

*CLPPP is working with the Mohawk Valley Community College Youth Build Program that provides building education to 75 high risk youths 18-24 in Oneida County in the 2014-2015 grant cycle. Funding will be explored by CLPPP and MVCC to have all 75 students take the 8 hr. RRP class which would provide them with general lead prevention knowledge to support them in finding safe housing in their community and also entry level job skills to support their employment.*

## Goal 5: Identify and Expand Resources for Lead Hazard Control

Check the appropriate box(s) below and answer all associated questions:

Community resource identification strategy remains the same or is substantially unchanged.
☒Yes

# ATTACHMENT A-1
# AGENCY AND PROGRAM SPECIFIC CLAUSES
## Part B. Program Specific Clauses

### New York State Department of Health

☐No

If yes, briefly describe this strategy and any minor modifications to the existing strategy:
Neither the City of Utica, nor Oneida County currently have a Lead Hazard Control grant, nor are there plans to apply for one due to the limited potential partners locally that could function as the Community Housing Development Agency.

The Community Foundation has provided $14,000.00 to the Lead Primary Prevention Program for targeted use in the high risk designated areas of the City of Utica. It may also be used for owner occupied units with an EBLL child if the family lacks resources to make repairs anywhere in Oneida County. This will provide an average of 4 gallons of paint or paint with painting supplies per unit or $140.00 average value.

Community resource identification strategy will substantially change during this grant period.
☐Yes
☒No

Briefly describe the planned change in strategy:

Click here to enter text.

List all identified, meaningful funding resources available to property owners in your target area(s). In addition, if these funding sources exist but are not being accessed by property owners describe how you will work with the funding agency to improve the accessibility of that funding.

- Homeownership Center has Community Development Block Grant (CDBG), HOME, fascade, and Senior Emergency Housing Funding. They are concentrating on a several block area covering 500 housing units in the Oneida Street 1600 block area. They received and additional $600,000.00 in funding in 2014.
- The City of Utica is offering CDBG, HOME and Fascade funding through its Neighborhood Revitalization Project. Owners and businesses must be current on taxes, and apply to receive funding. Some programs require an owner match.
- Housing Visions of Syracuse, NY is renovating housing in the Oneida Street area of the 13501 zip code. They offer subsidized low income housing units.
- Habitat for Humanity is utilizing resources from its RESTORE retail operation to fund housing projects in the City of Utica. They require a 'sweat equity' share from the owners and owners must obtain a highly subsidized mortgage and agree to remain in the home for 15 years.
- The Community Foundation is providing funding in the amount of $14,000.00 to fund paint stabilization in up to 100 units during the 2014-2015 grant year.
- The NYS Department of Health ATSDR grant is funding community gardens in the Cornhill and West Utica area to support safer gardening and promote green spaces in area neighborhoods.

The City of Utica does not currently have a HUD Lead Hazard Control grant, nor are they currently planning to apply for one. A new city plan to market and target Community Block Development Grant and HOME dollars to specific neighborhoods is in process with the plan to offer some assistance with fascade and sidewalk improvements and 'brand' neighborhoods to

improve marketing of local businesses and improve overall neighborhood appearances. This plan includes parks and community garden projects currently being completed under the Brownfields Opportunity grant funding through the Agency for Toxic Substances and Disease Registry (ATSDR) grant through the NYS Department of Health. In the 13501 area, the Oneida Square District will be part of the current CLPPP 13501 Cornhill lead targeted neighborhood and the Brewery District will be part of the current CLPPP13502 West Utica lead targeted neighborhood.

Homeownership Center has housing rehabilitation funding that is utilized in the Cornhill/ South Utica areas. They are currently working on an area of several streets/blocks in Cornhill adjacent to the Housing Visions rehabilitation area off of Oneida Street. CLPPP refers owners who are in need of senior emergency repair assistance or general home repair assistance during our Notice & Information process or during enforcement hearings for those lacking resources. They do not have funding for general lead painting type renovation assistance, if other emergency home repair such as leaking roof, sagging foundations or dangerous porch conditions are not present. Owners must complete an application process, attend classes and be current on their taxes and have home insurance.

Housing Visions of Syracuse is creating new multiple family rental housing and rehabbing rental housing in the Cornhill area of Oneida Street in Utica. Based upon income, families can apply to live in their rental units.

Habitat for Humanity will open a RESTORE on April 2, 2014. The proceeds will be utilized to renovate housing in the City of Utica and surrounding areas.

**CLPPP will provide Lead Paint Safety Guides and 8 hr. RRP Class Schedules to the RESTORE to support lead safe work practices by April 1, 2014.**

Community Foundation funding will support paint stabilization efforts of high risk surfaces in up to 100 units at an average cost of $140.00 per unit. Funding will be utilized by CLPPP to target housing that lacks other resources to make repairs, improve housing on contiguous streets/blocks to improve the neighborhood, increase the number of lead safe housing units, or provide additional assistance in those instances where CLPPP Paint Stabilization efforts are insufficient to complete required work in the unit and the owner lacks resources to complete the repairs without the additional assistance.

This listing is posted or will be posted during this grant period to program or LHD webpage:
☐Yes
☒No

List other or additional planned methods to promote the list during this grant period:

Funding for home renovations in our county is very limited and has many restrictions. CLPPP provides a list to owners who are identified during walkthroughs to have limited access to funding to make repairs and during hearings for those owners who indicate they cannot make repairs or obtain bank loans due to low value of property or for owners and to seniors

who are cited for violations who are at low income levels that will not support repayment of bank loans. Rules and eligibility are different for each agency and funding source, they require an application process and fee and taxes to be fully paid and they must have proof of house insurance and some require the owner provide a 'sweat equity' donation to obtain assistance. Local agencies are reluctant to provide standard language we can utilize for a list or brochure due to the multiple sources of funding they braid together that have different requirements for approval. CLPPP notifies owners of resources known to us, and refers them to the agencies if they appear to be eligible and express an interest in completing an application.

Program will develop during this grant period new resource(s) for lead hazard control activities. This includes (but is not limited to) grants available to assist property owners and tenants in funding rehabilitation efforts and lead hazard control options.
☒Yes
☐No

If yes, list planned new resource(s) for lead hazard control activities to be developed:

CLPPP sought funding support from the Community Foundation and was awarded $14,000.00 to support additional paint stabilization work in the 2014-2015 grant cycle.

Describe your relationship with your Federal Housing and Urban Development (HUD) Lead Hazard Control (LHC) grant program(s). If a HUD LHC grant program is or will be in effect in your targeted area(s) during this grant period, describe the ways in which you will partner with the grant administrators to help increase the accessibility of this assistance to the property owners cited by or through your program.

The City of Utica does not currently have a HUD Lead Hazard Control grant.

During this grant period Program will develop efforts to improve connecting property owners with financial resources (i.e. expediting application process, etc.) that may be used to assist property owners and tenants in funding rehabilitation efforts and lead hazard control options.
☒Yes
☐No

If yes, briefly describe these efforts:

The CLPPP program has requested updated application processes from each of the organizations operating in our area in 2014. A new form was developed by CLPPP for use during hearings to refer owners to area resources and notify those resources that we are requesting they prioritize the applications when possible.

## Supplemental Information:

# ATTACHMENT A-1
# AGENCY AND PROGRAM SPECIFIC CLAUSES
## Part B. Program Specific Clauses

## New York State Department of Health

**Note: For quality assurance and enhanced contract management all supplemental information pertaining to Goals 1-5 of the Appendix 1 Worksheet document should be included in this section, rather than in separate, stand-alone attachments.**

Appendix 1 Worksheet document contains supplemental information.
☒Yes Inspection/Enforcement Flow Charts (2)
☐No

If yes, include supplemental information here:

SMART Objectives
**The work plan must contain a number of activities that can be measured, written in a SMART format (specific, measurable, attainable, realistic, and time specific. Some possible examples of specific, measurable activities could include:**

α. By... we will design and implement a campaign to inform and elicit the support of municipal leaders, the public, community groups, etc. in regards to the initiative.
β. By… we will finalize an inspection protocol that targets a specific area, and allows for selected referrals from key partners and documents instances when residences would not be eligible for inspection.
χ. By… we will formalize at least two existing partnerships with letters of agreement or MOUs outlining the referral process, follow-up, confidentiality, documentation, enforcement action process, etc.
δ. By...we will develop _ new collaboration(s) with community organizations, etc. leading to MOUs.
ε. By... we will develop a system to track compliance of residences undergoing remediation.

ATTACHMENT A-1: FORMAT INSTRUCTIONS
AGENCY AND PROGRAM SPECIFIC CLAUSES
Part B. Program Specific Clauses

New York State Department of Health

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**Department of Health Program Name:** *Bureau of Community Environmental Health and Food Protection*

**Initiative Name:** *Childhood Lead Poisoning Primary Prevention Program (CLPPP)*

**Data Submission**

The CONTRACTOR will submit, on a monthly basis, no later than 5 days after the end of the month, the total number of Childhood Lead Poisoning Primary Prevention Program grant funded initial housing inspections completed by program staff and/or partner organizations in that month.

The CONTRACTOR will submit, on a quarterly basis, not later than 30 days from the end of the quarter, a detailed report analyzing the quantitative aspects of the program plan. All data must be submitted using the Microsoft Office Access Database entitled 'NYSDOH Database.mdb' (see attached example) provided by the Bureau of Community Environmental Health and Food Protection, or the successor database program – LeadWeb that is currently under development.

**Please complete the attached Appendix 1 – Worksheet**

## ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

*SUMMARY*

Childhood Lead Poisoning Primary Prevent

CONTRACTOR SFS PAYEE NAME: Oneida County Department of Health

CONTRACT PERIOD From: 4/1/2014

To: 3/31/2015

| CATEGORY OF EXPENSE | GRANT FUNDS | MATCH FUNDS | MATCH % | OTHER FUNDS | TOTAL |
|---|---|---|---|---|---|
| 1. Personal Services | | | | | |
| a) Salary | $ 4,452.78 | $ - | 0.00% | $ - | $ 4,452.78 |
| b) Fringe | $ 5,898.22 | $ - | 0.00% | $ - | $ 5,898.22 |
| **Subtotal** | $ 10,351.00 | $ - | 0.00% | $ - | $ 10,351.00 |
| 2. Non Personal Services | | | | | |
| a) Contractual Services | $ 378,363.00 | $ - | 0.00% | $ - | $ 378,363.00 |
| b) Travel | $ 746.00 | $ - | 0.00% | $ - | $ 746.00 |
| c) Equipment | $ 2,500.00 | $ - | 0.00% | $ - | $ 2,500.00 |
| d) Space/Property & Utilities | $ - | $ - | 0.00% | $ - | $ - |
| e) Operating Expenses | $ 14,195.00 | $ - | 0.00% | $ - | $ 14,195.00 |
| f) Other | $ - | $ - | 0.00% | $ - | $ - |
| **Subtotal** | $ 395,804.00 | $ - | 0.00% | $ - | $ 395,804.00 |
| **TOTAL** | $ 406,155.00 | $ - | 0.00% | $ - | $ 406,155.00 |

C026835

## ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

*PERSONAL SERVICES DETAIL*

| SALARY | | | | | |
|---|---|---|---|---|---|
| POSITION TITLE | ANNUALIZED SALARY PER POSITION | STANDARD WORK WEEK HOURS | PERCENT OF EFFORT FUNDED | NUMBER OF MONTHS FUNDED | TOTAL |
| Senior PH Sanitarian | 61,820.00 | 35 | 0.11 | 12 | $ 4,452.78 |
| 2. | | | | | $ - |
| 3. | | | | | $ - |
| 4. | | | | | $ - |
| 5. | | | | | $ - |
| 6. | | | | | $ - |
| 7. | | | | | $ - |
| 8. | | | | | $ - |
| 9. | | | | | $ - |
| 10. | | | | | $ - |
| 11. | | | | | $ - |
| 12. | | | | | $ - |
| 13. | | | | | $ - |
| 14. | | | | | $ - |
| 15. | | | | | $ - |
| | | | | **Subtotal** | **$ 4,452.78** |
| **FRINGE - TYPE/DESCRIPTION** | | | | | |
| Retirement 13.56%, SS 7.65%, Workers Comp 2.2%, Unemployment 0.25 %, Health Ins. $17,654. Total: 52.2% | | | | | $ 5,898.22 |
| | | | | **PERSONAL SERVICES TOTAL** | $ 10,351.00 |

C026835

Contract Number#: _____

## ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
### *NON-PERSONAL SERVICES DETAIL*

| CONTRACTUAL SERVICES - TYPE/DESCRIPTION | TOTAL |
|---|---|
| Interpreter services necessary to support lead education and inspection visits for refugee and other limited English pro | $ 8,132.00 |
| Media Marketing PSAs in English, Serbo-Croatian, Spanish for unsafe workpractices, print ad for newborn recruitme | $ 7,662.00 |
| Training 8 hr RRP classes 72 slots @$195. ea., Cultural competency training for staff (7) $60. ea. $50.00 for health f | $ 14,820.00 |
| Unyse Laboratory Contract for dust wipe sampling clearance exams | $ 26,000.00 |
| Primer with paint stabilization program 107 units @ average of $140. ea. | $ 14,980.00 |
| City of Utica Codes contract for codes enforcement officers to conduct inspections for program | $ 5,000.00 |
| Neighbhorhood Center contract to provide staffing for primary prevention activities | $ 216,849.00 |
| Kelly Services $30./hr. X 3.5 hrs per week for clerk to assist with processing program bills | $ 5,460.00 |
| CLPPP Consultant to serve as Project Manager 26 hrs @$55. per hour X 52 weeks | $ 74,360.00 |
| Arlott Copier Lease $61.67/month for copier fax machine | $740.00 |
| Verizon Cellular Contract to provide cellular service to ipads@$40. per months for 7 ipads X 12 months | $3,360.00 |
| Head Start to support lead prevention health day and distribution of lead education materials to 800 new Head Start fa | $ 1,000.00 |
| **TOTAL** | $ 378,363.00 |

| TRAVEL - TYPE/DESCRIPTION | TOTAL |
|---|---|
| Travel Administration to Albany for annual meeting, hotel, mileage, tolls, meals | $ 546.00 |
| Travel program to cover mileage costs for in county travel to presentations | $200.00 |
| | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| **TOTAL** | $ 746.00 |

C026835

# ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

| EQUIPMENT - TYPE/DESCRIPTION | TOTAL |
|---|---|
| Wireless Color Laser Printer with duplexer to support ipads and desktop computers for printing legal notices, and othe | $ 2,500.00 |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| **TOTAL** | $ 2,500.00 |

| SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION | TOTAL |
|---|---|
| | |
| 2. | |
| 3. | |
| **TOTAL** | $ - |

| SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION | TOTAL |
|---|---|
| | |
| 2 | |
| 3 | |
| **TOTAL** | $ - |

| TYPE/DESCRIPTION OF UTILITY EXPENSES | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| **TOTAL** | $ - |

C026835

Contract Number #: _____

# ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

| OPERATING EXPENSES - TYPE/DESCRIPTION | TOTAL |
|---|---|
| Office supplies, paper, pens, folders, chart dividers, ink, hanging folders, message pads, DVD for video burning, pape | $ 1,100.00 |
| Other materials/supplies: simple green cleaner, wet mops, paper towel, baby wipes, HEPA vac bags, zip lock bags, la | $ 7,730.00 |
| Medical supplies needed for sampling, gloves, wipes, booties | $ 1,000.00 |
| Postage needed for mailing Notice & Information, hearing notices, healthcare provider mailings, tenants | $ 1,665.00 |
| Printing for educational mailings, primer stabilization vouchers, Head Start packets, community education packets | $ 2,300.00 |
| Website-maintain and add new items to Lead Recalls and Information website for webmaster time | $ 400.00 |
| 8. | |
| **TOTAL** | $ 14,195.00 |

| OTHER - TYPE/DESCRIPTION | TOTAL |
|---|---|
| no | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| **TOTAL** | $ - |

C026835-3

The Neighborhood Center, Inc.
Lead Primary Prevention Contract
Contract #A4062
April 1, 2014 – March 31, 2015
Appendix A

| | Current Annual Salary | Percent Allocated to Program |
|---|---|---|
| Personnel Services: 3/25/2014 | | |
| Lead Prevention Worker | $ 31,212 | 100% |
| Lead Prevention Worker | $ 15,337 [1] | 100% |
| Administrative Assistant | $ 36,314 | 100% |
| Lead Prevention Worker | $ 31,212 | 100% |
| Lead Prevention Worker | $ 35,786 | 100% |
| Lead Prevention Worker | $ 1,236 [2] | 3% |
| Total Salaries | | 151,097 |
| Fringe Benefits @ 29% | | 43,818 |
| **Total Personnel Services** | | **194,915** |
| OTPS: | | |
| Mileage | | 2,000 |
| A & OH @ 10.227% | | 19,934 |
| **Total OTPS** | | **21,934** |
| **Total Proposed Budget** | | **$216,849** |

Notes:

[1] 30 hours a pay period

[2] 3% of annual salary

# ONEIDA COUNTY HEALTH DEPARTMENT

*Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501*

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E
DIRECTOR OF HEALTH

## ADMINISTRATION

*Phone: (315) 798-6400 ~ Fax: (315) 266-6138*


October 13, 2014

FN 20 14 - 367

HEALTH & HUMAN SERVICES

WAYS & MEANS

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear Mr. Picente:

Attached are three (3) copies of an Agreement between Oneida County through its Health Department and Cornell Cooperative Extension of Oneida County for the provision of WIC Program Educator and WIC Program Competent Professional Authority 3 roles as required by the New York State Department of Health.

The WIC Program helps to improve the nutrition and health status of eligible pregnant, postpartum, and breastfeeding women, infants and children up to age five in New York State. Cornell Cooperative Extension of Oneida County through its affiliation with Cornell University, a research university with internationally recognized faculty, research, and expertise in the file of nutrition science, has extensive nutritional resources that would be available to enhance the WIC program, provide staff expertise and client education. Cornell Cooperative Extension of Oneida County has indicated a willingness to realign its current operation to provide the WIC program with personnel that have the requisite education and experience to fulfill the WIC Program Educator and the WIC Program Competent Professional Authority 3 roles as required by the New York State Department of Health.

The term of this agreement shall become effective on October 1, 2014 and remain in effect through September 30, 2015. Total reimbursement is in the amount of $257,595 and is 100% federally funded.

This is not a program mandated by Public Health Law.

If this Agreement meets with your approval, please forward to the Board of Legislators for consideration.

Sincerely,

Patrice A. Bogan, for

Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

attachment
ry

RECEIVED
OCT 15 2014

Reviewed and Approved for submittal to the Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 10/15/14

**ONEIDA COUNTY DEPARTMENT:** Public Health Competing Proposal: ____
Only Respondent: ____
Sole Source RFP: ____
Other: Renewal

Oneida County Board of Legislators

**NAME AND ADDRESS OF VENDOR:** Ronald A. Bunce, LMSW
Executive Director
Cooperative Extension of Oneida County
121 Second Street
Oriskany, New York 13424

**SUMMARY OF STATEMENTS**: The WIC Program helps to improve the nutrition and health status of eligible pregnant, postpartum, and breastfeeding women, infants and children up to age five in New York State. Cooperative Extension of Oneida County through its affiliation with Cornell University, a research university with internationally recognized faculty, research, and expertise in the file of nutrition science, has extensive nutritional resources that would be available to enhance the WIC program, provide staff expertise and client education. Cornell Cooperative Extension of Oneida County has indicated a willingness to realign its current operation to provide the WIC program with personnel that have the requisite education and experience to fulfill the WIC Program Educator and the WIC Program Competent Professional Authority 3 roles as required by the New York State Department of Health.

**DATES OF OPERATION**: October 1, 2014 through September 30, 2015

**TOTAL FUNDING REQUESTED**: $257,595 The Contractor shall submit County vouchers bi-monthly, one for the direct WIC program services outlined in Section 2(b) and (c) as outlined in the fee section and the second voucher will be for the Performance Improvement Projects as outlined in Section 2(d). 100% federally funded.

**___NEW __X_RENEWAL ____AMENDMENT ___APPLICATION**

**FUNDING SOURCE**: $257,595

Expense Account: A4082.495

Revenue Account: A4482

Contract between Oneida County through its Health Department
and Cornell Cooperative Extension of Oneida County

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 Health Department located at 185 Genesee Street, Utica, New York, 13501, hereinafter referred to as "Agency", and Cornell Cooperative Extension of Oneida County, located at 121 Second Street, Oriskany, New York, 13424, hereinafter referred to as the "Contractor".

WHEREAS, the County is the New York State Department of Health approved vendor for the Special Supplemental Food Program for Women, Infants, and Children, hereinafter referred to as "WIC", located at 617 South Street, Utica, N.Y., 13501;

WHEREAS, the Contractor, through its affiliation with Cornell University, a research university with internationally recognized faculty, research, and expertise in the field of nutrition science, has extensive nutritional resources that would be available to enhance the WIC program, and provide staff expertise, and client education;

WHEREAS, the Contractor has indicated a willingness to realign its current operation to provide the WIC program with personnel that have the requisite education and experience to fulfill the WIC Program Educator and the WIC Program Competent Professional Authority 3 roles as required by the New York State Department of Health;

WHEREAS, the outcomes expected from the implementation of this contract include the enhancement of the quality of services to pregnant, postpartum and lactating women, and children up to the age of five, and the effective and efficient program enhancement in the position of the WIC Program Educator.

WHEREAS, the Agency desires to enter into an arrangement with the Contractor to provide services in order to effectively implement the goals and objectives of the aforementioned program.

NOW THEREFORE, the parties hereto intended to be legally bound and hereby agree as follows:

1. TERM:
   This agreement shall be effective October 1, 2014 and remain in effect until September 30, 2015, unless earlier terminated as provided hereafter.

2. SCOPE OF SERVICES:
   a. The Contractor agrees to follow the guidelines, program policies and rules dictated by the New York State Department of Health's WIC Program.

   b. The Contractor will provide personnel who have the requisite education and experience and who will meet the criteria required by the New York

State Department of Health to fulfill the management duties of the WIC Program Educator.

i. WIC Program Educator as defined in 2.b. will be responsible for the educational components of the WIC program as described in the Contractor's Position Description using the Contractor's title of WIC Program Educator. The WIC Program Educator personnel shall perform the duties set forth in the attached Appendix A.

ii. WIC Program Educator will be responsible to meet at least quarterly with the Agency's Fiscal Services Administrator to review and discuss budget concerns and any needs for modification and will actively participate in the development process for the WIC Program Budget.

iii. Contractor agrees to make the WIC Program Educator available to attend all New York State Department of Health or the Agency's required trainings, in-services, senior staff, and coordinator's meetings.

iv. Contractor agrees to maintain employee records for the Contractor's employee(s), indicating they are in good health and have any required immunizations and to make such records available to the Agency upon request.

v. Contractor agrees to maintain an in-service record of all trainings attended by WIC Program Educator and make it available to the Agency upon request.

vi. Contractor agrees to ensure WIC Program Educator will have a reliable vehicle to attend meetings, trainings and make satellite clinic visits.

vii. Contractor agrees to make WIC Program Educator available for all New York State Department of Health audits and that WIC Program Educator will be available to participate in the development of any required plans of correction for identified program deficiencies if they should occur.

viii. Contractor agrees that WIC Program Educator will be responsible to insure there are ongoing quality improvement efforts in the WIC program.

c. The Contractor will provide personnel who have the requisite education and experience and who will meet the criteria required by the New York State Department of Health to fulfill the position duties of Competent Professional Authority 3. The Competent Professional Authority 3 personnel shall:

i. Plan, develop and initiate nutrition education and consultation programs which may include the development, review, and distribution of nutrition education materials;

ii. Provide training where appropriate, for a number of professional nutritionists and paraprofessional nutrition assistants providing services to WIC program participants;

iii. Provide a continuous evaluation of nutrition services to ensure high quality professional service and maintenance of program and agency standards;

iv. Provide technical consultation on nutrition, including training workshops and seminars, to health service providers of the Agency; participate in educational or training program activities as assigned;

vi. Coordinate with WIC program administrative and professional personnel to develop and improve program service.

d. The Contractor shall perform the three (3) Performance Improvement Projects as described in the attached Appendix B. The Performance Improvement Projects shall consist of 1. Implementation of Messaging System; 2. Multi-County Mass Media and Marketing Project and 3. Enhanced Refugee Population Education and Outreach Programming.

e. The Agency shall provide:

i. A site with sufficient office space to operate a WIC main site and the required number of satellite sites as approved by the New York State Department of Health as per its contract with the Agency and the following:

A. Sufficient office space for Contractor duties;

B. Supplies including access to a telephone and computer, desk, chairs, and office supplies necessary to create a functional office work space for the WIC Program Educator personnel;

C. Up to two (2) cell phones with available minutes to be utilized for required WIC program business only, to provide a safe and effective communication method with the program offices while out in the field;

D. WIC program related training costs including mileage, tolls, meals, hotel, training registration fees for the WIC Program Educator personnel to attend trainings as required by the WIC Program and as pre-approved by the Agency's Director of Health or designee;

E. Orientation to the WIC Program in collaboration with New York State Department of Health WIC Program staff;

F. Appropriate Agency personnel to review WIC Program Management, and provide review and oversight of any phlebotomy activities that have a potential blood borne pathogen or infection control component through the Agency's Medical Consultant and Director of Clinical Services.

3. FEE:

a. The Contractor shall not exceed validated expenditures for the provision of services as set forth in the budget, which will be appended hereto and made a part hereof as Appendix C, Parts 1 and 2.

b. Requests for rate increases or changes to Appendix C must be in writing and signed by both parties hereto.

c. Mileage will be reimbursed at the current Federal rate for WIC program related travel to supervise staff, clinics and attend meetings, including the monthly WIC coordinator's meetings in Syracuse, NY.

d. Travel expenses to mandated trainings required by the New York State Department of Health will be reimbursed, but will require the prior approval, in writing, of the Director of Health or designee.

e. Reimbursement for mileage and travel during the term of this agreement shall be in accordance with the attached budget, Appendix C, Parts 1 and 2.

4. PAYMENT:

The Contractor shall submit County vouchers bi-monthly; one will be for the direct WIC program services as outlined in Section 2(b) and (c) above and the second voucher will be for the Performance Improvement Projects programing as outlined in Section 2(d). The Agency agrees to pay the Contractor monthly upon bi- monthly submission of a County Voucher, with documentation verifying claimed expenses for mileage and travel, daily activity reports for the month for which payment is requested, any other reports required pursuant to the terms of this agreement and more fully described under Section 6, Reports, and any other supporting documentation requested by the Agency.

5. SPECIAL FISCAL REQUIREMENTS:

a. The Contractor agrees to maintain funds sufficient to meet the payroll obligations for its personnel working in the WIC program and supported by WIC funds.

i. The Contractor shall notify the Agency at least seventy-two (72) hours in advance if the Contractor is unable to meet its payroll obligation to its WIC Program Educator personnel. Such notification shall be made to both the Agency's Fiscal Services Administrator and the Agency's Director of Health.

b. The Agency retains the right to perform fiscal audits of the Contractor's WIC Program related activities without prior notice to the Contractor during regular business hours.

6. REPORTS:

a. The Contractor shall maintain daily activity records completed by the WIC Program Educator supported by WIC Program funds and shall maintain records for any mileage and travel claimed under this agreement.

b. The Contractor shall submit a copy of the activity records and mileage records to the Agency on a monthly basis along with a County Voucher, reflecting activities for the previous month.

c. The Contractor shall complete and submit to the Agency any and all reports and documentation required by the Agency and the New York State Department of Health related to the WIC program, fourteen (14) days prior to the Agency's reporting due date to the State.

d. In order for the Agency to reimburse the Contractor for services rendered by the Contractor under the term of this agreement, the Contractor agrees to:

i. Abide by any relevant Federal, State, New York State Department of Health laws, rules, or regulations related to the WIC Program.

7. CONTRACTOR STATUS:

a. It is intended by both the Contractor and the Agency that the Contractor's status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the Contractor and the County. The Contractor covenants and agrees that its officers, agents, directors, employees or members, in accordance with the status of the Contractor as an independent contractor, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the County and/or the Agency, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the County and/or the Agency, including but not limited to Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit. The Contractor shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting. Any paid time off obligations for the personnel provided by the Contractor for the performance of this agreement is the responsibility of the Contractor.

b. The Agency agrees not to withhold from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). The Contractor will indemnify and hold the Agency harmless from all loss or liability incurred by the Agency as a result of the Agency not making such payments or withholdings.

c. The Contractor understands, and represents to the County, that such insurance and tax payments for the personnel provided by the Contractor for the performance of this agreement are the sole responsibility of the Contractor.

d. If the Internal Revenue Service or any other governmental agency questions or challenges the Contractor's independent contractor status, it is agreed that both the Agency and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

e. It is expressly agreed between the parties that the Contractor is an independent contractor and the personnel provided for hereunder for the performance of this agreement are not in any way deemed to be employed by the Oneida County Department of Health or the County of Oneida.

f. The Contractor agrees to comply with the requirements of the Civil Rights Acts of 1964 as amended, the Age Discrimination Employment Act of 1973 as amended, Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended, by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60.

g. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

8. INSURANCE:

The Contractor shall maintain Commercial General Liability insurance during the term of the contract covering the work and services performed by the Contractor pursuant to this agreement in the amount of $1,000,000 per occurrence and $2,000,000 aggregate, and shall obtain an additional $2,000,000 umbrella/excess coverage policy. The Contractor agrees to provide the Agency with a Certificate of Insurance indicating that the County and the Agency are to be named as additionally insureds on a primary, non-contributory basis as their interests may appear, and further agrees to provide a copy of such certificate as proof of coverage. The Agency shall not be liable for any claim asserted against the Contractor.

9. CONFIDENTIALITY:

The County and the Contractor shall hold in strict confidence all records and information and data in such records only to persons or entities as authorized o required by law or by written consent of the client's representative. The Contractor further 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 Agreement. 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 Federal, State, and local laws and regulations. Any breach of confidentiality by the Contractor, its employees, agents or representatives shall be cause for immediate termination of this Agreement.

10. ASSIGNMENT:

This agreement may not be assigned by the Contractor without the express consent of the Agency and New York State Department of Health.

11. INDEMNIFICATION:

a. The County shall not be liable for any claim of negligence asserted against the Contractor, and the Contractor shall hold the County and the Agency harmless for any and all claims arising from the Contractor's service under this agreement including but not limited to, malpractice, negligence or willful misconduct. The Contractor agrees that it shall defend, indemnify and hold harmless the Agency and the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Contractor and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Contractor or failure on the part of the Contractor to comply with any of the covenants, terms or conditions of this agreement.

b. The Contractor agrees to make no claim for damages for delay occasioned by an act or omission of the County and Agency.

12. PROPERTY:

The Contractor agrees that all equipment, furniture, supplies or other property purchased and/or provided by the Agency including telephones, computers, tablets and cell phones remains the property of the Agency and/or the WIC program.

13. TERMINATION:

a. This Agreement may be terminated at any time by either party giving to the other at least thirty (30) calendar days prior written notice of termination. However, in the event Contractor defaults in the performance of any of

Contractor's obligations under this Agreement, the Agency may terminate the Agreement effective upon written notice served at any time upon the Contractor.

b. Upon notice of termination, the Contractor shall immediately submit to the Agency all required documentation for services rendered up to the date of termination, and return equipment, including cell phones, provided to the Contractor by the Agency under the terms of this agreement, before a final reimbursement for services rendered can occur.

c. All work products, reports and files, including, but not limited to paper and data files produced by the Contractor as part this agreement will be delivered to the Agency effective upon termination of this contract.

14. **Contract Dependent on Grant Funding:**
The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State funds for the purpose set forth in this Agreement. Should the funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services set forth in the Agreement, the County shall have the option to immediately terminate the Agreement upon providing written notice to the Contractor. In such an event, the County 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 County be responsible for any actual or consequential damages as a result of termination.

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15. **ENTIRE AGREEMENT:**

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. 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 the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

**IN WITNESS WHEREOF,** this agreement has been duly executed and signed by:

ONEIDA COUNTY

BY:_____ DATE: _____

Anthony J. Picente, Jr.
Oneida County Executive

CORNELL COOPERATIVE EXTENSION
OF ONEIDA COUNTY

BY:_____ DATE: _____

Ronald A. Bunce, LMSW
Executive Director

APPROVED AS TO FORM ONLY

BY:_____

Nichole M. Hinman, Esq.
Assistant County Attorney

## APPENDIX A

Title: WIC Program Educator
Classification: Community Educator

**General Responsibilities:**
Provide nutrition education services for WIC Program, staff and recipients in Oneida County. Provide leadership for development, implementation and evaluation of the Special Supplemental Nutrition Assistance Program for Women, Infants and Children (WIC) within the Nutrition and Health Issue Area. Integrate the program with other major programs within and outside the program area including Eat Smart New York, Financial Literacy & the Farmers Market Nutrition Education Program. Assist with budget development and monitor program expenses. Provide assistance and data to the Issue Leader to support research and connect with Cornell faculty in carrying out program responsibilities. Represent the program to the public, community leaders, and government officials in conjunction with program responsibilities.

Provide information and recommendations to County supervising authority in relation to educational components and quality of service of the WIC program for programmatic enhancements and modifications.

*It is expressly understood that the WIC Program Educator shall not have any supervisory responsibilities or authority over any WIC personnel that are providing medical care or involved in any medical procedures, including but not limited to, "needle stick" or other diagnostic procedures. This includes responsibility for entering any data for such procedures or services into any form of record keeping files.*

**Specific Duties:**

- Develop and implement procedures for nutrition education, certification, recertification, data collection, check distribution and documentation in accordance with Federal and State regulations to ensure program effectiveness.
- Assist with evaluation of program staff engaged in providing nutrition education and supplemental dietary assistance to program clients.
- Plan, prepare and support the development and selection of educational objectives, content, and delivery methods for the program, program staff, and program participants.
- Serve as a member of Nutrition Education Team; make recommendations regarding program development, implementation, integration and evaluation.
- Assure high quality customer service and participant education (with respect to Program benefits and procedures) for all program deliverables and goals.
- Perform and/or delegate any educational functions necessary to operate the program at all clinic sites.
- Develop, maintain and enhance relationships with agencies, organizations, industry and community leaders such as Department of Social Services, Head Start, WIC, Public Health, and County Legislators. May serve on committees and

boards of same, such as the Oneida County Health Coalition, when relevant to WIC Program work.

- Make nutrition education presentations for food stamp recipients and agencies working with low income audiences to promote participation in the WIC program.
- Work with staff to market the WIC program and recruit participants in order to meet goals.
- Maintain client confidentiality.
- When appropriate, refer families to other programs, agencies, and organizations.
- Confer regularly with the NYS Office of Temporary & Disability Assistance Food Stamp Nutrition Education Program Coordinator and Cornell University Food and Nutrition Education in Communities staff for updates on program priorities, expectations and procedures.
- Coordinate preparation of reports for the Agency, the New York State Department of Health, advisory committees, Board and others as necessary.
- Establish and maintain working relationships with program collaborators/funders and other community agencies in order to enhance program delivery and outreach.
- Serve as a member of a staff work team, contributing to the overall priorities of the Association.
- Other responsibilities as assigned.

**Reporting Relationships**
Work as an independent professional under the supervision of the Executive Director of Cornell Cooperative Extension.

**Qualifications**
Minimum Education and Experience Requirements: Bachelors degree with four years experience. Meet requirements for WIC Program Coordinator as approved by the New York State Department of Health WIC Program.

**Knowledge, Skills and Abilities:**

- Demonstrated ability to lead and effectively participate in professional team efforts.
- Proven in-depth knowledge in nutrition or public health.
- Ability to effectively use a variety of program delivery methods to reach individuals and groups.
- Demonstrated ability to communicate effectively through oral, written, and visual channels using traditional education tools as well as electronic technology (i.e.: video, audio, computers, smart boards, videoconferencing and webinars)
- Demonstrated ability to identify and utilize program resources from within and outside the community. Demonstrated ability to relate effectively with team members, funders, advisors, community and professional leaders and diverse participant groups.
- Demonstrated understanding and ability to design, implement and monitor internal controls for program and fiscal accountability.

Special Requirements

- Ability to meet travel demands of the position.
- Ability to work evenings and weekends as essential job functions require.

# FFY 2015 Performance Improvement Projects

## Local Agency Application Form

Local Agency # 219 Date Submitted: 2014-08-14 14:48:11

Agency Name Oneida County Health Department

Complete the chart below for each project (up to 3), include project title, proposal description and how it addresses your identified need.

Project Contact Name: Carol Watkins Project Contact Title: Program Coordinator

Project Contact Phone: (315) 798-5066 Project Contact Email: cwatkins@ocgov.net

Project Title:

Messaging System

Select the LACASA areas that apply to this project:

- ☐ Personnel
- ☐ Financial Management Systems and Accountability
- ☐ Records and Reports
- ☐ Certification
- ☒ Nutrition Counseling/Education
- ☐ Food Package
- ☐ Food Instruments
- ☐ Vendor Relations
- ☐ Scheduling & Space
- ☐ NY State WIC Statewide Information System (WICSIS) and Administrative Computers
- ☐ Program Operations
- ☐ Nutrition and Health Assessment
- ☒ Breastfeeding Promotion and Support
- ☒ Caseload Management and Outreach
- ☐ Farmers' Market Nutrition Program (FMNP)
- ☐ Transition and Site Development

Project Description:

A mass communication system that will allow us to immediately contact participants using multiple methods such as texting, automated voice mails and email messages. This communication will be instant and has the ability to reach thousands of participants in less then one minute. The messages can be customized to meet the local agency needs. Messages will be targeted to relay reminders about appointments and what is needed for the appointment, nutrition messages, breastfeeding promotion, and various site information such as emergency closings. These messages are personalized and delivered via service provider as directed by the WIC agency. Request for messages to be sent can be made via Internet, land line, cell phone and smart phone apps making easy to request from any location.

Need/Issue: Describe how you determined your needs. Why is this needed?

Many participants only form of consistent communication is via texting as cell phone minutes can expire through out the month. Also programs and activities such as healthy lifestyle can not be effectively communicated with all participants as they are only in clinic at intermittent times. This system would allow us to promote services and education messages in-between WIC appointments. In addition our current system is only via telephone and is a scripted messages that is not easily modified. This system will allow us to send detailed reminders to participant and have more contact regarding all WIC activities and promotions. We have a high no show rate of about 15%. We also have many participants each day that arrive with out needed documentation or family members to complete their appointment and have to be rescheduled.

Goals: What do you want to achieve? How will the project achieve the goal?

Reduce no show rate by 1% by having a more comprehensive instant messaging system with in three months of initiation of messaging.

Reduce reschedule appointments by 10 appointments a week with in three months of initiation of messaging. This will be achieved by sending messages that will contain the details of appointment and what is needed to only the identified participants needing that information that day for there appointment.

Increase the number of program nutrition and breastfeeding messages, (not including PC contacts) in between appointments.

# FFY 2015 Performance Improvement Projects

## Local Agency Application Form

Submit

**Implementation:** How will you carry out the goals? Identify steps to accomplish each goal.

- Research available mass messaging systems
- Identify other WIC programs that have successful used this type of messaging system to replicate
- Arrange meeting with available providers to find the best fit for our local level needs
- Research evidence based nutrition messages to be delivered using this system
- Hire a PIP consultant to implement messaging protocol, policy and messages.
- PIP consultant will train staff on system capabilities and on any data collection needed to monitor success

**Timeline:** Estimate a time frame within FFY 2015 to accomplish goals and identify the staff assigned to achieve project objectives.

Oct - Dec 2014
- Hire Consultant
- Identify a successful model to replicate
- Arrange meetings to coordinate services and choice provider

Jan - March 2015
- Develop a service arrangement with identified provider
- PIP Consultant will begin to implement messaging and train staff as needed
- Develop messages for each target population (Example: BF messages for Pregnant and Postpartum women)

April - June 2015
- monitor program
- identify and adjust as needed
- routinely collective feedback from participants and staff
- monitor reports to assess progress
- report program impact to regional office

July - September 2015
- Continue program monitoring
- Final month evaluate program
- Final report due to regional office

**Performance Measures:** Identify the project performance measure, the source of the data for determining the metric and how the performance measure will be calculated. Also, provide the baseline measure and set an objective, measurable goal for determining program success.

- Decrease no show rate by 1% using the no show report and this will be monitor monthly
- Decrease the number of rescheduled appointments due to all documents not available at time of schedule appointment and need to be rescheduled. This will be measured using a pre-assessment in October - December 2014 of all participants that are rescheduled in clinic compared to a post assessment in April - September 2015.
- Increase the number of nutrition and breastfeeding messages delivered in between appointments. The baseline is 0. (This does not included PC contacts) Two messages for each WIC population category: Breastfeeding woman, Pregnant, Postpartum, Child, and Infant)

# Performance Improvement Budget Proposal

## Local Agency

LA Number 219 Agency Name Oneida County Health Department

Project Title: Messaging System

Project Contact Carol Watkins Contact Phone 3157985066

| Budget Category | Total Expenditures | Description |
|---|---|---|
| **Personal Service & Fringe** | | |
| Program Staff | | |
| Non-Direct Staff | $0.00 | |
| Competent Prof. Authority | $0.00 | |
| Fringe Benefits | $0.00 | |
| Non-Direct Staff | $0.00 | |
| **Total PS & Fringe** | $0.00 | |
| **Other Than Personal Service** | | |
| Space | $0.00 | |
| Program Operations | $200.00 | For general office supplies |
| Travel | $1,500.00 | Travel incurred for meetings and program initiation |
| Equipment | $1,800.00 | Cost of one laptop computer to be used to research and replicate other successful research based messages such as USDA core nutrition messages. In addition to a computer a smart phone will be purchased and use specific to this project as smart phones can to used to make messaging request and to contact program partners. All other equipment needs will be provided in-kind including desk, telephone, coping and faxes if needed. |
| Audit | | |
| Other | $11,240.00 | Contract services with automated messaging service provider for one year .69 per participant please initial set up fees for $5000 and a PIP Coordinator to work on average of six hours a week on this project. |
| Indirect Costs | | |
| **Subtotal ONPS** | $14,740.00 | |
| Breast Pumps | | |
| **Enhanced Peer Counseling Grant** | | |
| EPC Personal Service | | |
| EPC Fringe | | |
| EPC Travel | | |
| EPC Equipment | | |
| Peer Counselors | | |
| EPC Other | | |
| **Subtotal EPC** | $0.00 | |

# Performance Improvement Budget Proposal

Local Agency

**Grand Total** $14,740.00

Add Second Project

# FFY 2015 Performance Improvement Projects

Local Agency Application Form

Submit

Delete Second Project

Project Contact Name: Carol Watkins

Project Contact Phone: 315-292-0137 Project Contact Email: cwatkins@ocgov.net

Second Project Title:

Multi-County Mass Media and Marketing Project

Select the LACASA areas that apply to this project:

- ☐ Personnel
- ☐ Financial Management Systems and Accountability
- ☐ Records and Reports
- ☐ Certification
- ☐ Nutrition Counseling/Education
- ☐ Food Package
- ☐ Food Instruments
- ☐ Vendor Relations
- ☐ Scheduling & Space
- ☐ NY State WIC Statewide Information System (WICSIS) and Administrative Computers
- ☐ Program Operations
- ☐ Nutrition and Health Assessment
- ☐ Breastfeeding Promotion and Support
- ☒ Caseload Management and Outreach
- ☐ Farmers' Market Nutrition Program (FMNP)
- ☐ Transition and Site Development

Project Description:

Leveraging a multi county approach maximizes program funds, reach and effectiveness. Media and marketing that is consistent and recognizable through out our area will increase public awareness, change social norms, support program participation and reduce fraud and program misuse. The seven local agencies that will be contributing to this initiative and include:

$42,00 - MVCAA Herkimer/Madison
$20,495 - Oswego County Opportunities, Inc.
$51,000 - North Country Family Health Center, Inc.
$18,000 - Opportunities for Chenango
$10,750 - Cortland County Community Action Program, Inc.
$53,300 - Oneida County Health Department
$12,411 - Tompkins County Health Department (Beth I guessed)

The combined total "other" funds of those local agency's participating in this initiative that will be available for direct marketing and media is $207,596. Each county designated the amount they would like to contribute based on available funds, participation numbers, and needs and issues they identified that could be addressed with this initiative at their local level.

Need/Issue: Describe how you determined your needs. Why is this needed?

Our region has shown a steady decline in program participation. Several reasons for decline in caseload are reported by staff and participants. These include, increase visits to clinic caused by IRV appointments, difficulty or embarrassment of using food instruments at the store and perceived value of WIC food instruments does not seem worth the requirements of the program.

Goals: What do you want to achieve? How will the project achieve the goal?

Increase program participation and increase food instrument redemption. Our media project will use multiple forms of outreach such as apps, billboard, radio, TV, social media and on-line advertisements to educate the general public about WIC services, Nutrition benefits from program participation and the lost revenue from low redemption rate. The app will be used to support the use of WIC benefits by providing real time feedback and information on WIC approved stores and foods to reduce difficulty and embarrassment when using WIC Checks at the

# FFY 2015 Performance Improvement Projects

## Local Agency Application Form

store. Social media messaging will be aimed to change social norms to reeducate the community about WIC services that are Nutrition Education based, is proven to reduce health cost, and leverages millions in federal dollars at the local level through check redemption.

**Implementation:** How will you carry out the goals? Identify steps to accomplish each goal.

- Hire PIP Consultant
- Research available marketing agency
- Identify successful WIC marketing campaigns in other areas/states such as Touching Hearts, Touching Minds Massachusetts WIC
-Form a CNY WIC Media Committee with all involved local agencies
- Develop a collaborative model for marketing development and implementation

**Timeline:** Estimate a time frame to accomplish goals and identify the staff assigned to achieve project objectives.

Oct-December 2014
- Hire PIP Consultant
- Research available media companies
- Identify other successful WIC marketing campaigns
-Form committee

Jan- March 2015
- Hold committee meetings with PIP Consultant
- Choose a Marketing Agency
- Develop marketing messages based on media agency demographic information for each local area and decide on implementation delivery models
- report progress to regional office

April - June 2015
- Continue to monitor program progress
- Make adjustments based on progress report findings
- hold routine meetings with committee and consultant
- review participation figures
- report updates to regional office

July - September 2015
- Continue to monitor program
- Evaluate program success collect program data from hired marketing agency

**Performance Measures:** Identify your baseline measure and how you will measure success in reaching your goals.

- The hired Marketing Agency will provide the baseline and measure for success as no protocol exist

Oneida County will:
- Monthly participation figures will be increased by 4% at the end of the funding period
- Check redemption rate will be increased by 2%, WICSIS report: FM010T - Current Redemption average shows overall redemption of 85% however when the data is broken down by category WIC food instruments for women have the lowest redemption rate at an average of 81%. This data may be used to tailor marketing messages to specific WIC categories.

# Performance Improvement Budget Proposal

## Local Agency

LA Number 219 Agency Name Oneida County Health Department

Second Project Title: Multi-County Mass Media and Marketing Project

Project Contact Carol Watkins Contact Phone 315-292-0137

| Budget Category | Total Expenditures | Description |
|---|---|---|
| **Personal Service & Fringe** | | |
| Program Staff | | |
| Non-Direct Staff | | |
| Competent Prof. Authority | | |
| Fringe Benefits | | |
| Non-Direct Staff | | |
| **Total PS & Fringe** | $0.00 | |
| **Other Than Personal Service** | | |
| Space | | |
| Program Operations | | |
| Travel | | |
| Equipment | $0.00 | |
| Audit | | |
| Other | $59,150.00 | Oneida County will be contributing $59150 towards direct marketing and shared 10 hour a week Media Coordinator(MC). The MC will be the direct contact for all WIC Managers involved in this project and hired marketing agency. |
| Indirect Costs | | |
| **Subtotal ONPS** | $59,150.00 | |
| Breast Pumps | | |
| **Enhanced Peer Counseling Grant** | | |
| EPC Personal Service | | |
| EPC Fringe | | |
| EPC Travel | | |
| EPC Equipment | | |
| Peer Counselors | | |
| EPC Other | | |
| **Subtotal EPC** | $0.00 | |
| **Grand Total** | $59,150.00 | |

Add Third Project

# FFY 2015 Performance Improvement Projects

## Local Agency Application Form

Submit

Delete Third Project

Project Contact Name: Carol Watkins

Project Contact Phone: (315) 292-0137 Project Contact Email: cwatkins@ocgov.net

Third Project Title:

Enhanced Refugee Population Education and Outreach Programming

Select the LACASA areas that apply to this project:

- ☐ Personnel
- ☐ Financial Management Systems and Accountability
- ☐ Records and Reports
- ☐ Certification
- ☒ Nutrition Counseling/Education
- ☐ Food Package
- ☐ Food Instruments
- ☐ Vendor Relations
- ☒ Scheduling & Space
- ☐ NY State WIC Statewide Information System (WICSIS) and Administrative Computers
- ☐ Program Operations
- ☐ Nutrition and Health Assessment
- ☐ Breastfeeding Promotion and Support
- ☒ Caseload Management and Outreach
- ☐ Farmers' Market Nutrition Program (FMNP)
- ☐ Transition and Site Development

Project Description:

Utica is the largest city in our county with 12% of the population being refugees. This population needs specialized WIC services to meet various needs including language barriers, cultural differences, some consisting of very large families, and dietary restrictions. Working collaboratively with the refugee center to improve program communication and allow us to build sustainable education and outreach materials and improve program effectiveness and reduce reported unintentional fraud.

Need/Issue: Describe how you determined your needs. Why is this needed?

Our local level WIC interpreter cost have increased from under $1000 in 2009 to over $12,000 FY 2014. Although we have improved our system to identify the various languages and dialects to schedule appropriate interpretation services this processes is time consuming and not always successful. If a participant no shows due to the language barrier it is difficult to reschedule and the WIC agency is still charged for the interpreter services even if the participant does not show. Refugee Center staff report that many of the WIC foods are not consumed by most populations such as dairy. Another big concern is that fully breast feeding mothers may be reporting otherwise to WIC to receive formula. The Refugee Center Staff report that they have heard that the WIC food is bartered and that Refugee's are not aware that this is prohibited behavior and that they could be restricted from participating in WIC and may have to pay back the WIC program for WIC foods bartered or sold. Most information will be translated in a audio/visual format as some languages have no written language and if there is a written language literary in the preferred language is usually low.

Goals: What do you want to achieve? How will the project achieve the goal?

Our proposed project initiative one, mass communication system will supplement this initiative in that we will be able to deliver messages in multiple languages to hopefully improve show rates and improve communication of WIC program, services and educational messages. This pilot project will work with existing refugee programs to develop materials in languages not available through WIC such as Burmese, Karen, Nepali, Somali, and Swahili. Materials will be developed in multiple formats such as flyer's, WIC approved educational material handouts and orientation (fraud brochure) and education videos in several languages that can be posted on line and available to view at the WIC Clinic. Working with the Refugee Center staff, participants and community members we will develop information and education for each specific population to meet WIC's program goal to provide participant centered services. What we want to achieve:

- A check in kiosk in the Utica Clinic check in area - having a Kiosk that they can identify their language and then the kiosk will walk them through the check in process in their preferred language. They will complete a self check in. This will alleviate clinic back up at the check in window when language barriers are an issue. Their check in information will be sent to a tablet to alert staff of the participants language and

# FFY 2015 Performance Improvement Projects

## Local Agency Application Form

needs (there for an appointment or needs an appointment).
- Develop video's that review fraud brochure, rights and responsibilities, and replicate the NYS WIC orientation video in the identified needed languages
- Video's can be posted online - with project one - messages can be sent directing them to view video's prior to appointments so they are more prepared and knowledgeable about WIC. If they do not have online access they will be able to view the video's at the clinic or the refugee center.
- Four Tablets installed with basic wic information in several languages. Two for each part of a WIC appointment. Support staff tablets will be installed with audio questions such as "tell me who lives in your house" and nutritionist will have audio information on several health and nutrition topics for each category along with pictorial food choices for tailoring food packages.

**Implementation:** How will you carry out the goals? Identify steps to accomplish each goal.

- Hire PIP Consultant - (work with refugee center to hire a Consultant for this project)
- Research other available translated information
- Focus groups with refugee center staff, participants and other relevant community members to learn about populations and what materials would be appropriate to develop for specific populations
- PIP consultant will begin material development and purchasing equipment for program implementation
- train staff

**Timeline:** Estimate a time frame to accomplish goals and identify the staff assigned to achieve project objectives.

Oct-December 2014
- Hire PIP Consultant
- Research translated materials
- Identify other successful education programs that work with diverse population
-complete focus group and data collection (ask true and false questions about basic wic services knowledge and use of wic food instruments ) to learn about and identify appropriate materials to be developed for each population

Jan- March 2015
- PIP Consultant begin developing materials as described above
- purchase equipment
- report progress to regional office

April - June 2015
- Continue to monitor program progress
- Make adjustments based on progress report findings
- hold routine meetings consultant, refugee center, refugee participants to assess
- report updates to regional office

July - September 2015
- Continue to monitor program
- Evaluate program success post data collection

**Performance Measures:** Identify your baseline measure and how you will measure success in reaching your goals.

We have no baseline data on how the refugee population uses WIC services and food instruments. A pre and post data survey will be completed to assess needs and monitor progress of program impact based on pre data collection activities.

A time study of pre and post support material to process refugee participants will also be completed to see if program supports improve clinic flow.

# Performance Improvement Budget Proposal

## Local Agency

LA Number 219 Agency Name Oneida County Health Department

Third Project Title: Enhanced Refugee Population Education and Outreach Programming

Project Contact Carol Watkins Contact Phone 3152920137

| Budget Category | Total Expenditures | Description |
|---|---|---|
| **Personal Service & Fringe** | | |
| Program Staff | | |
| Non-Direct Staff | | |
| Competent Prof. Authority | | |
| Fringe Benefits | | |
| Non-Direct Staff | | |
| **Total PS & Fringe** | $0.00 | |
| **Other Than Personal Service** | | |
| Space | | |
| Program Operations | | |
| Travel | | |
| Equipment | $7,700.00 | $3,500 touch screen kiosk, $1,500 laptop for consultant, $2000 for tablets, $700 cell with hot spot for one year (other equipment such as video recording equipment, copying, and faxes are in-kind) |
| Audit | | |
| Other | $24,872.00 | Cost associated with interpreters to produce audio, video and printed material needs. Also includes a PIP Coordinator at an average of 20 hours a week to coordinate, plan, implement and evaluate program activities. |
| Indirect Costs | | |
| **Subtotal ONPS** | $32,572.00 | |
| Breast Pumps | | |
| **Enhanced Peer Counseling Grant** | | |
| EPC Personal Service | | |
| EPC Fringe | | |
| EPC Travel | | |
| EPC Equipment | | |
| Peer Counselors | | |
| EPC Other | | |
| **Subtotal EPC** | $0.00 | |
| **Grand Total** | $32,572.00 | |

## APPENDIX C (Part 1)- WIC PPROGRAM BUDGET

The total amount for WIC Program Expenses to be paid to Cornell Cooperative Extension of Oneida County shall be paid in accordance with the following budget, to be pro-rated, based on the actual start date of performance under this contract.

| Line Item | Description | Amount |
|---|---|---|
| WIC Program Educator | See job description, App. A | $56,000.00 |
| WIC Competent Professional Authority 3 | See section 2.(c) above | $58,150.00 |
| Mileage | Travel from CCE to WIC Sites and Meetings | $1,500.00 |
| Travel | Conference Fees: WIC Annual Association Training and Annual Managers Retreat | $1,000.00 |
| Indirect Cost | Support services including administrative oversight, finance and IT support | $12,407.00 |
| Equipment | Laptop, smart phone | $1,500.00 |
| Enhanced Services | Consultation, training and support services to the WIC program by trained specialist in program areas such as Gardening, Food Preservation, Child Growth and Development needs, various nutrition staff educators | $20,779.00 |
| TOTAL | | $151,133.00 |

## APPENDIX C (Part 2) – WIC PERFORMANCE IMPROVEMENT PROJECTS (PIP) BUDGET

The total amount for the WIC Performance Improvement Project (PIP) services to be paid to Cornell Cooperative Extension of Oneida County shall be paid in accordance with the following budget, to be pro-rated, based on the actual start date of performance under this contract.

| Line Item | Description | Amount |
|---|---|---|
| Contracted services | Automated messaging service provider for one year, incl. set up fees. | $5,000.00 |
| Mileage/Travel | Travel from CCE to WIC Sites and Meetings | $1,500.00 |
| General Office Supplies | Copy paper, etc. | $ 200.00 |
| Equipment | 2 Laptops, 2 smart phones w/wifi hot spot capability, touch screen kiosk, tablets. | $9,500.00 |
| Project staff expenses | PIP Coordinator for Messaging System, 6 hours/week @ $6,240; PIP Coordinator for Enhanced Refugee Population Ed & Outreach Programming, 20 hours/week @ $24,872 (incl. interpreters for translation as needed); Media Coordinator (MC) and Direct Marketing costs, $59,150 | $90,262.00 |
| TOTAL | | $106,462.00 |

# ADDENDUM

THIS ADDENDUM, entered into on this __st day of _____, 2014, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. **Executor or Non-Appropriation Clause.**

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. **Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. **Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

   1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and

the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. The Contractor certifies that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
   d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
   a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   b. Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The Contractor's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);

d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
1. Abide by the terms of the statement; and
2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **Health Insurance Portability and Accountability Act (HIPPA).**

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
   1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
   2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
   3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
   1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
   2. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:
   1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
   2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:
   1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
   2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
   3. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the

County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. **Worker's Compensation Benefits.**

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. **Non-Discrimination Requirements.**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. **Wage and Hours Provisions.**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of

Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. **Certification of compliance with the Iran Divestment Act.**

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

**County of Oneida**

By:_____

Oneida County Executive

Approved as to Form only

_____

Oneida County Attorney

**Contractor**

By:_____

Name:

# ONEIDA COUNTY HEALTH DEPARTMENT

*Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501*

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E
DIRECTOR OF HEALTH

**ADMINISTRATION**

*Phone: (315) 798-6400 Fax: (315) 266-6138*

September 22, 2014

FN 20 14 - 368

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Re: HRI Contract No. 4694-02

Attached are three (3) copies of an Agreement between Oneida County through its Health Department – Cancer Services Program and Health Research, Inc.

The Cancer Services Program (CSP) oversees the delivery of comprehensive breast, cervical and colorectal cancer screening and diagnostic services to eligible uninsured and underinsured individuals in New York State through local cancer screening program contractors. Each individual cancer screening program contractor develops relationships with regional providers (hospitals, clinics, health care providers) and community based organizations to collaboratively conduct outreach to priority populations, provide screening, diagnostic and case management services, quality assurance, public education, and data management, as well as other activities outlined in this manual. The contractor and its partners also assist individuals diagnosed with breast, cervical, colorectal or prostate cancer in obtaining prompt, comprehensive treatment through the New York State Medicaid Cancer Treatment Program (MCTP), if eligible. Eligible individuals may receive full Medicaid coverage for the duration of their cancer treatment. NYSDOH does not support routine population based screening for prostate cancer. However, men screened and/or diagnosed with prostate cancer through participating providers are eligible for treatment coverage through the MCTP.

The term of this Agreement shall commence on June 30, 2014 and remain in effect through June 29, 2015. Reimbursement to Oneida County is in the amount of $147,431 and is 100% state funded. This is not a program mandated by Public Health Law.

If this Agreement meets with your approval, please forward to the Board of Legislators.

Sincerely,

Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

attachments
ry

Reviewed and Approved for submittal to the Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 10/6/14

**Oneida Co. Department**: Public Health

Competing Proposal ____
Only Respondent ____
Sole Source RFP ____
Other Renewal

ONEIDA COUNTY BOARD OF LEGISLATORS

**NAME AND ADDRESS OF VENDOR**: Ki Whaley
Contract Administrator
Health Research, Inc.
Riverview Center
150 Broadway, Suite 560
Menands, New York 12204

**SUMMARY STATEMENT**: The Cancer Services Program (CSP) oversees the delivery of comprehensive breast, cervical and colorectal cancer screening and diagnostic services to eligible uninsured and underinsured individuals in New York State through local cancer screening program contractors. Each individual cancer screening program contractor develops relationships with regional providers (hospitals, clinics, health care providers) and community based organizations to collaboratively conduct outreach to priority populations, provide screening, diagnostic and case management services, quality assurance, public education, and data management, as well as other activities outlined in this manual. The contractor and its partners also assist individuals diagnosed with breast, cervical, colorectal or prostate cancer in obtaining prompt, comprehensive treatment through the New York State Medicaid Cancer Treatment Program (MCTP), if eligible. Eligible individuals may receive full Medicaid coverage for the duration of their cancer treatment. NYSDOH does not support routine population based screening for prostate cancer. However, men screened and/or diagnosed with prostate cancer through participating providers are eligible for treatment coverage through the MCTP.

**DATES OF OPERATION**: June 30, 2014 through June 29, 2015

**TOTAL FUNDING REQUESTED**: $147,431

___NEW __X_RENEWAL _ _AMENDMENT ____APPLICATION

**FUNDING SOURCE**: HRI funds are Federal dollars coming from the CDC's National Breast and Cervical Early Detection Program. (NBCEDP) NYS Cancer Services Program applies for the funds and distributes to each local program through HRI. (Health Research, Inc. (HRI Contract No. 4694-02)

**Expense Account**: A4090.495

**Revenue Account**: A3451

AGREEMENT

This Agreement, made this 1ST day of Aug., 2014 by and between HEALTH RESEARCH, INC., with offices located at Riverview Center, 150 Broadway, Ste. 560, Menands, NY 12204, hereinafter referred to as "HRI, a domestic not-for profit corporation, and

Oneida County through the Health Department
185 Genesee St.
Adirondack Bank Building
Utica, NY 13501 hereinafter referred to as the "Contractor"
(a(n) State/Local Government

WITNESSETH

**WHEREAS**, HRI has been awarded a grant from the Center Disease Control Prevent, hereinafter referred to as the "Project Sponsor" under grant/contract number 3U58DP00387903S1, hereinafter referred to as "Sponsor Reference"; and,

**WHEREAS**, part of the overall project involves the following:

*Integrated Breast, Cervical and Colorectal Cancer Screening Program*

**WHEREAS**, the Contractor has represented to HRI that it is knowledgeable, qualified, and experienced in the skill(s) required for this project, and that it is willing and capable of performing the services required hereunder

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

**Definitions**: Throughout this Agreement, the following terms shall have the following definitions:

"Contract Start Date": 06/30/2014

"Contract End Date": 06/29/2015

"Total Contract Amount": $294,862

"Maximum Reimbursable Amount": $147,431

"HRI Project Director": Wallace, Dr. Barbara

"Required Voucher Frequency": Monthly

"FAIN Number": U58DP003879

"HRI Contract Number": 4694-02

"Catalog of Federal Domestic Assistance Number": 93.752 ("This contract is "Federally" funded.")

"Budget Flexibility Percentage": 0 %

Attachments / Exhibits: The following are hereby incorporated and made a part of this Agreement:

Exhibit A - "Scope of Work"
Exhibit B - "Budget"
Exhibit C - Reporting/Vouchering Instructions
Attachment A - "General Conditions for HRI Contracts"
Attachment B - "Program Specific Clauses" (if checked) [ X ]
Attachment C - "Modifications to General Conditions and/or Program Specific Clauses" (if checked) [ X ]

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the parties hereto as of the date first above set forth.

**Health Research, Inc.**

Barbara L Ryan

Name: Barbara L. Ryan
Title: Executive Director

**Oneida County through the Health Department**
Federal ID: 15-6000460-

Name: Anthony J. Picente, Jr.
Title: Oneida County Executive

# EXHIBIT A

## Scope of Work

## Integrated Breast, Cervical and Colorectal Cancer Screening Program

### CSP Program Overview

The Cancer Services Program (CSP) oversees the delivery of comprehensive breast, cervical and colorectal cancer screening and diagnostic services to eligible uninsured and underinsured individuals in New York State through local cancer screening program contractors. Each individual cancer screening program contractor develops relationships with regional providers (e.g., hospitals, clinics, health care providers) and community based organizations to collaboratively conduct outreach to priority populations, provide screening, diagnostic and case management services, quality assurance, public education, and data management, as well as other activities outlined in this manual. The contractor and its partners also assist individuals diagnosed with breast, cervical, colorectal or prostate cancer in obtaining prompt, comprehensive treatment through the New York State Medicaid Cancer Treatment Program (MCTP), if eligible. Eligible individuals may receive full Medicaid coverage for the duration of their cancer treatment. NYSDOH does not support routine population-based screening for prostate cancer. However, men screened and/or diagnosed with prostate cancer through participating providers are eligible for treatment coverage through the MCTP.

### Definitions

### CSP Contractor ('contractor')

A contractor is the legal entity with which NYSDOH enters into a contract to coordinate, implement and manage a local CSP across its entire service area. NYSDOH funds contractors across the state to promote evidenced-based cancer screening at the population level and provide appropriate screening services to eligible populations. NYSDOH CSP contractors hold responsibility for all contract activities outlined in the CSP Operations Manual, including those performed by subcontractors. Contractors ensure all required activities and contractual obligations are met in a timely manner and are the primary contact for the NYSDOH. CSP contractors receive a combination of funding from the federal Centers for Disease Control and Prevention (CDC) National Breast and Cervical Cancer Early Detection Program (NBCCEDP) and NYS to reimburse health care providers for eligible clinical services. CSP contractors provide services in every county of NYS.

### CSP Partners ('partners')

Contractors are expected to accomplish required activities through development of relationships with community organizations and health care providers located throughout the service area. Partners work with the CSP contractor to implement the required contract activities and to provide and promote utilization of cancer screening services at the population level and among eligible populations. Community partners can identify barriers to services for their local population and design effective strategies to overcome these barriers. Community partners are more likely to support interventions they themselves have helped develop.

Partners can help CSP contractors reach their goals by:

- expanding and maximizing resources
- coordinating program activities
- identifying approaches and resources to overcome obstacles to the provision of cancer screening and diagnostic follow-up for the CSP priority populations using their relationships to identify, educate and move community members to cancer screening services
  promoting the delivery of breast, cervical and colorectal cancer screening

Partners include:

- community organizations (such as service clubs, senior services programs,

Outreach), but it is required that the contractor at least 51% of the infrastructure contract within the grantee organization. The lead organization (contractor) will have overall responsibility for all contract activities, including those performed by subcontractors, and will be the primary contact for the NYSDOH.

**NYSDOH CSP Staff**

The NYSDOH CSP staff provides oversight and guidance to CSP contractors through programmatic, administrative, clinical and fiscal monitoring and technical assistance, public and provider education regarding cancer prevention and early detection, and assistance implementing effective outreach to the eligible priority populations. Additionally, NYSDOH CSP staff work with CSP contractor staff to ensure that individuals with abnormal screening results receive follow-up and case management as needed and that quality clinical services are provided by the local CSPs through credentialing activities and a quality assurance program. The NYSDOH Cancer Screening Research and Evaluation Unit (a.k.a. Data Unit) provides data management support and monitors and assesses program data for NYSDOH CSP staff and CSP contractors. NYSDOH CSP Regional Managers work with the CSP contractors to provide oversight, monitoring and technical assistance regarding all aspects of contract implementation and management. CSP Regional Managers are the first point of contact for all contract questions including billing, vouchers, eligibility, reimbursement, work plans, budgets, reporting requirements and implementation of all required activities. NYSDOH CSP staff is substantially involved in the program activities, above and beyond routine grant monitoring.

NYSDOH Cancer Services Program staff activities include but are not limited to:

- establishing program policies and guidelines
- collaboration with national and statewide partners and organizations to promote and provide comprehensive, guideline-concordant, breast, cervical, and colorectal cancer screening services among age-appropriate populations in the state
- facilitating the exchange of information and coordination, collaboration, and service integration between contractors and chronic disease counterparts
- provision of ongoing guidance, consultation and technical assistance to support planning, implementation, monitoring, and evaluation of the activities listed within the Scope of Work
- monitoring contractor progress in implementation of the program and working with contractors through email, conference calls, and site visits, and review of progress reports and other data reports to support program progress and program improvement
- convening trainings, capacity building exercises, meetings, web forums, conference calls, and site visits with contractors
- providing relevant research findings, scientific research, public health recommendations, and up-to-date clinical guidelines related to the program Scope of Work
- design, implementation, and evaluation of screening promotion and screening provision activities
- provision of strategies to work effectively with health care systems and other organizations to improve the implementation of activities
- use of clinical data submissions to develop regular data monitoring feedback reports that support data use for quality assurance, program improvement, and program monitoring and evaluation
- evaluation, monitoring, and reporting on progress toward meeting performance standards, using interim progress reports, end of year reports, MDE reports, and others

**Cancer Survivorship**

- *Eligible Population* – Eligibility is based on client income, health insurance status, age and other personal criteria such as risk status. Individuals meeting all the criteria are eligible to receive services. These criteria are:
    - Individuals whose household income is at or below 250% of the Federal Poverty Guideline (FPG) or who live above 250% of the FPG but attest, on a client consent form, they are unable to afford the cancer screening services offered by the program. Individuals who are uninsured or underinsured. These are individuals who lack health insurance, whose health insurance does not cover cancer screening services, or who cannot meet their deductible obligations (including monthly spend down or co-payments) for purposes of accessing coverage under their health insurance and who attest, prior to services being performed, that they are unable to proceed with cancer screening because of these financial obligations.
    - Women aged 40 and older are able to receive breast and cervical cancer screening. Men and women aged 50 and older are able to receive colorectal cancer screening. Other criteria, such as family history, also contribute to screening eligibility. For example, women under age 40 determined to be at high risk or with clinically significant findings for breast cancer may be eligible for breast cancer screening through the program. Similarly, men and women younger than 50 years old at increased risk for colorectal cancer may be eligible for screening. Men at higher risk for breast cancer based on a personal or family history of breast cancer, who are currently experiencing breast symptoms and who also meet all other eligibility criteria, may be eligible for the program.

  A full description of the eligibility criteria and the client consent form may be found in the CSP, Operations Manual.

- *Priority Populations* – The term priority populations refers to sub-groups of the eligible population who are disproportionately affected by breast, cervical and colorectal cancer. These priority populations include:
    - Individuals ages 50 to 64;
    - Women aged 40 and over who are rarely or never screened for cervical cancer (those women who have never had a Pap test or have not had a Pap test within the last 5 years); and,
    - Individuals who are medically unserved or underserved including, but not limited to, individuals who experience barriers to services due to race, ethnicity, age, disability, sexual orientation, gender identity, socio-economic status; cultural isolation and/or geographic location.
- *Integrated Cancer Screening Services* – The provision of all appropriate cancer screening services for which an individual is eligible. For example, women aged 50 years and older who meet the program eligibility criteria will be provided comprehensive, guideline concordant breast, cervical and colorectal cancer screenings.

Due to implementation of the Patient Protection and Affordable Care Act (PPACA), incremental changes may be made to the scope of work over the award period to gradually reduce the emphasis on provision of screening and diagnostic services to eligible uninsured and underinsured men and women with a resulting increase in the implementation of evidence-based policy, systems and environmental change strategies to promote cancer screening on a population level. Contractors will be expected to demonstrate definitive, annual progress toward implementation of such activities.

includes, but is not limited to: media/promotional activities (letters to the editor, newspaper articles, etc.) and educational visits to information community members and decisions makers about the impact of cancer, the unmet need for cancer screening and how the local program addresses the problem in the community
- under the direction of the NYSDOH, oversee the implementation of policy,
- systems and environmental change strategies to promote cancer screening among age-appropriate populations across the state
- under the direction of the NYSDOH, oversee and coordinate close-out activities at the end of the contract period to ensure smooth transition of clients and continuity of their care, as well as complete final data management and provider reimbursement

2. **Partnering, Coordination and Collaboration**

The contractor will build and maintain collaborative relationships with health, human service, education and other community organizations to provide and promote utilization of cancer screening services at the population level and among the eligible populations throughout the proposed service region. The contractor will:

- collaborate with and actively engage organizations and individuals, throughout the service region, with the knowledge, skills and resources to reach the eligible and priority populations to assist in implementing all required activities. Such organizations should include key strategic partners (e.g., American Cancer Society, Susan G. Komen for the Cure, local health departments, NYS Cancer Consortium members, health care systems and providers) and may include public and private businesses, service and social groups, faith-based organizations, non-profit organizations, medical institutions, medical care providers, government agencies, media, Federally Qualified Health Centers, worksites, groups serving individuals with cancer and their families, cancer survivor organizations and others
- develop and implement a plan to regularly communicate with partners and providers about program services and operations. Such communication may be in writing, via phone, webinar and in-person meetings
- engage partners to assess needs, conduct education, and develop, implement and evaluate comprehensive plans for outreach and in-reach recruitment activities to build demand for and provide screening services for eligible priority populations throughout the service region
- ensure that relationships are developed between providers and community organizations to establish referrals for client services not reimbursed through the CSP (e.g., child care, transportation, medical equipment) over the course of the grant period and under the guidance of the NYSDOH:
  - collaborate with and actively engage partners to increase awareness of effective policy, systems and environmental (PSE) change intervention approaches, such as those outlined in the Centers for Disease Control and Prevention's Guide to Community Preventive Services (http://www.thecommunityguide.org/index.html),that support cancer screening promotion and provision activities
  - facilitate planning processes to identify, develop and plan PSE interventions which build demand for cancer screening, especially among priority populations, throughout the service region; and,
  - ensure active contractor, partner and provider support for the NYS Comprehensive Cancer Control Plan goals and activities; collaborate with other organizations on common goals regarding cancer prevention and detection. The NYS Cancer Control Plan can be accessed by visiting http://www.nyscancerconsortium.org/

3. **Public Education, Targeted Outreach and In-reach**

The contractor will engage partners to implement evidence-based or evidence informed strategies to promote the program, build public demand for cancer screening services, and identify eligible clients in priority populations, throughout the service region. In addition, the contractor will ensure and coordinate implementation of client oriented screening interventions and strategies as outlined in the Centers for Disease Control and Prevention Guide to Community Preventive Services (http://www.thecommunityguide.org/index.html) and the National Cancer Institute's Cancer Control PLANET (http://cancercontrolplanet.cancer.gov/). The contractor will also:

decentralized, or combined centralized and decentralized intake model. In a centralized intake model, lead organization staff identify potential clients and act as the first point of contact, assess eligibility, conduct client intake, complete intake forms, schedule appointments and conduct other related administrative tasks. In a decentralized intake model, client identification, eligibility assessment, intake, form completion, scheduling and other administrative tasks take place at many different sites including the lead organization, individual providers, partner organizations, etc. Intake systems will include provisions for ensuring client information and signed consent forms, as required by NYSDOH, are obtained prior to the provision of services. Eligibility assessment systems will include documentation that eligibility criteria have been reviewed for each client. It is expected that at least 75% of clients screened through the program will be aged 50 through 64

o recalling existing clients for rescreening at appropriate intervals ensure a method for purchase and distribution of fecal test kits for colorectal cancer (either fecal occult blood test [FOBT] or fecal immunochemical test [FIT]) and other program materials; Ensure proper medical oversight for provision of fecal test kits for colorectal cancer. Including the establishment of standing medical orders for fecal test kit distribution, development and followup (if applicable). Clients should elect to use one of the available multi-sample fecal tests, i.e., either FOBT or FIT. In instances where the use of the selected test poses a barrier to the participation of a provider or individual patient, consideration will be made for use of the alternative multi-sample test

- report the results of screening and diagnostic testing to the NYSDOH in a timely manner, per Program Performance Measures, below
- refer clients in need of treatment for breast, cervical or colorectal cancer for enrollment in the Medicaid Cancer Treatment Program (MCTP). Refer men meeting program eligibility criteria and screened and/or diagnosed with prostate cancer by network providers for enrollment in the MCTP. It is expected that 100% of MCTP eligible clients will be enrolled in the MCTP. Note: The NYSDOH does not currently support routine population-based screening for prostate cancer and does not, therefore, reimburse for prostate cancer screening
- ensure men and women with abnormal screening results are assessed for their need for case management services and ensuring such services are provided to those in need. Case management involves working with partners and community resources to assist clients in overcoming barriers to timely diagnostic and treatment services Case management may be accomplished through a centralized process (contract organization hiring dedicated case management staff), a decentralized process (contract organization working with staff of network providers) or a combination of both. Case management activities include:

  o ensure men and women in need of follow-up receive comprehensive, coordinated care in a timely manner, as indicated in the Program Performance Measures and based on their individual needs
  o ensure individual written care plans, including periodic reassessment and follow-up of the client's needs throughout the duration of care, are developed, implemented and evaluated for client satisfaction
  o Developing relationships with community organizations that provide resources to address barriers individuals may encounter during diagnosis, evaluation and treatment
- ensure network providers are committed to treat men and women diagnosed with breast, cervical or colorectal cancer, or precancerous cervical lesions, who do not qualify through the MCTP, regardless of the client's ability to pay
- ensure only eligible clients receive program services. Clearly communicate program eligibility guidelines to all providers in the network
- participate in all quality assurance, data collection and reporting requirements set by NYSDOH. Cooperate fully with the NYSDOH quality assurance team to identify providers with potential quality concerns, explore reasons for unusual data patterns, and remediate providers' clinical and/or data reporting deficiencies in a timely manner
- promptly communicate program changes (e.g., eligibility, guidance, practices and policies), professional development opportunities and other issues related to program services and requirements to clinical providers, laboratories, imaging facilities and partners, as directed by NYSDOH
- ensure providers submit all required forms, data and records in a timely manner

**Required Staff and Key Functions**

Contractors will ensure a staffing plan and infrastructure that fully addresses the lead organization's ability to implement all required activities as defined in the Scope of Work above. The staffing plan should also address staff recruitment, training and retention practices. Contractor staff and subcontractors should have the appropriate education and professional credentials and competencies to effectively carry out the required activities. At the lead organization/contractor, staff should be at a level to affect decision-making related to the contract. Salaries should be commensurate with the level of education and experience required of the positions. Note: If a vacancy occurs (resignation, maternity leave, medical leave, etc.), it is the responsibility of the lead organization to cover extended absences and to ensure contract work is completed. Staff fulfilling the roles of the Program Coordinator and other key functions must have the ability to serve and travel to all areas of the service region. The staffing plan is expected to include the following required Program Coordinator position, as well as positions that fulfill the functions below. One appropriately qualified staff person may be responsible for multiple functions; but all functions should be addressed.

**Required Staff**

**1.** Program Coordinator –

This individual should have a function within the contractor organization that reflects professional and leadership status. The Program Coordinator will serve as the primary point of contact with the NYSDOH and is expected to attend all trainings and meetings convened by NYSDOH. This individual will also serve as the primary point of contact for all subcontractors, partners, and providers for all contract activities and communications. In addition, the Program Coordinator will ensure that all required activities, as listed in the Scope of Work, are implemented and will have primary responsibility for all activities listed in the Program Management and Leadership, and Partnering, Coordination and Collaborations sections. The Program Coordinator should demonstrate the ability to motivate and inspire others, convey knowledge and enthusiasm for the program to partners, communicate effectively within the community and with regional and state partners, and plan and implement effective activities to promote and provide breast, cervical and colorectal cancer screening. The contractor will employ a professional position, recommended at a minimum .50 FTE, for a Program Coordinator; exceptions to the recommended minimum FTE will be considered with appropriate justification.

**Key Functions**

1. Public Education and Targeted Outreach (PETO) and In-reach – Staff in this capacity serve as the liaison between community members, hard-toreach members of the priority populations and participating providers. These individuals work to increase the numbers of men and women who seek breast, cervical and colorectal cancer screening by developing and implementing evidence-based and evidence-informed public education programs. Staff should have the ability to communicate clearly and effectively, both orally and in writing, with members of the public and professional audiences about complicated health issues. These individuals should have sufficient knowledge about and experience with the community they serve to identify local resources that address barriers to screening; establish relationships with agencies and organizations to reach priority populations; coordinate culturally appropriate and culturally sensitive events; and conduct other activities needed to reach the eligible and priority populations.

2. Case Management – Case management staff implements protocols and processes to ensure that clients with abnormal screening results receive timely follow-up, as outlined in Program Performance Measures needed diagnostic services. These individuals work with clients, partners, health care providers and other community resources to assist men and women to overcome identified barriers to care. They help clients obtain and keep scheduled diagnostic appointments, access diagnostic evaluation and, if needed, obtain treatment. They may also provide clinical oversight for the interpretation of reports/medical records, conduct risk assessment for eligibility and clinical appropriateness, and ensure adherence to NYSDOH policies and guideline concordant cancer screening. Case management may be conducted by the contractor organization, by network providers or a combination of both.

of the opportunity to appeal this decision by submitting a request for an appeal to a NYSDOH review panel.

**Requirements for Clinical Service Providers**

The contract with the NYSDOH requires contractors or subcontractors on behalf of the local CSP to obtain annual provider agreements with their providers offering clinical services to CSP clients. Provider agreements must also contain the Participating Provider Requirements, referenced in the CSP Operations Manual.

**Providers of screening and/or diagnostic services in the New York State Department of Health Cancer Services Program, (PROVIDERS), agree to:**

1. Abide by the applicable provisions of the New York State Department of Health Cancer Services Program (STATE) Operations Manual including but not limited to: clinical guidelines, eligibility criteria and case management sections.
2. Provide clients of the CSP (STATE) with the same quality of care as afforded to any other patients in their care.
3. Request reimbursement for clinical services ONLY for clients who meet the eligibility criteria as defined in the (STATE) CSP Operations Manual.
4. Treat the STATE as the payor of last resort. All Providers agree to first bill client's other insurance and/or third party payor for services provided through the STATE. Provider further agrees that it must submit accurate information of services performed to the CONTRACTOR for the STATE and may not submit claims for reimbursement directly to the State.
5. Accept reimbursement rates established by the STATE as payment in full for all services that are covered by the STATE. Providers agree not to charge clients for the difference between the STATE reimbursement rate and the Provider's usual fees. Under no circumstances shall Providers bill CSP clients for services that are covered by the STATE.
6. Promptly refer CSP clients for all needed and appropriate diagnostic and treatment services without consideration of their ability to pay. This assurance includes any and all necessary services NOT covered by the STATE.
7. Obtain signed written consent from all CSP clients for the provision of clinical services and release of their medical information to the relevant other entities participating in their care and the New York State Department of Health for the purposes of case management, tracking and reimbursement, in addition to any other consents or authorizations the Providers may obtain or which may be required by law to obtain.
8. Submit accurate demographic, screening, diagnostic treatment and any other data required by the STATE in a timely manner to the STATE contractor and in the format required by the STATE. The Provider agrees that the reimbursement for clinical services will not be provided by the STATE to the STATE contractor for reimbursement to the Provider until data have been accepted and approved on the CSP data system.
9. The State CONTACTOR agrees to pay providers for clinical services accepted and approved on the CSP data system in accordance with the approved reimbursement schedule.
10. Maintain adequate medical, business, financial, personnel, and other records, which may be applicable to the CSP (STATE). Providers agree to provide the (STATE) CSP access to medical, including original mammograms, consents, business, and personnel, financial and other records, which may be relevant to the Cancer Services Program for purposes of inspection, auditing and copying.
11. Ensure that all licensed health care professionals are appropriately licensed to practice their profession in the State of New York, and maintain the appropriate credentials for the services that they are providing. Maintain all applicable provider, office based surgery and/or facility credentials, certifications, licenses, operating certificates, and/or approvals required by law and necessary to perform and bill for CSP services and facility fees, including but not limited to approvals for laboratory, mammography, office based surgery and diagnostic and treatment center services.
12. Immediately notify the CSP (i) if Provider's or Practitioner's license to practice or certification to operate in any state, certification(s) to prescribe medication, if applicable, or staff privileges at any

- All responsible persons and entities will be held accountable for breaches of confidentiality and for misuse of confidential data such that job suspensions, terminations, or legal proceedings may be instituted against them.
- Staff permitted to work from home by the contractor must be able to demonstrate appropriate safeguards to prevent the inadvertent sharing or loss of patient information including, but not limited to, firewalls that do not allow outside access to a wireless network and a level of encryption that ensures security.

**Indus Data Submission and Form Retention**

The NYSDOH CSP maintains a secure on-line, real-time, internet-based data entry system through a contract with Indus Consultancy Services, Inc. (commonly referred to as the Indus system, or Indus). Contractors are responsible for entering screening, diagnostic, treatment, and demographic information into this data system for CSP clients. The use of data available through Indus facilitates timely provider reimbursement, patient tracking and follow-up, improves the quality of data collected, and helps reinforce CSP procedures. On-line data queries and reports are available for contractors and NYSDOH CSP staff to monitor performance. Contractors should establish efficient notification systems with CSP providers in order to receive information from them to ensure that services are reported in a timely manner. These systems are needed to ensure that the following occur:

- positive screening findings are followed-up quickly and appropriately
- timely case management services can be provided
- clients eligible for the NYS MCTP can receive coverage for treatment
- quality clinical care is provided to CSP clients
- rescreening can occur at the appropriate interval and
- CSP providers are reimbursed as soon as possible

Detailed instructions regarding form completion and Indus data entry can be found in the CSP Data Dictionary. Current versions of data entry forms and the CSP Data Dictionary are available on the "Resources" page of the Indus data system or by contacting the NYSDOH CSP Data Unit at CSPdata@health.state.ny.us.

1. Timely submission of Screening Intake Forms (SIFs) and Follow-up Forms (FFs) on the Indus data system The Indus data system only allows for the reimbursement of CSP funds for services that are submitted and accepted onto the data system within 90 days of the date of service. Exceptions to this 90-day rule can be made for services processed with Insurance Denial Conversion Forms, for contractor errors corrected through Revision Forms, and for other special circumstances that justify a longer period of time for data submission. CSP Data Unit administrators have override capability on the Indus data system for the 90-day rule. Requests for overrides should be submitted by email to CSPData@health.state.ny.us. The 90-day rule for data submission on the SIF and FF is outlined below.

**SIF**: The Indus data system assesses the submission date for each individual service on the SIF and determines whether the service was submitted and accepted onto the system within 90 days of the service date. For example, if a mammogram is provided on May 15, 2013 and submitted and accepted onto the data system on August 20, 2013, the system will NOT allow program funds for this service. It is not prudent to delay entry of SIFs until all screenings are complete. The Indus data system allows contractors to submit services on the SIF, have the form accepted, and then add additional services as they are provided.

**FF:** The Indus data system starts counting the 90 days with the LAST service date on the FF. For example, if a FF with a surgical consult on May 15, 2013 and a colonoscopy on July 15, 2013 is submitted and accepted onto the system on September 20, 2013, the data system would allow reimbursement for both of the services on this FF even though the submission is greater than 90 days after the surgical consult in May. The data system begins counting the 90 days with the LAST service date on the form (in this case, July 15, 2013). Given these rules, situations like cancellations of appointments, delays in scheduling colonoscopies, and extended periods of time between follow-up services should not affect whether services can be reimbursed. FFs should not be submitted onto the data system until they are complete. Contractors are expected to ensure data are submitted in accordance with the 90-day rule, so that services can be reimbursed.

rendered by providers that do NOT accept Medicaid reimbursement should be entered on the SIF and FF as being paid with "program" funds.

- If the client is approved for the MCTP, the acceptance letter will include an enrollment date. The contractor staff should compare this enrollment date to the already accepted SIF and FF and confirm that any services that occurred prior to the client's MCTP enrollment date are paid for with "program" funds and services that occurred on or after the enrollment date and were rendered by a provider that accepts Medicaid reimbursement are entered as "other" funds. Revision forms should be submitted to the CSP Data Unit to change funds as needed. Please list "MCTP" as the reason for the revision on the form.
- If the client is NOT approved for MCTP, submit a revision form to the CSP Data Unit to change procedures listed as "paid with other funds" to "paid with program funds". Please list "Denied MCTP" as the reason for the revision on the form.

b. **Clients NOT enrolled in the CSP**: For all applicants to the MCTP who were not enrolled in the CSP at the time they received screening and follow-up procedures, the SIFs and FFs should NOT be entered on the Indus data system. Hard copies of SIFs and FFs should be submitted with the MCTP applications.

4. Form retention recommendations The NYSDOH CSP does not have any formal requirements for retention of SIFs, FFs, or monthly billing reports. Accepted forms and monthly billing reports are available electronically on the Indus data system. Contractors are required to follow their agency's policies about retention of screening intake forms, follow-up forms, and monthly billing reports, as well as consent forms, clinical or medical records and case management notes. If a contractor disposes of forms with confidential client information, these forms must be shredded. The NYSDOH CSP does recommend that contractors retain SIFs and FFs until the services on these forms appear on the monthly billing report to verify that the information was accurately entered on the Indus data system and appears correctly on the monthly billing report. The NYSDOH CSP also recommends that monthly billing reports be retained until the voucher is submitted and processed. Clients who receive case management services should have all case management notes, documentation, forms, etc. retained within their individual charts. Clinical documentation related to case management needs should be retained for a minimum of two (2) years following the conclusion of that client's diagnostic followup. For questions or guidance about case management issues, please contact the CSP Case Management Coordinator at (518) 474-1222.

**CSP Performance Measures Reports**

The CSP Data Unit prepares performance measure (PM) reports for contractors and the NYSDOH CSP staff to monitor program services and other issues relevant to quality assurance, as well as to identify contractors in need of assistance or intervention. The CSP distributes the PM reports to all contractors, summarizing key indicators of performance such as the ability to reach the priority populations, timeliness and appropriateness of follow-up, timely submission of data forms, and the ability to expend clinical services funds. Contractors are expected to meet or exceed CSP PM goals. The PMs are included as objectives in contractor work plans and are used to measure effectiveness related to required activities. The NYSDOH CSP PMs are primarily modeled after those used by the CDC to measure statewide performance. Contractors that meet or exceed the PM goals, as well as other contract requirements, are best positioned to receive the maximum available funding for subsequent contract years. See next page for a list of CSP PMs.

**Reporting Requirements and Contract Monitoring**

1. Annual work plan and budget development

The annual work plan and budget should be prepared by the Program Coordinator with participation and input from other contractor staff and partners as appropriate. The NYSDOH CSP provides required goals and objectives that focus on the implementation and evaluation of required CSP deliverables and that are consistent with PMs. Work plans should include detailed activities that will be implemented to fulfill each of the required objectives. A detailed budget and budget justification is required to justify proposed expenditure of infrastructure funding. The work plan and budget format is in a Microsoft Word document provided to contractors by the NYSDOH CSP. Please contact your Regional Manager to access the most current work plan and budget forms.

2. Semiannual reports

NYSDOH CSP requires contractors to complete and submit semi-annual reports that address the contractor's progress and strategies to implement the work plan activities, to meet, exceed and improve on PMs, and evaluate outreach and public education activities. Reports include comments on barriers and solutions to overcome barriers. Semiannual reports are submitted to Regional Managers and will describe activities for the periods from April 1 through September 30 and October 1 through March 31, respectively. Semiannual reports should be prepared by Program Coordinators with participation and input from other contractor staff and partners as appropriate, using data from the most recent PM reports. Instructions and report format will be sent by the NYSDOH CSP to all contractors. Please contact your Regional Manager to access the most current semiannual report forms.

3. Annual Comprehensive site visit

Regional Managers will assess contractor performance related to implementation of required program goals and activities utilizing the Annual Comprehensive Site Visit Review Tool. Contractors will be required to provide documentation and demonstrate implementation of key required activities for all goals (e.g., produce samples of provider agreements used and communications to providers regarding program policies, guidelines, etc.). A formal, written summary and contractor action plan outlining all required action steps will be provided to the contractor following the annual site visit. Regional Managers will assess contractor progress in responding to required actions steps and adhering to action plans on a predetermined schedule as indicated in the timeline within the contractor action plan.

4. Annual equipment inventory

Contractors are required to complete and submit an annual Equipment Inventory Form (consistent with approved budget items) to their Regional Manager within 30 days of the end of the annual contract period. Equipment items purchased by the contracting agency using NYSDOH funds are to be listed in the inventory with identifying information such as tag number (number assigned by contracting agency), serial number (manufacturer's serial number), location, and any relevant remarks.

Equipment Inventory Form.

Regional Managers will review the contractor Equipment Inventory Forms at the time of submission and at the annual comprehensive site visits to inventory all equipment, furniture supplies or other property purchased through the contract with the NYSDOH. Equipment for the purposes of the inventory is defined as any item costing five hundred dollars ($500.00) or more and having a life expectancy of greater than three (3) years.

5. Monthly contract monitoring

On a monthly basis, Regional Managers will:

- review contractor vouchers and budget monitoring tools submitted by contractors to ensure all clinical services and infrastructure budget lines are expended and that expenditures are related and appropriate to activities detailed in approved work plans. In addition, Regional Managers will review contractors' clinical services allocations in comparison with key PMs to determine success reaching eligible priority populations
- review contractor PMs to identify challenges and barriers and provide assistance to contractors to meet or exceed measures
- review the Public Education and Targeted Outreach chart, which reflects all public education and targeted outreach activities implemented by each contractor on a monthly basis. Regional Managers will review

5. Case management conference calls
Case management conference calls are held bi-monthly to discuss common case management challenges and to identify and share solutions and strategies, to discuss the implementation of new policies, and to review case management protocol. Contractors are expected to share this information with their providers who offer case management services to CSP clients. For questions or guidance about case management conference calls, please contact the CSP Case Management Coordinator at (518) 474-1222.
6. Public Education and Targeted Outreach (PETO) conference calls and webinars The PETO team holds bi-monthly conference calls and webinars to discuss common public education, targeted outreach and recruitment challenges, and evidence- and population-based strategies to increase cancer screening, partner relations and communications. The calls provide an opportunity to network with and learn from others across the state. Contractors are expected to actively participate and implement shared strategies as appropriate. The calls and webinars are open to CSP Program Coordinators, staff fulfilling the public education and targeted outreach functions and community partners. For questions about PETO conference calls, please contact the CSP Outreach and Recruitment Coordinator at (518) 474-1222.
7. Data Unit Conference Calls
Data conference calls are held monthly to provide a way for the Data Unit and all contractors to discuss pertinent topics related to data collection, completion of CSP forms or the use of the Indus Data System, and to provide clarification for any data or Indus-related questions. This call also acts as a forum for contractors to share best practices or successes. The calls are open to CSP Coordinators, Data Managers or any other CSP staff member who uses the Indus Data System on a regular basis. For questions or guidance about the Data conference calls, please contact the CSP Data Unit at CSPData@health.state.ny.us or at (518) 474-1222.
8. New staff orientation
All new contractor staff must participate in training offered by the NYSDOH CSP. These training sessions provide new staff with an overview of all aspects of the CSP. Some sessions are available 24/7 via webinar or the Learning Management System (LMS); others are offered in-person periodically throughout the year. All are announced via the Canserv BML (canserv@health.state.ny.us).

| Table 1: 2014 Federal Poverty Guidelines | | | |
|---|---|---|---|
| **Size of Family Unit** | **Poverty Guideline** | **250 % of Guideline** | **Total Monthly Household Income** |
| 1 | $11,670 | $29,175 | $2,431 |
| 2 | $15,730 | $39,325 | $3,277 |
| 3 | $19,790 | $49,475 | $4,123 |
| 4 | $23,850 | $59,625 | $4,969 |
| 5 | $27,910 | $69,775 | $5,815 |
| 6 | $31,970 | $79,925 | $6,660 |
| 7 | $36,030 | $90,075 | $7,506 |
| 8 | $39,090 | $100,225 | $8,352 |
| For families with more than 8 persons, add the following amount for each additional person | | $4,060 | |

Source: Department of Health and Human Services 2014 Federal Poverty Guidelines
For more information on poverty guidelines, access the U.S. Department of Health and Human Services website at: http://aspe.hhs.gov/poverty/

5. Expanded Income Eligibility - A client living above 250% of the FPG who meets all other eligibility criteria may be enrolled in the CSP if s/he meets the criteria for uninsured or underinsured outlined below.
6. Uninsured Criteria - A client is "uninsured" if s/he has no health insurance of any type.
7. Underinsured Criteria - A client is underinsured if s/he has:

- health insurance that does not cover clinically appropriate cancer screening or diagnostic services
- health insurance with an annual deductible, monthly spend down, or co-payment that is high enough to prevent him/her from obtaining cancer screening services

Staff responsible for enrolling clients will review eligibility criteria with all clients prior to obtaining client consent. The consent form includes an attestation by the client that he or she meets CSP eligibility guidelines for income and insurance status, as noted above. The client's insurance will be billed first and the CSP will reimburse for services based on the CSP maximum allowable reimbursement rates after the insurance has either denied the claim or made partial payment. Both client and CSP provider must be aware that there is no CSP reimbursement if the insurance payment is equal to, or greater than, the CSP maximum allowed reimbursement. Clients with high deductibles must be enrolled in the CSP prior to

## Cancer Screening Guidance

This chapter provides Cancer Services Program (CSP) contractors with background information about the screening tests reimbursed by the CSP. This chapter describes the use of the client informed consent document, a description of tests for each of the three cancers screened for in the CSP, and a review of screening intervals for each of these cancers as they relate to the CSP data reporting on the CSP Screening Intake Form (SIF) and Follow-Up Form (FF). The chapter also includes important information regarding diagnostic evaluation of abnormal screening results and reporting. Additionally, this section addresses the definition of high risk and clinically significant findings related to breast and colorectal cancer. This section reviews only those clinical services for which the CSP provides reimbursement.
The CSP is a population-based, average-risk screening program, which bases its recommendations and reimbursement policies on evidenced-based guidelines published by reputable organizations. Some of these organizations include Centers for Disease Control and Prevention (CDC), the Agency for Healthcare Research and Quality, United States Preventive Services Task Force (USPSTF), the National Comprehensive Cancer Network (NCCN), the National Cancer Institute (NCI), the American Cancer Society (ACS), the American College of Obstetricians and Gynecologists (ACOG), and the American Society for Colposcopy and Cervical Pathology (ASCCP). When evidence based guidelines are not available, the CSP relies on developing consensus through internal and external NYSDOH clinician review.

## Client Consent for Participation in the CSP

Staff responsible for enrolling clients must obtain a signed CSP consent form from each client at the time of his or her enrollment, prior to the provision of services by a CSP provider. The consent form informs the client about CSP reimbursed services and CSP income and insurance eligibility guidelines, as well as requires clients to attest to their eligibility for CSP services. The consent form also serves as permission to release information regarding provided services and gives permission for a case manager to contact clients with an abnormal screening result. The required consent form to be used by all contractors and their participating providers is included in the CSP Operations Manual. This consent form is available in English, Spanish, Russian, Chinese, French, Korean and Haitian Creole; please contact your CSP Regional Manager to request copies of the required consent forms.

## Cancer Screening

1. Breast Cancer Screening

Breast cancer screening tests reimbursed by the CSP include:

- mammography (either screen film or digital) and
- Clinical Breast Examination (CBE)
-

According to program guidance from the National Breast and Cervical Cancer Early Detection Program (NBCCEDP), a combination of CBE and mammography can generally detect an abnormality at an early stage of the disease. Mammography is recommended to detect breast cancer in its earliest, most treatable stage. Research from clinical trials demonstrates that mammography can reduce breast cancer mortality by more than 30 percent. Additionally, several studies have evaluated the proportion of cancers (4.6%- 5.9%) identified by CBE that were not detected by mammography. CSP providers must offer access to CBE and mammography for breast cancer screening for eligible women. Breast self-examination (BSE) is the regular practice of observation and palpation of one's own breasts for the purpose of identifying changes. Although BSE is frequently advocated, evidence for its effectiveness to date has not been shown to decrease breast cancer mortality. BSE is not reimbursed by the CSP. Many organizations indicate that it is important for women to know how their breasts usually look and feel and to talk to a health care provider if any lumps or other changes in the breasts are noticed. The CSP recommends BSE be taught only in the context of a CBE by an examining clinician.

a. Mammography

A mammogram is an X-ray examination of the breast. A screening mammogram is performed in women who do not have symptoms of breast cancer (i.e., the woman is asymptomatic). A diagnostic mammogram is performed in women presenting with symptoms. A standard screening mammogram takes four views of the breasts and may locate abnormalities before they can be felt on physical

plan (immediate follow-up, short-term re-screening or annual screening) should be indicated on the documentation form as well. With prior approval from the CSP, CSP providers may use an alternate form or Electronic Medical Record (EMR) screenshot. The alternative form must contain, at a minimum, the same information required on the CSP CBE Documentation Form. A lternative forms must be sent to the CSP for approval:
Clinical Care Unit
Cancer Services Program
150 Broadway, Suite 350
Albany, NY 12204
Providers will be notified in writing within 30 days if the alternate forms are acceptable.
Minimum Qualifications for CBE Providers:
In accordance with New York State Education Law, CBEs must be performed by a practitioner who is licensed by the State of New York, or another state, as a Registered Nurse (RN), Nurse Practitioner (NP), Physician's Assistant (PA), Doctor of Medicine (MD), or Doctor of Osteopathy (DO) (NYS Education Law, Title VIII, Article 130, 131, 131-B, 139, 140). A licensed radiologic technologist (RT) may perform CBEs in the CSP, under the supervision of a licensed physician, provided that:
8. the licensed RT meets the personnel requirements for performing mammography as defined by the MQSA administered by the FDA. The licensee must maintain MQSA status through continuing medical education as required under MQSA;
9. the licensed RT is certified in mammography and maintains registration in this specialty through the American Registry of Radiologic Technologists; and
10. the licensed RT successfully completes a training course in the performance of CBEs. It is recommended that providers who perform CBEs attend a skills update once every two years.
2. Cervical Cancer Screening
Cervical cancer screening tests reimbursed by the CSP include:

- Papanicolaou (Pap) test (either conventional or liquid-based) and pelvic examination
- high-risk HPV DNA test, Hybrid Capture II, Cervista HR or cobas® HPV a. Pap test (Pap Smear) and Pelvic Examination

A Pap test is a procedure performed to collect cells from the surface of the cervix (ectocervix) and from the endocervical canal to check for abnormalities. Cells are gently scraped from the cervix and endocervix using a spatula, broom, or endocervical brush. Conventional Pap tests are done by placing the scraped cells onto a glass microscope slide and then applying a fixative. Liquid-based Pap tests are done by vigorously dispersing the scraped cells into a liquid solution. In either test type, the cells are later examined for the presence or absence of abnormalities.
A Pap test is completed during the visual part of a pelvic examination. The CSP reimburses for a bi-manual pelvic examination. A bi-manual examination occurs when a clinician uses both hands to feel the inside of the vagina, the uterus and the ovaries for any problems. Bi-manual exams are not specific tests for cervical cancer and may be done without also performing a Pap test. Bi-manual pelvic exams performed in conjunction with a Pap test at appropriate intervals are reimbursable through the CSP. Contractors must utilize cytology laboratories certified under the Clinical Laboratory Improvement Amendments (CLIA) of 1998 to evaluate Pap tests.

b. High-Risk HPV DNA Test
The high-risk HPV DNA test (HPV DNA test) tests for high-risk types of the HPV virus that cause abnormal cervical cell changes. HPV infection is a major risk factor for the development of cervical cancer. An HPV DNA test can be done after abnormalities are seen on a Pap test to determine if the cell changes are being caused by any of the types of HPV known to cause cervical cancer. The results of this test can help health care providers on the best course of treatment for a patient. The high-risk HPV test can be performed from the same sample obtained in a liquid-based Pap test. An HPV DNA test may also be done in women over the age of 30 at the same time as a Pap test to screen for HPV infection. There is also an HPV test that will provide information regarding the specific genotyping of the high-risk types when risk stratification is necessary, however this is not currently reimbursable in the NBCCEDP program.

Approximately 15% to 20% of CRC cases occur among people who are at increased risk and approximately 5% to 10% of CRC cases occur among people who are at high risk. If a colonoscopy is determined to be medically contraindicated by a physician, individuals at increased or high risk should be screened with a double contrast barium enema alone or in combination with a flexible sigmoidoscopy (see below).

c. Double Contrast Barium Enema (DCBE) and Flexible Sigmoidoscopy

The CSP provides reimbursement for DCBE and flexible sigmoidoscopy only for individuals at increased or high risk for CRC when colonoscopy is medically contraindicated. During a DCBE, the colon is first filled with a chalky white solution containing barium and is then drained, leaving behind a thin layer of barium along the colon's surface. The colon is filled with air to provide a detailed view of the inner surface of the colon, and an X-ray is taken. If any polyps or suspicious areas are seen during the DCBE, a diagnostic colonoscopy should be performed. A flexible sigmoidoscopy involves the examination of the first third of the colon by aflexible, tubular instrument that is shorter than the colonoscope. The tubular instrument contains a light source and camera to view this portion of the colon. Cleansing of the bowel, similar to preparation for colonoscopy, is required. Sedation may be used; however, many sigmoidoscopies are performed in an office by general internists and family practice doctors without sedation. A diagnostic colonoscopy should be performed if any polyps or suspicious areas are detected during the sigmoidoscopy.

**Cancer Screening Intervals**

1. Breast Cancer

The CSP recommends and reimburses for breast cancer screening tests at the following intervals:

- mammogram every one to two years beginning at age 40 and continuing for as long as a woman is in good health
- CBE annually for women ages 40 and over in conjunction with a gynecological health assessment or just prior to their screening mammogram

Women at increased risk for breast cancer should discuss screening options with their medical providers. While the CSP does not provide reimbursement for all advanced testing for women at high risk for breast cancer, the local CSP may assist women to obtain alternate funds, either through referral to public health insurance programs for which they qualify, or to other available sources.

2. Cervical Cancer

**The National Breast and Cervical Cancer Early Detection Program (NBCCEDP) has adopted United States Prevention Services Task Force (USPSTF) updated screening recommendations effective July 1, 2012. The CSP screening policies are intended to reach the population of women age 40-65, with a continued emphasis on reaching the priority population for cervical cancer screening of women who have never or rarely been screened (screened in the last 5 years).** The CSP recommends and reimburses for cervical cancer screening tests at the following intervals:

- screening for cervical cancer in women age 40-65 years of age with cytology (Pap test) every 3 years or screening with a combination of cytology and high risk human papillomavirus (HPV) testing every 5 years for women age 40-65
- no screening for cervical cancer among women older than 65 who have had adequate screening (3 negative cytology alone or 2 negative HR HPV) in the 10 years preceding their 65th birthday, regardless of sexual history and if they are not high risk
- women who are considered high risk (e.g., HIV positive, immunocompromised and exposed in utero to diethylstilbestrol <DES>) should undergo annual cytology testing
- no cervical cancer screening for women who have had a hysterectomy with the removal of a cervix and who do not have a history of a high-grade precancerous lesion (cervical intraepithelial neoplasia <CIN> grade 2 or 3) or cervical cancer

The CSP only provides reimbursement for diagnostic follow-up for abnormal Pap test results and pelvic exam findings that are potentially related to cervical cancer or precancerous cervical changes. The local CSP should assist women with Pap test and pelvic examination results indicative of another type of gynecologic cancer (vaginal, vulvar, endometrial or ovarian) to obtain alternate funds through referral to public health insurance programs for eligible women or through other sources. Clients with non-cancerous conditions (such as infections or sexually transmitted diseases [STDs]) may be referred to Title X Family Planning Clinics, Federally Qualified Health Centers, or STD clinics for diagnosis and treatment of these conditions. Clients of any age diagnosed with pre-cancerous cervical changes or cervical cancer should be appropriately referred for treatment and may be eligible for Medicaid coverage for this treatment.

3. Colorectal Cancer

Diagnostic follow-up is performed when a CRC screening test indicates that additional evaluation is required to assess the abnormality that is present. CSP contractors and providers must follow required timeframes for diagnostic follow-up per program guidance.

Diagnostic follow-up for all positive fecal tests must be completed as soon as possible, but no later than 90 days from the fecal test development date. Providers should conduct proper follow-up for all positive fecal tests with a complete examination of the colon.

Abnormal results on a colonoscopy may be indicative of different conditions, including some not related to CRC or polyps. Clients found to have a condition other than polyps or CRC (such as hemorrhoids, upper gastrointestinal bleeding, or inflammatory bowel disease) should be appropriately managed by a health care provider. The CSP does not reimburse for treatment services for diagnoses other than those related to CRC. The local CSP may assist such men or women to obtain alternate funds through referral to public health insurance programs, or other sources. Clients found to have adenomatous polyps, hyperplastic polyps, hereditary nonpolyposis colon cancer (HNPCC), or familial adenomatous polyposis (FAP) should be appropriately followed-up according to clinical guidelines. Clients diagnosed with CRC should be appropriately referred for treatment and may be eligible for Medicaid coverage for this treatment.

**Prior Approval Process for Colonoscopy for Individuals at Increased Risk, High Risk and Symptomatic for CRC**

The CSP supports screening for asymptomatic, average-risk people age 50 and older by multi-slide high sensitivity, take-home fecal tests. CSP clients with abnormalities found on multi-slide, take-home fecal tests should be scheduled for a colonoscopy. Individuals aged 50 to 64 with specific symptoms of CRC and those individuals determined to be at elevated risk due to personal or family medical history or current medical or genetic conditions may be screened directly by colonoscopy. To be screened directly by colonoscopy, clients must receive prior approval through the CSP contractor. CSP contractors are responsible for communicating this policy to their clients and providers. CSP providers will need to submit clear documentation of the individual's risk status in accordance with eligibility criteria to the CSP contractor. The designated CSP contractor staff will review the medical record documentation and complete a CSP Colonoscopy Prior Approval Request Form. A signed copy of this form shall be maintained in the CSP client record and a copy returned to the provider for inclusion in the client's medical record.

**CSP Reimbursement for Anesthesia with Colonoscopy**

The CSP reimburses for monitored anesthesia care only when medically indicated and administered by an anesthesiologist or certified registered nurse anesthetist (CRNA). If a medical provider or hospital chooses to use monitored anesthesia care when it is not medically necessary, the CSP will not reimburse for this service and the provider must find an alternate means to pay for these services. The routine assistance of an anesthesiologist or CRNA for average-risk adult patients undergoing lower GI endoscopic procedures is not considered medically necessary. Thus, the CSP will not reimburse for anesthesia

The CSP will reimburse for breast cancer screening services (CBE and screening mammography) and any necessary CSPreimbursable diagnostic services for individuals under the age of 40 when one of the following criteria are met and screening has been recommended and documented by a NYS-licensed health care provider on a Provider Attestation of Client Eligibility for Women less than 40 years of Age form:

High Risk for Breast Cancer Criteria

☐ a woman is determined to have a 5-year risk of invasive breast cancer greater than or equal to 1.7%, or a lifetime risk greater than or equal to 20%

☐ a woman is determined to have a known genetic predisposition for breast cancer by genetic testing (i.e., a BRCA 1 or 2 mutation)

☐ a woman has a personal history of breast cancer (and is not in active treatment)

☐ a woman has a personal history of receiving thoracic (chest) irradiation in her teens or 20s

These high-risk criteria have been adapted from those identified by the National Comprehensive Cancer Network (NCCN).

2. Clinically Significant Findings Criteria

Women younger than the age of 40 presenting with a self-reported symptom concerning for breast cancer should undergo an evaluation with a NYS-licensed health care provider. The CSP will not reimburse for CBE in 18-39 year old individuals with self-reported symptoms. The CSP will reimburse for diagnostic evaluation of one or more of the following clinically significant findings after such a finding has been evaluated by a NYS-licensed health care provider who determines whether diagnostic evaluation is necessary AND that provider documents the request on a Provider Attestation of Client Eligibility for Women less than 40 Years of Age form. The following clinically significant findings have been identified by the NBCCEDP and the NCCN and are endorsed by the CSP:

☐ discrete, dominant mass in breast

☐ spontaneous nipple discharge without a discrete, dominant mass in breast

☐ asymmetric thickening or nodularity

☐ skin or nipple changes

The following diagnostic services, where appropriate, are reimbursable through the CSP:

☐ diagnostic ultrasound

☐ breast fluid cytology

☐ diagnostic mammography and/or

☐ referral for surgical consultation and biopsy if necessary

**Use of Magnetic Resonance Imaging (MRI) as an Adjunct Screening Tool in Women at High Risk for Breast Cancer (for women of all ages):**

The CSP acknowledges recent literature regarding the use of MRI as an adjunct screening tool in women at high risk for breast cancer. The level of evidence for these recommendations, however, is based on nonrandomized screening trials, observational studies and expert opinion. In 2005, the NBCCEDP released a white paper on technologies for the early detection of breast cancer. At that time, it was recommended that MRI not be reimbursed as a screening examination for women of any age at either high or average risk for breast cancer. The rationale for this decision was based on concerns about program operations, accuracy, reproducibility and access. The NBCCEDP has not changed its position on this topic since that time. Additionally, in 2007, a Hayes technology review looked at MRI for breast cancer screening in women at high risk. Although moderate evidence was found to suggest that MRI was more sensitive than mammography for the detection of breast cancers, there was a lack of randomized trials comparing mammography screening programs with programs that combine mammography with MRI. Based on this information, the relative impact of MRI on the breast cancer mortality of high-risk women is currently unknown. Therefore, the CSP does not reimburse for the use of MRI as an adjunct screening tool in women of any age including those at high risk for breast cancer.

EXHIBIT B

**Contractor Name:** Oneida Co. Health Department

**Patient Service Fees (Total Contract Amount):** 294,862

**Maximum Reimbursable Amount:** 147,431

**Budget Justification**

Reimbursement shall be made for clinical services provided to eligible clients per the New York State Cancer Services Program Operations Manual. Reimbursement shall only be made for those allowable services as listed in the New York State Cancer Services Program Operations Manual. Clinical and laboratory services will be reimbursed on a fixed-price, fee-for-service basis, per the Maximum Allowable Reimbursement Schedule (MARS) that is included in the New York State Cancer Services Program Operations Manual. The MARS may be adjusted periodically by the State to reflect changes to reimbursable services and/or fees based on federal and state mandates, national clinical practice guidelines and available funding. The regional rates shall be at or below the New York State Regional Medicare rates as published annually by the United States Department of Health and Human Services. Reimbursement rates shall be updated annually on April 1. The schedule of rates for each subsequent year shall be made available to the contractor via the New York State Cancer Services Program Operations Manual.

## Exhibit C
## Reporting, Vouchering and Other Requirements

The **Reporting Frequency** for this Contract shall be:

☒ Monthly ☐ Quarterly ☐ Semi Annually ☐ Annually

Client information is reported as services rednered to each client via input of the screening intake and follow up forms on the secure program data system.

The **Evaluation Frequency** for this Contract shall be:

☐ Monthly ☐ Quarterly ☐ Semi Annually ☐ Annually

X Other (specify): ☐ Not Applicable
Monthly – Program reviews monthly performatnce measure and expenditure reports.

**Voucher /Reports submission:**

The Contractor shall submit all vouchers and reports required hereunder to the address noted:

☒ Erica Wade-Loop
Cancer Services program
NYSDOH Central NY Regional Office
217 S. Salina Street
Syracuse, NY 13202

☐ Linda Garner
Cancer Services Program
335 East main Street
Rochester, NY 14604

☐ Janet Roach
Tioga County Health Department
1062 State route 38, PO Box 120
Owego, NY 13827-0120

☐ Lloyd James
Cancer Services Program
Chronic Disease Unit
90 Church Street, 13th Floor
New York, NY 10007

☐ Michele Benedict
Riverview Center
150 Broadway, Suite 350
Menands, NY 12204

☐ Tammy Nazarko
Riverview Center
150 Broadway, Suite 350
Menands, NY 12204

## Attachment A
## General Terms and Conditions - Health Research Incorporated Contracts

1. **Term** - This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the "Term") unless terminated sooner as hereinafter provided or extended by mutual agreement of the parties.

2. **Allowable Costs/Contract Amount –**
   a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.

   b) It is expressly understood and agreed that the aggregate of all allowable costs under the Agreement shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.

   c) The allowable cost of performing the work under this Agreement shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable (as reasonably determined by HRI) to the Agreement, in the performance of the Scope of Work. To be allowable, a cost must be consistent (as reasonably determined by HRI) with policies and procedures that apply uniformly to both the activities funded under this Agreement and other activities of the Contractor. Contractor shall supply documentation of such policies and procedures to HRI when requested.

   d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to inspection by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for seven years thereafter. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.

3. **Administrative, Financial and Audit Regulations –**
   a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally funded projects only), regardless of the source of the funding specified (federal/non federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Requirements.

| Contractor Type | Administrative Requirements | Cost Principles | Audit Requirements Federally Funded Only |
|---|---|---|---|
| College or University | 2 CFR Part 215 | 2 CFR Part 220 | OMB Circular A-133 |
| Non Profit | 2 CFR Part 215 | 2 CFR Part 230 | OMB Circular A-133 |
| State, Local Gov. or Indian Tribe | OMB Circular A-102 | 2 CFR Part 225 | OMB Circular A-133 |
| Private Agencies | 45 CFR Part 74 | 48 CFR Part 31.2 | OMB Circular A-133 |
| Hospitals | 2 CFR Part 215 | 45 CFR Part 74 | OMB Circular A-133 |

   b) If this Agreement is federally funded, the Contractor will provide copies of audit reports required under any of the above audit requirements to HRI within 30 days after completion of the audit.

7. **Indemnity** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend HRI, its agents and employees, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Contractor, or anyone directly or indirectly employed or contracted by Contractor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

8. **Amendments/Budget Changes –**
   a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect, with the exception of changes and amendments that are made mandatory by the Project Sponsor under the sponsoring grant/contract, which will take effect in accordance with the Project Sponsor's requirements and schedule.

   b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.

   c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

9. **Insurance –**
   a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.

   b) The Contractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:

      1) Commercial General Liability (CGL) with limits of insurance of not less than $1,000,000 each Occurrence and $2,000,000 Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Contractor. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.

      2) Business Automobile Liability (AL) with limits of insurance of not less than $1,000,000 each accident. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's AL policy. The AL coverage for the Additional Insureds shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.

      3) Workers Compensation (WC) & Employers Liability (EL) with limits of insurance of not less than $100,000 each accident for bodily injury by accident and $100,000 each employee for injury by disease.

neither it nor its authorized subcontractors, if any, 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 Agreement. 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 Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

**14. Use of Names** - Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 10 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the expressed written approval of HRI.

**15. Site Visits and Reporting Requirements -**

a) Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for the balance of the calendar year in which they are created and for six years thereafter.

b) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor and inspect Records. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.

c) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

16. Miscellaneous –

a) Contractor and any subcontractors are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provisions requiring the subcontractor to pay its Employer Obligations when due. Contractor is fully responsible for the performance of any independent contractors or subcontractors.

b) This Agreement may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.

c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

d) Contractor shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict with the proper discharge of Contractor's duties under this Agreement. In the event any actual or potential conflict arises, Contractor agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential impact on Contractor's performance under this Agreement.

e) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.

f) All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.

6) Section 543 of the PHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients).
7) Trafficking in Persons – subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
8) PHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 C.F.R Parts 50 and 94.
9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the PHS Grants Policy Statement.

b) Notice as Required Under Public Law 103-333: If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

c) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.

d) Contractor agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith.

e) Criminal Penalties for Acts Involving Federal Health Care Programs - Recipients and sub-recipients of Federal funds are subject to the strictures of 42 U.S.C. 1320A-7B(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, including for making false statements and representations and illegal remunerations.

f) Equipment and Products - To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.

g) Acknowledgment of Federal Support – When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

h) Anti-Kickback Act Compliance - If this contract or any subcontract hereunder is in excess of $2,000 and is for construction or repair, Contractor agrees to comply and to require all subcontractors to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

i) Davis-Bacon Act Compliance - If required by Federal programs legislation, and if this subject contract or any subcontract hereunder is a construction contract in excess of $2,000, Contractor agrees to comply and/or to require all subcontractors hereunder to comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

j) Contract Work Hours and Safety Standards Act Compliance - Contractor agrees that, if this subject contract is a construction contract in excess of $2,000 or a non-construction contract in excess of $2,500 and involves the employment of mechanics or laborers, Contractor shall comply, and shall require all subcontractors to comply, with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Contractor agrees that this clause shall be included in all lower tier contracts hereunder as appropriate.

k) Clean Air Act Compliance - If this contract is in excess of $100,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

## ATTACHMENT B
## PROGRAM SPECIFIC CLAUSES

1. **Maximum Reimbursable Amount:** In the event that a **Maximum Reimbursable Amount** has been specified on the face page of this Agreement, it is understood and accepted by the Contractor that while the Budget attached hereto as Exhibit B is equal to the Total Contract Amount specified on the face page of this Agreement, the aggregate of all allowable costs reimbursed under this reimbursement contract ***will not exceed the Maximum Reimbursable Amount***. The Contractor may incur allowable costs in all categories as noted in the Budget Exhibit B; however, the aggregate amount reimbursed by HRI under this Agreement shall not exceed the Maximum Reimbursable Amount. In the event the Maximum Reimbursable Amount is increased by HRI, the Contractor will be notified in writing by HRI.

# Attachment C - Additions to General Terms and Conditions

1. System for Award Management (SAM) – for all agreements

Contractor is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25 of Code of Federal Regulations. Contractor must maintain the accuracy/currency of the information in SAM at all times during which your entity has an active agreement with HRI. Additionally, your entity is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information.

2. Equal Employment Opportunity – for all agreements

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

3. Whistleblower Policy – for all federally funded agreements

Congress has enacted whistleblower protection statue 41 U.S.C. 4712, which applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. This program requires all grantees, subgrantees and subcontractors to: inform their employees working on any federally funded award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

The statue (41 U.S.C. 4712) states that an "employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a Member of Congress or a representative of a Congressional committee; or an Inspector General; or the Government Accountability Office; or a Federal employee responsible for contract or grant oversight or management at the relevant agency; or an authorized official of the Department of Justice or other law enforcement agency; or a court or grand jury; a management official or other employee of the contractor, subcontractor, grantee or subgrantee who has the responsibility to investigate, discover or address misconduct.

# ONEIDA COUNTY HEALTH DEPARTMENT

*Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501*

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E
DIRECTOR OF HEALTH

**ADMINISTRATION**

*Phone: (315) 798-6400 ~ Fax: (315) 266-6138*

FN 20 14 - 369

September 24, 2014

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Re: New York State Department of Health
Bureau of Tuberculosis Control C-029372

Attached are five (5) copies of a grant between the New York State Department of Health – Bureau of Tuberculosis Control and Oneida County Department of Health – Diagnostic & Treatment.

The Oneida County Health Department will work toward the national objective of TB elimination. The critical elements of a tuberculosis control program include early case finding and reporting, prompt diagnosis, appropriate treatment, case management with particular attention to directly observed therapy, aggressive investigations of contacts, treatment of latent TB infection, and educational programs.

The term of this grant shall become effective March 31, 2014 and remain in effect through March 30, 2015. The first year reimbursement to Oneida County is in the amount of $48,930. (This is the first year of a five year grant; total grant is $244,650) This grant is 100% state funded.

This program is mandated by Public Health Law.

If this grant meets with your approval, please forward to the Board of Legislators.

Sincerely,

Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

attachments
ry

RECEIVED
OCT - 9 2014

Reviewed and Approved for submittal to the Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 10/8/14

**Oneida County Department:** Public Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other: Renewal

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**NAME AND ADDRESS OF VENDOR:** Lourdes M. Cacciotti (C-029372)
Bureau of Tuberculosis Control
NYS Department of Health
ESP Corning Tower – Room 575
Albany, New York 12237-0669

**SUMMARY STATEMENT**: The Oneida County Health Department will work toward the national objective of TB elimination. The critical elements of a tuberculosis control program include early case finding and reporting, prompt diagnosis, appropriate treatment, case management with particular attention to directly observed therapy, aggressive investigations of contacts, treatment of latent TB infection, and educational programs.

**DATES OF OPERATION**: March 31, 2014 through March 30, 2015

**TOTAL FUNDING REQUESTED**: $48,930

____**NEW** _X__**RENEWAL** ____**AMENDMENT** ____**APPLICATION**

**FUNDING SOURCE:** 100% State funded

**O.C. DEPARTMENT STAFF COMMENTS**: This is the first year of a five year grant from March 31, 2014 through March 30, 2019. Five year total grant is $244,650.

**Expense Account**: A4014

**Revenue Account:** A3414

## STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

| | |
|---|---|
| STATE AGENCY (Name & Address):<br><br>New York State Department of Health<br>Bureau of Tuberculosis Control<br>Corning Tower Building, Room 575<br>Albany, NY 12237 | BUSINESS UNIT/DEPT. ID: DOH-01/3450000<br><br>CONTRACT NUMBER: C-029372<br><br>CONTRACT TYPE:<br>☑ Multi-Year Agreement<br>☐ Simplified Renewal Agreement<br>☐ Fixed Term Agreement |
| CONTRACTOR SFS PAYEE NAME:<br><br>Oneida County Health Department | TRANSACTION TYPE:<br>☑ New<br>☐ Renewal<br>☐ Amendment |
| CONTRACTOR DOS INCORPORATED NAME:<br><br>NA | PROJECT NAME:<br><br>Tuberculosis Prevention & Control |
| CONTRACTOR IDENTIFICATION NUMBERS:<br><br>NYS Vendor ID Number: 1000002595<br>Federal Tax ID Number: 300100000<br>DUNS Number (if applicable): | AGENCY IDENTIFIER:<br><br>CFDA NUMBER (Federally Funded Grants Only): |
| CONTRACTOR PRIMARY MAILING ADDRESS:<br><br>Oneida County Health Department<br>Adirondack Bank Bldg., 5th Fl., 185 Genesee St.<br>Utica, NY 13501<br><br>CONTRACTOR PAYMENT ADDRESS:<br>☑ Check if same as primary mailing address<br><br>CONTRACT MAILING ADDRESS:<br>☑ Check if same as primary mailing address | CONTRACTOR STATUS:<br><br>☐ For Profit<br>☑ Municipality, Code: 300100000<br>☐ Tribal Nation<br>☐ Individual<br>☐ Not-for-Profit<br><br>Charities Registration Number:<br><br>Exemption Status/Code:<br><br>☐ Sectarian Entity |

## STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: 03/31/2014 To: 03/30/2019

CURRENT CONTRACT PERIOD:

From: 03/31/2014 To: 03/30/2019

AMENDED TERM:

From: To:

AMENDED PERIOD:

From: To:

CONTRACT FUNDING AMOUNT
(*Multi-year* - enter total projected amount of the contract; *Fixed Term/Simplified Renewal* - enter current period amount):

CURRENT: $ 244,650

AMENDED:

FUNDING SOURCE(S)

- [x] State
- [ ] Federal
- [ ] Other

*FOR MULTI-YEAR AGREEMENTS ONLY* - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

| # | CURRENT PERIOD | CURRENT AMOUNT | AMENDED PERIOD | AMENDED AMOUNT |
|---|---|---|---|---|
| 1 | 03/31/2014-03/30/2015 | $ 48,930 | | |
| 2 | 03/31/2015-03/30/2016 | $ 48,930 | | |
| 3 | 03/31/2016-03/30/2017 | $ 48,930 | | |
| 4 | 03/31/2017-03/30/2018 | $ 48,930 | | |
| 5 | 03/31/2018-03/30/2019 | $ 48,930 | | |

ATTACHMENTS PART OF THIS AGREEMENT:

- [x] Attachment A:
  - [x] A-1 Program Specific Terms and Conditions
  - [ ] A-2 Federally Funded Grants
- [x] Attachment B:
  - [x] B-1 Expenditure Based Budget
  - [ ] B-2 Performance Based Budget
  - [ ] B-3 Capital Budget
  - [ ] B-1(A) Expenditure Based Budget (Amendment)
  - [ ] B-2(A) Performance Based Budget (Amendment)
  - [ ] B-3(A) Capital Budget (Amendment)
- [x] Attachment C: Work Plan
- [x] Attachment D: Payment and Reporting Schedule
- [ ] Other:

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Oneida County Department of Health

By:_____

Anthony J. Picente, Jr.
/Printed Name

Title: Oneida County Executive

Date:_____

STATE AGENCY:

New York State Department of Health
Bureau of Tuberculosis Control
Corning Tower Building, Room 575
Albany, NY 12237

By:_____

Bradley Hutton, M.P.H.
Printed Name

Title: Director, Center for Community Health

Date:_____

STATE OF NEW YORK

County of_____

On the ___ day of _____, ____, before me personally appeared_____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary)_____

ATTORNEY GENERAL'S SIGNATURE

_____

_____
Printed Name

Title:_____

Date:_____

STATE COMPTROLLER'S SIGNATURE

_____

_____
Printed Name

Title:_____

Date:_____

APPENDIX A-1
(REV 10/12)

AGENCY SPECIFIC CLAUSES FOR ALL

DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.

2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

3. Administrative Rules and Audits:

   a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.

      i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

      ii. For a nonprofit organization other than
      - an institution of higher education,
      - a hospital, or
      - an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

      use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

      iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

      iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.

c. The CONTRACTOR shall comply with the following grant requirements regarding audits.

i. If the contract is funded from federal funds, and the CONTRACTOR spends more than $500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than $500,000, and if the CONTRACTOR receives $300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

4. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

a. LOBBYING CERTIFICATION

i. If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.

ii. The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

iii. This section shall be applicable to this AGREEMENT only if federal funds allotted exceed $100,000.

a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 2701, Albany, 12237-0016.

d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.

iv. The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:

a) Payments of reasonable compensation made to its regularly employed officers or employees;

b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed $100,000; and

c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed $150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

**Instructions for Certification**

a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

d) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules Implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.

g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.

8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.

9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.

11. Where the State does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

12. Other Modifications

a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:

- Appendix B - any proposed modification to the contract which results in a change equal to or greater than 10 percent (for contracts less than five million dollars) or 5 percent (for contracts more than five million dollars) to the total contract value must be submitted to OSC for approval;
- Appendix C - Section 11, Progress and Final Reports;
- Appendix D - Program Workplan will require OSC approval.

b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

13. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

a. Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:

- **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3;** OR

- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

b. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2:**

- **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

- **DB-120.1** -- Certificate of Disability Benefits Insurance OR

- **DB-155** -- Certificate of Disability Benefits Self-Insurance

14. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

16. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

## NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

(a) via certified or registered United States mail, return receipt requested;
(b) by facsimile transmission;
(c) by personal delivery;
(d) by expedited delivery service; or
(e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

**State of New York Department of Health**

Name: Stephen E. Hughes, PhD.

Title: Assistant Bureau Director, Bureau of Tuberculosis Control

Address: Corning Tower, Room 575

Albany, New York 12237

Telephone Number: (518) 474-4845

Facsimile Number: (518) 473-6164

E-Mail Address: stephen.hughes@health.ny.gov

**Insert Vendor/Grantee Name Here**

Name: Phyllis D. Ellis, BSN, MS, FACHE

Title: Director of Public Health, Oneida County Health Department

Address: Adirondack Bank Bldg., 5th Floor

185 Genesee Street

Utica, New York 13501

Telephone Number: (315) 798-5633

Facsimile Number: (315) 798-5633

E-Mail Address: pellis@ocgov.net

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

# STATE OF NEW YORK
# MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

## WITNESSETH:

**WHEREAS**, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

**WHEREAS**, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

**NOW THEREFORE**, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

## STANDARD TERMS AND CONDITIONS

## I. GENERAL PROVISIONS

**A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

***Budget Changes***: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

**C. Order of Precedence:**

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2[1], Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2[2], Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

**D. Funding:** Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

**E. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**F. Modifications:** To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

[1] To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

[2] To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

**G. Governing Law:** The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

**H. Severability:** Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**I. Interpretation:** The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

   a) by certified or registered United States mail, return receipt requested;

   b) by facsimile transmission;

   c) by personal delivery;

   d) by expedited delivery service; or

   e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

**K. Service of Process:** In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

**L. Set-Off Rights:** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

**M. Indemnification:** The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

**N. Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**O. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

**P. No Arbitration:** Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**Q. Secular Purpose:** Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

**R. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.[3]

**T. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

**U. Non-Collusive Bidding:** By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

**V. Federally Funded Grants:** All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

[3]As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

## II. TERM, TERMINATION AND SUSPENSION

**A. Term:** The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

**B. Renewal:**

1. ***General Renewal***: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. ***Renewal Notice to Not-for-Profit Contractors***:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. **Termination:**

1. ***Grounds*:**

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. ***Notice of Termination*:**

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations*:

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property*:

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

**D. Suspension:** The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

## III. PAYMENT AND REPORTING

### A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

**B. Advance Payment and Recoupment:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

**C. Claims for Reimbursement:**

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:[4] Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:[5] Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:[6] Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:[7] The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

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[4] A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

[5] Fee for Service is a rate established by the Contractor for a service or services rendered.

[6] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[7] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:[8] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

**D. Identifying Information and Privacy Notification:**

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

[8] Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

**E. Refunds:**

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

**F. Outstanding Amounts Owed to the State:** Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

**G. Program and Fiscal Reporting Requirements:**

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report* (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

**H. Notification of Significant Occurrences:**

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

## IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

**A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

**C. Use Of Material, Equipment, Or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

**D. Property:**

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

**E. Records and Audits:**

1. *General*:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. *Cost Allocation*:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. ***Federal Funds***: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

**F. Confidentiality:** The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**G. Publicity:**

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

**I. Non-Discrimination Requirements:** Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

**J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**K. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

**L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

**M. Unemployment Insurance Compliance:** The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

**N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

**O. Charities Registration:** If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

**P. Consultant Disclosure Law:**[9] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**Q. Wage and Hours Provisions:** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

[9] Not applicable to not-for-profit entities.

# ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
*SUMMARY*

PROJECT NAME: Tuberculosis Prevention & Control

CONTRACTOR SFS PAYEE NAME: Oneida County

CONTRACT PERIOD: From: 03/31/2014

To: 03/30/2015

| CATEGORY OF EXPENSE | GRANT FUNDS | MATCH FUNDS | MATCH % | OTHER FUNDS | TOTAL |
|---|---|---|---|---|---|
| 1. Personal Services | | | | | |
| a) Salary | $18659.00 | | % | | $18659.00 |
| b) Fringe | $1885.00 | | % | | $1885.00 |
| Subtotal | $20544.00 | $0.00 | | $0.00 | $20544.00 |
| 2. Non Personal Services | | | | | |
| a) Contractual Services | $27635.00 | | % | | $27635.00 |
| b) Travel | $200.00 | | % | | $200.00 |
| c) Equipment | $300.00 | | % | | $300.00 |
| d) Space/Property & Utilities | $0.00 | | % | | $0.00 |
| e) Operating Expenses | $0.00 | | % | | $0.00 |
| f) Other | $251.00 | | % | | $251.00 |
| Subtotal | $28386.00 | $0.00 | | $0.00 | $28386.00 |
| TOTAL | $48930.00 | $0.00 | | $0.00 | $48930.00 |

# ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

*PERSONAL SERVICES DETAIL*

| SALARY | | | | | |
|---|---|---|---|---|---|
| POSITION TITLE | ANNUALIZED SALARY PER POSITION | STANDARD WORK WEEK (HOURS) | PERCENT OF EFFORT FUNDED | NUMBER OF MONTHS FUNDED | TOTAL |
| 1. Registered Nurse (TB Coordinator) Part-Time | $ 23,922.00 | 22.50 | 78.00% | 12 | $ 18,659.16 |
| 2. | | | 0.00% | | $0.00 |
| 3. | | | 0.00% | | $0.00 |
| 4. | | | 0.00% | | $0.00 |
| 5. | | | 0.00% | | $0.00 |
| 6. | | | 0.00% | | $0.00 |
| 7. | | | 0.00% | | $0.00 |
| 8. | | | 0.00% | | $0.00 |
| 9. | | | 0.00% | | $0.00 |
| 10. | | | 0.00% | | $0.00 |
| 11. | | | 0.00% | | $0.00 |
| 12. | | | 0.00% | | $0.00 |
| 13. | | | 0.00% | | $0.00 |
| 14. | | | 0.00% | | $0.00 |
| 15. | | | 0.00% | | $0.00 |
| | | | | Subtotal | $ 18659.16 |
| FRINGE - TYPE/DESCRIPTION | | | | | |
| 10.1% Fringe for P/T TB Coordinator | | | | | $1885.00 |
| | | | | PERSONAL SERVICES TOTAL | **$ 20,544.16** |

# ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
*NON-PERSONAL SERVICES DETAIL*

| CONTRACTUAL SERVICES - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. TB Clerical (53 hours per pay period) | $27635.00 |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | $27635.00 |

| TRAVEL - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. Mileage for TB related visits | $200.00 |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | $200.00 |

| EQUIPMENT – TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. Cross-cut shredder | $300.00 |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | $300.00 |

| SPACE/PROPERTY EXPENSES RENT – TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| **SPACE/PROPERTY EXPENSES OWN – TYPE/DESCRIPTION** | **TOTAL** |
| 1. | |
| 2. | |
| 3. | |
| **TYPE/DESCRIPTION OF UTILITY EXPENSES** | **TOTAL** |
| 1. | |
| 2. | |
| 3. | |
| TOTAL | $0.00 |

| OPERATING EXPENSES – TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | $0.00 |

| OTHER – TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. Interpretation cost, printing and cartridges | $251.00 |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | $251.00 |

## ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
*SUMMARY*

PROJECT NAME: Tuberculosis Prevention & Control

CONTRACTOR SFS PAYEE NAME: Oneida County

CONTRACT PERIOD: From: 03/31/2015

To: 03/30/2016

| CATEGORY OF EXPENSE | GRANT FUNDS | MATCH FUNDS | MATCH % | OTHER FUNDS | TOTAL |
|---|---|---|---|---|---|
| 1. Personal Services | | | | | |
| a) Salary | $17522.00 | | % | | **$17522.00** |
| b) Fringe | $1770.00 | | % | | **$1770.00** |
| Subtotal | $19292.00 | $0.00 | | $0.00 | $19292.00 |
| 2. Non Personal Services | | | | | |
| a) Contractual Services | $28728.00 | | % | | **$28728.00** |
| b) Travel | $300.00 | | % | | **$300.00** |
| c) Equipment | | | % | | **$0.00** |
| d) Space/Property & Utilities | | | % | | **$0.00** |
| e) Operating Expenses | | | % | | **$0.00** |
| f) Other | $610.00 | | % | | **$610.00** |
| Subtotal | $29638.00 | $0.00 | | $0.00 | $29638.00 |
| TOTAL | $48930.00 | $0.00 | | $0.00 | $48930.00 |

## ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
*PERSONAL SERVICES DETAIL*

| SALARY | | | | | |
|---|---|---|---|---|---|
| POSITION TITLE | ANNUALIZED SALARY PER POSITION | STANDARD WORK WEEK (HOURS) | PERCENT OF EFFORT FUNDED | NUMBER OF MONTHS FUNDED | TOTAL |
| 1. Registered Nurse (TB Coordinator) Part-Time | $ 26,957.00 | 22.50 | 65.00% | 12 | $ 17,522.05 |
| 2. | | | 0.00% | | $0.00 |
| 3. | | | 0.00% | | $0.00 |
| 4. | | | 0.00% | | $0.00 |
| 5. | | | 0.00% | | $0.00 |
| 6. | | | 0.00% | | $0.00 |
| 7. | | | 0.00% | | $0.00 |
| 8. | | | 0.00% | | $0.00 |
| 9. | | | 0.00% | | $0.00 |
| 10. | | | 0.00% | | $0.00 |
| 11. | | | 0.00% | | $0.00 |
| 12. | | | 0.00% | | $0.00 |
| 13. | | | 0.00% | | $0.00 |
| 14. | | | 0.00% | | $0.00 |
| 15. | | | 0.00% | | $0.00 |
| | | | | Subtotal | $ 17522.05 |
| FRINGE - TYPE/DESCRIPTION | | | | | |
| 10.1% Fringe for P/T TB Coordinator | | | | | $1770.00 |
| | | | | PERSONAL SERVICES TOTAL | **$ 19,292.05** |

## ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
*NON-PERSONAL SERVICES DETAIL*

| CONTRACTUAL SERVICES - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. TB Clerical (53 hours per pay period) | $27728.00 |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | **$27728.00** |

| TRAVEL - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. Mileage for TB related duties | $300.00 |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | **$300.00** |

| EQUIPMENT - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | $0.00 |

| SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| **SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION** | **TOTAL** |
| 1. | |
| 2. | |
| 3. | |
| **TYPE/DESCRIPTION OF UTILITY EXPENSES** | **TOTAL** |
| 1. | |
| 2. | |
| 3. | |
| TOTAL | $0.00 |

| OPERATING EXPENSES - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | **$0.00** |

| OTHER - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. Interpretation cost, printing, and supplies | $610.00 |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | **$610.00** |

# ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
*SUMMARY*

PROJECT NAME: Tuberculosis Prevention & Control

CONTRACTOR SFS PAYEE NAME: Oneida County

CONTRACT PERIOD: From: 03/31/2016

To: 03/30/2017

| CATEGORY OF EXPENSE | GRANT FUNDS | MATCH FUNDS | MATCH % | OTHER FUNDS | TOTAL |
|---|---|---|---|---|---|
| 1. Personal Services | | | | | |
| a) Salary | $16960.00 | | % | | $16960.00 |
| b) Fringe | $1713.00 | | % | | $1713.00 |
| Subtotal | $18673.00 | $0.00 | | $0.00 | $18673.00 |
| 2. Non Personal Services | | | | | |
| a) Contractual Services | $29792.00 | | % | | $29792.00 |
| b) Travel | $265.00 | | % | | $265.00 |
| c) Equipment | | | % | | $0.00 |
| d) Space/Property & Utilities | | | % | | $0.00 |
| e) Operating Expenses | | | % | | $0.00 |
| f) Other | $200.00 | | % | | $200.00 |
| Subtotal | $30257.00 | $0.00 | | $0.00 | $30257.00 |
| TOTAL | $48930.00 | $0.00 | | $0.00 | $48930.00 |

# ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
*PERSONAL SERVICES DETAIL*

| | SALARY | | | | |
|---|---|---|---|---|---|
| POSITION TITLE | ANNUALIZED SALARY PER POSITION | STANDARD WORK WEEK (HOURS) | PERCENT OF EFFORT FUNDED | NUMBER OF MONTHS FUNDED | TOTAL |
| 1. Registered Nurse (TB Coordinator) Part-Time | $ 28,033.00 | 22.50 | 60.50% | 12 | $ 16,959.97 |
| 2. | | | 0.00% | | $0.00 |
| 3. | | | 0.00% | | $0.00 |
| 4. | | | 0.00% | | $0.00 |
| 5. | | | 0.00% | | $0.00 |
| 6. | | | 0.00% | | $0.00 |
| 7. | | | 0.00% | | $0.00 |
| 8. | | | 0.00% | | $0.00 |
| 9. | | | 0.00% | | $0.00 |
| 10. | | | 0.00% | | $0.00 |
| 11. | | | 0.00% | | $0.00 |
| 12. | | | 0.00% | | $0.00 |
| 13. | | | 0.00% | | $0.00 |
| 14. | | | 0.00% | | $0.00 |
| 15. | | | 0.00% | | $0.00 |
| | | | | Subtotal | $ 16959.97 |
| FRINGE - TYPE/DESCRIPTION | | | | | |
| 10.1 % Fringe for P/T TB Coordinator | | | | | $1713.00 |
| | | | | PERSONAL SERVICES TOTAL | $ 18,672.97 |

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

*NON-PERSONAL SERVICES DETAIL*

| CONTRACTUAL SERVICES - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. TB Clerical (53 hours per pay period) | $29792.00 |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | $29792.00 |

| TRAVEL - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. Mileage for TB Program related duties | $265.00 |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | $265.00 |

| EQUIPMENT – TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | $0.00 |

| SPACE/PROPERTY EXPENSES: RENT – TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| **SPACE/PROPERTY EXPENSES: OWN – TYPE/DESCRIPTION** | **TOTAL** |
| 1. | |
| 2. | |
| 3. | |
| **TYPE/DESCRIPTION OF UTILITY EXPENSES** | **TOTAL** |
| 1. | |
| 2. | |
| 3. | |
| TOTAL | $0.00 |

| OPERATING EXPENSES - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | $0.00 |

| OTHER - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. Interpretation cost | $200.00 |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | $200.00 |

## ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
*SUMMARY*

PROJECT NAME: Tuberculosis Prevention & Control

CONTRACTOR SFS PAYEE NAME: Oneida County

CONTRACT PERIOD: From: 03/31/2017

To: 03/30/2018

| CATEGORY OF EXPENSE | GRANT FUNDS | MATCH FUNDS | MATCH % | OTHER FUNDS | TOTAL |
|---|---|---|---|---|---|
| 1. Personal Services | | | | | |
| a) Salary | $16036.00 | | % | | **$16036.00** |
| b) Fringe | $1620.00 | | % | | **$1620.00** |
| Subtotal | $17656.00 | $0.00 | | $0.00 | $17656.00 |
| 2. Non Personal Services | | | | | |
| a) Contractual Services | $30864.00 | | % | | **$30864.00** |
| b) Travel | $200.00 | | % | | **$200.00** |
| c) Equipment | | | % | | **$0.00** |
| d) Space/Property & Utilities | | | % | | **$0.00** |
| e) Operating Expenses | | | % | | **$0.00** |
| f) Other | $210.00 | | % | | **$210.00** |
| Subtotal | $31274.00 | $0.00 | | $0.00 | $31274.00 |
| TOTAL | $48930.00 | $0.00 | | $0.00 | $48930.00 |

# ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

*PERSONAL SERVICES DETAIL*

| SALARY | | | | | |
|---|---|---|---|---|---|
| POSITION TITLE | ANNUALIZED SALARY PER POSITION | STANDARD WORK WEEK (HOURS) | PERCENT OF EFFORT FUNDED | NUMBER OF MONTHS FUNDED | TOTAL |
| 1. Registered Nurse (TB Coordinator) Part-Time | $ 29,156.00 | 22.50 | 55.00% | 12 | $ 16,035.80 |
| 2. | | | 0.00% | | $0.00 |
| 3. | | | 0.00% | | $0.00 |
| 4. | | | 0.00% | | $0.00 |
| 5. | | | 0.00% | | $0.00 |
| 6. | | | 0.00% | | $0.00 |
| 7. | | | 0.00% | | $0.00 |
| 8. | | | 0.00% | | $0.00 |
| 9. | | | 0.00% | | $0.00 |
| 10. | | | 0.00% | | $0.00 |
| 11. | | | 0.00% | | $0.00 |
| 12. | | | 0.00% | | $0.00 |
| 13. | | | 0.00% | | $0.00 |
| 14. | | | 0.00% | | $0.00 |
| 15. | | | 0.00% | | $0.00 |
| | | | | Subtotal | $ 16035.80 |
| FRINGE - TYPE/DESCRIPTION | | | | | |
| 10.1% Fringe for P/T TB Coordinator | | | | | $1620.00 |
| | | | | PERSONAL SERVICES TOTAL | **$ 17,655.80** |

## ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
*NON-PERSONAL SERVICES DETAIL*

| CONTRACTUAL SERVICES - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. TB Clerical (53 hrs per pay period) | $30864.00 |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | **$30864.00** |

| TRAVEL - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. Mileage related to TB program duties | $200.00 |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | **$200.00** |

| EQUIPMENT - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | $0.00 |

| SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| **SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION** | **TOTAL** |
| 1. | |
| 2. | |
| 3. | |
| **TYPE/DESCRIPTION OF UTILITY EXPENSES** | **TOTAL** |
| 1. | |
| 2. | |
| 3. | |
| TOTAL | $0.00 |

| OPERATING EXPENSES - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | **$0.00** |

| OTHER - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. Interpretation cost | $210.00 |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | **$210.00** |

## ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
*SUMMARY*

PROJECT NAME: Tuberculosis Prevention & Control

CONTRACTOR SFS PAYEE NAME: Oneida County

CONTRACT PERIOD: From: 03/31/2018

To: 03/30/2019

| CATEGORY OF EXPENSE | GRANT FUNDS | MATCH FUNDS | MATCH % | OTHER FUNDS | TOTAL |
|---|---|---|---|---|---|
| 1. Personal Services | | | | | |
| a) Salary | $15158.00 | | % | | **$15158.00** |
| b) Fringe | $1531.00 | | % | | **$1531.00** |
| Subtotal | $16689.00 | $0.00 | | $0.00 | $16689.00 |
| 2. Non Personal Services | | | | | |
| a) Contractual Services | $31928.00 | | % | | **$31928.00** |
| b) Travel | $200.00 | | % | | **$200.00** |
| c) Equipment | | | % | | **$0.00** |
| d) Space/Property & Utilities | | | % | | **$0.00** |
| e) Operating Expenses | | | % | | **$0.00** |
| f) Other | $113.00 | | % | | **$113.00** |
| Subtotal | $32241.00 | $0.00 | | $0.00 | $32241.00 |
| TOTAL | $48930.00 | $0.00 | | $0.00 | $48930.00 |

## ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
*PERSONAL SERVICES DETAIL*

| SALARY | | | | | |
|---|---|---|---|---|---|
| POSITION TITLE | ANNUALIZED SALARY PER POSITION | STANDARD WORK WEEK (HOURS) | PERCENT OF EFFORT FUNDED | NUMBER OF MONTHS FUNDED | TOTAL |
| 1. Registered Nurse (TB Coordinator) Part-Time | $ 30,315.00 | 22.50 | 50.00% | 12 | $ 15,157.50 |
| 2. | | | 0.00% | | $0.00 |
| 3. | | | 0.00% | | $0.00 |
| 4. | | | 0.00% | | $0.00 |
| 5. | | | 0.00% | | $0.00 |
| 6. | | | 0.00% | | $0.00 |
| 7. | | | 0.00% | | $0.00 |
| 8. | | | 0.00% | | $0.00 |
| 9. | | | 0.00% | | $0.00 |
| 10. | | | 0.00% | | $0.00 |
| 11. | | | 0.00% | | $0.00 |
| 12. | | | 0.00% | | $0.00 |
| 13. | | | 0.00% | | $0.00 |
| 14. | | | 0.00% | | $0.00 |
| 15. | | | 0.00% | | $0.00 |
| | | | | Subtotal | $ 15157.50 |
| FRINGE - TYPE/DESCRIPTION | | | | | |
| 10.1% Fringe for P/T TB Coordinator | | | | | $1531.00 |
| | | | | PERSONAL SERVICES TOTAL | **$ 16,688.50** |

## ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
*NON-PERSONAL SERVICES DETAIL*

| CONTRACTUAL SERVICES - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. TB Clerical (53 hrs per pay period) | $31928.00 |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | **$31928.00** |

| TRAVEL - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. Mileage for TB related duties | $200.00 |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | **$200.00** |

| EQUIPMENT - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | $0.00 |

| SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| **SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION** | **TOTAL** |
| 1. | |
| 2. | |
| 3. | |
| **TYPE/DESCRIPTION OF UTILITY EXPENSES** | **TOTAL** |
| 1. | |
| 2. | |
| 3. | |
| TOTAL | $0.00 |

| OPERATING EXPENSES - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | **$0.00** |

| OTHER - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. Interpretation cost | $113.00 |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | **$113.00** |

## ATTACHMENT C – WORK PLAN
*SUMMARY*

PROJECT NAME: Tuberculosis Prevention & Control

CONTRACTOR SFS PAYEE NAME: Oneida County

CONTRACT PERIOD: From: 3/31/2014
To: 3/30/2015

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

**The Oneida County Health Department will work toward the national objective of TB elimination. The critical elements of a tuberculosis control program include: early case finding and reporting, prompt diagnosis, appropriate treatment, case management with particular attention to directly observed therapy, aggressive investigations of contracts, treatment of latent TB infection, and educational programs.**

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
|---|---|---|---|
| 1: 100% of information on all newly reported TB suspects/cases and 100% of all contacts to cases will be reported electronically through the NYS DOH Health Commerce System (HCS) | personal services | a.<br>Initial report of a case/suspect is required to be reported to the county by the provider within 24 hours. Providers need to be educated on all reporting requirements. | i.<br>Initial case report and periodic updates will be provided to the NYSDOH BTBC Regional TB Representative via telephone by TB coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | b.<br>An electronic report of the confidential case report (DC103) on HCS by the county should be submitted as soon as possible, even if bacteriologic evidence is lacking. | i.<br>Complete electronic reporting (DC103) via the Health Commerce System (HCS), as soon as possible.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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|---|---|---|---|
| | | | |
| | | c.<br>Submission of the supplemental TB patient report can be submitted within 2 weeks of the DC 103. | i.<br>The TB supplemental will be reported electronically within 2 weeks of the DC103 will be accomplished.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | d.<br>Contacts should be submitted electronically for every TB case (pulmonary and extrapulmonary) reported in your jurisdiction | i. Submission of contacts will be reported as soon as possible for every pulmonary and extra-pulmonary TB case reported in our jurisdiction.<br>Person Responsible: Clerical staff, Michele Fish |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |

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|---|---|---|---|
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
|---|---|---|---|
| 2:<br>For patients with newly diagnosed TB for whom 12 months or less of treatment is indicated, increase the proportion of patients who complete treatment within 12 months to 93%. | personal services | a.<br>Initial treatment with at least 4 drugs | i.<br>TB case/suspects treated by the TB Clinic will be treated under the direction of the TB medical consultant, following treatment guidelines of the NYSDOH BTBC and CDC. The TB medical consultant will also review care for those Oneida County TB patients treated privately.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | b.<br>Ensure case management and treatment of persons with active TB through the use of adherence-promoting measures such as outreach staff, extensive application of directly observed therapy (DOT), incentives and enablers. | i.<br>Fulfillment of objective standards will be performed by TB Outreach staff and Health Department nursing staff. Bilingual staff and contracted interpreters will be utilized when needed.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |

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|---|---|---|---|
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | c. Responsibility for successful treatment is clearly assigned to the public health program or private provider, not to the patient. Checking monthly or more for adherence and adverse effects of treatment by home visits, pill counts, or clinic appointments is recommended. | i. TB case/suspect treatment will be monitored by the TB Coordinator/Medical Consultant. Daily or at minimum weekly case updates occur with involved staff to assure all problems are addressed. Each TB case will be reviewed by the TB Medical consultant at minimum, monthly and charts reviewed following the Clinic QA/QI policy and procedure.<br>Person Responsible(s): Medical consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN<br>ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | d. Obtain sputum cultures following CDC/ATS guidelines to document culture conversion and guide | i. For those necessary diagnostic and treatment services not available on site, the TB Coordinator and nursing staff will be responsible to ensure |

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|---|---|---|---|
| | | treatment plan. | they are provided elsewhere, as well as for monitoring the results of therapy.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | e. Routine education and training provided to Health Care Providers on current recommended treatment guidelines. | i. Routine education and training provided to health care providers on current treatment guidelines will be provided through telephone consultation by TB Coordinator and nursing staff. St. Elizabeth Medical Center residents will be provided on site education upon request Local Colleges, such as Utica College and SUNYIT nursing students may be provided on site training upon request.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |

| | | | |
|---|---|---|---|
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | f. Treatment completion is defined by number of doses ingested, as well as duration of treatment. | i.TB coordinator will keep close account of the number of doses ingested by patient and will report to Medical Consultant.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | h. The health department is responsible for ensuring adequate, appropriate diagnostic and treatment services are available, as well as monitoring the results of therapy. | i.The TB coordinator will follow monthly standing orders of laboratory testing, sputa collection and vision testing as needed and will report results to Medical Consultant.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | i.Treatment should be based on each patient's clinical and social | i. TB case/suspects treated by the TB Clinic will be treated under the |

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|---|---|---|---|
| | | circumstances (patient-centered care), regardless of the source of supervision | direction of the TB medical consultant, following treatment guidelines of the NYSDOH BTBC and CDC. The TB medical consultant will also review care for those Oneida County TB patients treated privately.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | j. County medical TB consultant is responsible for reviewing care for all TB patients, as well as direct care for those treated in county clinics. | i. TB case/suspects treated by the TB Clinic will be treated under the direction of the TB medical consultant, following treatment guidelines of the NYSDOH BTBC and CDC. The TB medical consultant will also review care for those Oneida County TB patients treated privately.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
|---|---|---|---|
| 3:<br>Increase the proportion of TB patients with sputum AFB smear-positive results who have contacts identified to 97%. | personal services | a. Contact investigations should be initiated within 3 working days after the patient is reported with high risk contacts being evaluated within 7 working days. | i. Contact investigation for sputum AFB smear positive cases will be initiated and implemented according to the recommendations of the NYSDOH BTBC and CDC. Other TB case contact investigations will be initiated and implemented when appropriate.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | b. Follow-up of an average of 7 to 10 contacts per pulmonary case. | i. A minimum of two contact interviews will be performed to assure all high priority contacts are identified. |

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|---|---|---|---|
| | | | ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed.<br><br>iii |
| | | c. Case infectiousness is a critical factor to optimal contact investigations. | i Medical consultant will determine the case infectiousness in accordance to the recommendations of the NYSDOH BTBC and CDC guidelines.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt<br><br>ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |

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|---|---|---|---|
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | d. Coordinate and provide rapid and accurate identification of all high risk contacts during the infectious period. | i. Contact investigation for sputum AFB smear positive cases will be initiated and implemented according to the recommendations of the NYSDOH BTBC and CDC. Other TB case contact investigations will be initiated and implemented when appropriate.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | e. Contacts in household, workplace, school and leisure settings should be explored | i. Contact investigation for sputum AFB smear positive cases will be initiated and |

| | | | |
|---|---|---|---|
| | | | implemented according to the recommendations of the NYSDOH BTBC and CDC. Other TB case contact investigations will be initiated and implemented when appropriate.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | f. Provision of clinic services convenient for patients. | i. TB Coordinator will coordinate patient care according to patient's needs.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous |

| | | | |
|---|---|---|---|
| | | | years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | g.Home visits should be conducted as part of the contact investigation, as well as hospital visits to interview the index patient to illicit contacts. The location should accommodate the patient's right to privacy. | i. TB Coordinator will schedule interviews and conduct the contact investigation in accordance to the recommendations of the CDC Common Core guidelines.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | h. A minimum of two interviews is recommended to illicit all contacts. | i.TB Coordinator will schedule interviews and conduct the contact investigation in accordance to the recommendations of the CDC Common Core guidelines.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis |

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|---|---|---|---|
| | | | PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | i.Sputum AFB smear positive patients are of highest priority, but not the only patients to be evaluated. | i. Medical consultant will determine the case infectiousness in accordance to the recommendations of the NYSDOH BTBC and CDC guidelines.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
|---|---|---|---|
| 4:<br>Increase the proportion of contacts to sputum AFB smear-positive TB patients who are evaluated for infection and disease to 82%. | personal services | a. Factors critical to optimal contact investigations include contact susceptibility to infection, type and amount of contact exposure to the TB patient, contact risk for progression to active disease (including HIV status) and contact history of prior TB infection | i. Contacts to sputum AFB smear-positive and all other TB cases will be evaluated for infection and disease according to the recommendations of the NYSDOH BTBC and the CDC. Quantiferon-TB Gold blood testing will be used, when possible, for foreign-born case contacts.<br><br>Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |
| | | b. Assign priorities to individual | iii.<br>i. List of contacts, including |

| | | | |
|---|---|---|---|
| | | contacts for evaluation and treatment according to the NYSDOH BTBC and the CDC. Priority ranking is determined by the characteristics of the individual contacts and features of the exposure. | assignment of priority level, will be submitted electronically upon initial and upon second round testing. Responsible Person(s): TB Coordinator, Alida Rivera de Davis and clerical staff, Michele Fish<br>ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed.<br>iii. |
| | | c. Define the duration, time period, and frequency of contact in various environments that constitute exposure. | i.<br>TB coordinator will follow the recommendations of the NYSDOH BTBC and the CDC guidelines. Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN<br>ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum |

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|---|---|---|---|
| | | | AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | d. Develop standard criteria for expanding contact investigations. | i. TB coordinator will follow the recommendations of the NYSDOH BTBC and the CDC guidelines. Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | f. Complete evaluation of contacts | i. TB coordinator will follow the |

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|---|---|---|---|
| | | consisting of initial and follow-up TSTs (at 8 -10 weeks) and chest x-rays when appropriate. The use of approved Interferon Gamma Release Assays (IGRAs) may be substituted for TSTs in the diagnosis of TB infection (see updated MMWR guidelines, 6/25/10). | recommendations of the NYSDOH BTBC and the CDC guidelines. Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
|---|---|---|---|
| 5:<br>Increase the proportion of contacts of sputum AFB smear-positive cases with latent TB infection (LTBI) who start treatment to 75% and those who complete treatment to 73%. | personal services | a.<br>Contact investigations should be initiated for all TB suspects and cases. | i. Contact investigations will be initiated and performed according to the recommendations of the NYSDOH BTBC and CDC.<br>Responsible person(s): TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |
| | | | |
| | | b. Contact investigations should be initiated within 3 working days after the patient is reported with high risk contacts being evaluated within 7 working days. | i. Contact investigations will be initiated and performed according to the recommendations of the NYSDOH BTBC and CDC.<br>Responsible person(s): TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment. |

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|---|---|---|---|
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed.<br><br>iii. |
| | | c. TB programs should have a comprehensive contact investigation infrastructure or system with formal monitoring activities in place (i.e., TBTT worksheets). | i.<br>TB Coordinator will complete line list and Submission of contacts will be reported as soon as possible.<br>Responsible person(s): TB Coordinator, Alida Rivera de Davis and clerical staff, Michele Fish<br><br>ii. The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed.<br><br>iii. |
| | | d. Provide language appropriate educational aides for foreign-born persons from TB endemic counties to inform them of the importance of LTBI | i. Language appropriate educational aides, when available, will be used for foreign-born persons to encourage evaluation and treatment of LTBI. |

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| | | treatment and to encourage evaluation and treatment. | Responsible Person: TB Coordinator, Alida Rivera de Davis and TB nursing Staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |
| | | e. Infants and young children with recent infection are recommended for window-period treatment for LTBI even if the TST and CXR do not suggest TB. | i.<br>Infants and young children with recent infection will be recommended for window-period treatment for LTBI even if the TST and CXR do not suggest TB<br>Responsible Person: Medical Consultant, Dr. Susan Blatt |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |
| | | f. Checking monthly or more for adherence and adverse effects of treatment by home visits, pill counts, or clinic appointments is recommended | i. Patients will be seen monthly or weekly as needed by nursing staff and monitored for compliance with medication and for any side effects from medication.<br><br>ii. Clerical staff and TB Outreach worker(s) will encourage appointment compliance through |

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| | | | regular appointment reminders (ex. letters) and follow-up to missed appointments (ex. Letters, phone calls, home visits).<br>Responsible Person(s): TB Coordinator, Alida Rivera de Davis, clerical staff; Michele Fish and Outreach worker, Naw Lay. |
| | | | iii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.<br>iv. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>v. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 6:<br>Increase the proportion to 75% of TB cases reported with positive or negative HIV test result documented | personal services | a. All TB suspects/cases between the ages of 13 and 64 (or younger or older if there is evidence of risk activity) seen in public health clinics (and private offices) must be offered HIV testing. | i. HIV counseling and testing will routinely be offered and encouraged for all TB Clinic clients, especially those ages 13 to 64 years of age, identified and evaluated for TB exposure, infection or disease.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii. For those patients tested elsewhere, results will be obtained with appropriate patient consent.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | iii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | v. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | b. All TB suspects/cases must have documentation of positive or negative HIV test results obtained at the time of TB diagnostic evaluation or at TB diagnosis or earlier, but not exceeding 1 year. | i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.<br>The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | | iii. |
| | | c. Consent for HIV testing can be part of a general durable consent to medical care, though specific opt out language for HIV testing must be included. Consent for rapid HIV testing can be oral and noted in the medical record. | i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |

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| | | | ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed.<br>iii. |
| | | d. Consent or refusal to be HIV tested should be noted in the patient's medical record including date and name of person ordering the test and/or making the note. | i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |

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| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | e. TB clinics are required to report monthly on HIV C&T activities | i. Activities will be reported monthly and quarterly.<br>Responsible Person(s): TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | f. Confidentiality of HIV test results is protected by law. Confidential HIV information may be released without a written statement prohibiting re-disclosure when routine disclosures are made to treating providers or to health insurers to obtain payment. | i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | g. Referral mechanisms in place to coordinate care, as needed, including public social service agency linkages. | i.Referral will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, for thos individuals with positive results and those that are at high risk.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 7:<br>Increase the proportion of immigrants and refugees designated as Class A or B who are appropriately evaluated within 90 days of notification. Increase the proportion of those completing a recommended treatment for LTBI.<br><br>7A: evaluated within 90 days 70%<br><br>7B: completed LTBI treatment 72% (of those eligible & started on treatment) | personal services | a. Evaluations for TB disease should be completed within ninety days of arrival or notification to the county. | i. Immigrants and refugees designated as Class A and B will be evaluated and treated according to the recommendations of the NYSDOH BTBC<br>Responsible Person(s): Medical consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | | iii. |
| | | b. All persons with B class TB arriving to NYS should receive a thorough TB evaluation. TheTB evaluation should be | i.Referrals are made by private agencies performing the RHA to the OCHD for TB evaluation. TB nursing staff will conduct TB nursing histories and report findings to Medical consultant. |

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| | | performed as it would for any high risk person. A CXR is not needed for TST negative (or IGRA negative) patients unless signs and symptoms suggest the need. | Responsible Person(s): TB Coordinator, Alida Rivera de Davis and TB nursing staff, various.<br>. |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | | iii. |
| | | c. NYS TB Follow-up worksheets should be completed and signed by the physician performing the assessment. If the evaluation is performed at the local heath department, that should be noted on the worksheet. | i. Required forms will be completed and submitted meeting time requirements Responsible Person: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | | iii. |
| | | d. NYS TB Follow-up worksheets must be returned to BTBC within 90 days of notification of arrival to the county. | i. Required forms will be completed and submitted meeting time requirements Responsible Person: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | e. If all efforts to locate the patient are unsuccessful within the allotted time frame, worksheet should be returned to BTBC with the appropriate box checked | i. Class A and B patients that do not report themselves to the health department will receive phone call, letter and/or home visit to initiate evaluation. Use of registered mail will be considered. If these attempts are unsuccessful, form will be returned to NYSDOH reporting such efforts. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | f. If the patient has moved and a forwarding address is available, this should be noted and the worksheet returned as soon as possible to BTBC. | i. Required forms will be completed and submitted meeting time requirements Responsible Person: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

## ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
|---|---|---|---|
| 8:<br><br>Increase the proportion of TB patients with sputum culture-positive results who have documented conversion to sputum culture-negative within 60 days of treatment initiation to 62%. | personal services | a. Important decisions concerning the continuation-phase regimen hinge on the microbiological status at the end of the initial phase of treatment, thus, obtaining sputum specimens at this juncture is critical, if sputum conversion to negative has not already been documented | i. All sputum culture positive TB patients started on anti-TB chemotherapy will be isolated and submit sputum after two weeks of treatment. If sputum is AFB smear negative X 3, isolation is discontinued and culture results are monitored. If AFB smear is positive, isolation is maintained. Sputum |

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| | | | specimens are obtained once weekly until 3 negative smears are resulted.<br><br>Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those sputum-negative culture results documented within 60 days. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will explain reasons for conversion greater than 60 days. |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | | iii. |
| | | b. For patients who had positive AFB smears at the time of diagnosis, follow-up smears should be collected monthly or may be obtained at more frequent intervals (e.g., every 2 weeks until two consecutive specimens are negative) to provide an early assessment of the response to treatment | i.<br>Sputum smear and culture results will be obtained monthly until two consecutive sputum negative culture specimens, taken at least one month apart, are resulted to assure an effective treatment regimen.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those sputum-negative culture results documented within 60 days. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will explain reasons for conversion greater than 60 days. |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance |

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| | | | improvement plan needed.<br><br>iii. |
| | | c. The presence of cavitations on the initial chest radiograph combined with having a positive sputum culture at the time the initial phase of treatment is completed has been shown in clinical trials to identify patients at high risk for adverse outcomes (treatment failure or relapse). | i. DOT is the standard of care in Oneida County for pulmonary TB cases.<br>Responsible Person(s): Medical Consultant, Dr. Susan Blatt, TB Coordinator, Alida Rivera de Davis PHN, TB Nursing Staff, various.<br><br>ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those sputum-negative culture results documented within 60 days.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will explain reasons for conversion greater than 60 days.<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed.<br><br>iii. |
| | | d. Patients with positive cultures after 2 months of treatment should undergo careful evaluation to determine the cause. | i. NYSDOH BTBC will be consulted for any TB cases with positive cultures after 2 months of treatment.<br><br>Responsible Person(s): Medical Consultant, |

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| | | | Dr. Susan Blatt, TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those sputum-negative culture results documented within 60 days. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will explain reasons for conversion greater than 60 days. |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

| *Responsible Staff* | *Name and Title* |
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| Medical Consultant | Susan Blatt, MD |
| Director of Health | Phyllis D. Ellis, BSN, MS, F.A.C.H.E |
| Deputy Director of Health | Patrice Bogan, FNP |
| Director of Clinic Services | Sandra Pejcic, BSN |
| TB Program Coordinator | Alida Rivera de Davis, PHN |
| TB Clerk | Michele Fish, clerk |
| TB Clinic Medical Interpreter/Outreach worker | Naw Lay, Translator |
| TB Nurse | Roseann Clemente, PHN |
| TB Nurse | Marina Kistner, RN |
| TB Nurse | Lisa Maline, RN |
| TB Nurse | Elena Leshkevich, RN |
| TB Nurse | Valentina Osilovsky, RN |

**ATTACHMENT C – WORK PLAN**
***SUMMARY***

PROJECT NAME: Tuberculosis Prevention & Control

CONTRACTOR SFS PAYEE NAME: Oneida County

CONTRACT PERIOD: From: 3/31/2015
To: 3/30/2016

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

**The Oneida County Health Department will work toward the national objective of TB elimination. The critical elements of a tuberculosis control program include: early case finding and reporting, prompt diagnosis, appropriate treatment, case management with particular attention to directly observed therapy, aggressive investigations of contracts, treatment of latent TB infection, and educational programs.**

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 1: 100% of information on all newly reported TB suspects/cases and 100% of all contacts to cases will be reported electronically through the NYS DOH Health Commerce System (HCS) | personal services | a.<br>Initial report of a case/suspect is required to be reported to the county by the provider within 24 hours. Providers need to be educated on all reporting requirements. | i.<br>Initial case report and periodic updates will be provided to the NYSDOH BTBC Regional TB Representative via telephone by TB coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | b.<br>An electronic report of the confidential case report (DC103) on HCS by the county should be submitted as soon as possible, even if bacteriologic evidence is lacking. | i.<br>Complete electronic reporting (DC103) via the Health Commerce System (HCS), as soon as possible.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | c.<br>Submission of the supplemental TB patient report can be submitted within 2 weeks of the DC 103. | i.<br>The TB supplemental will be reported electronically within 2 weeks of the DC103 will be accomplished.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | d.<br>Contacts should be submitted electronically for every TB case (pulmonary and extrapulmonary) reported in your jurisdiction | i. Submission of contacts will be reported as soon as possible for every pulmonary and extra-pulmonary TB case reported in our jurisdiction.<br>Person Responsible: Clerical staff, Michele Fish |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |

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| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 2:<br>For patients with newly diagnosed TB for whom 12 months or less of treatment is indicated, increase the proportion of patients who complete treatment within 12 months to 93%. | personal services | a.<br>Initial treatment with at least 4 drugs | i.<br>TB case/suspects treated by the TB Clinic will be treated under the direction of the TB medical consultant, following treatment guidelines of the NYSDOH BTBC and CDC. The TB medical consultant will also review care for those Oneida County TB patients treated privately.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | b.<br>Ensure case management and treatment of persons with active TB through the use of adherence-promoting measures such as outreach staff, extensive application of directly observed therapy (DOT), incentives and enablers. | i.<br>Fulfillment of objective standards will be performed by TB Outreach staff and Health Department nursing staff. Bilingual staff and contracted interpreters will be utilized when needed.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |

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| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | c. Responsibility for successful treatment is clearly assigned to the public health program or private provider, not to the patient. Checking monthly or more for adherence and adverse effects of treatment by home visits, pill counts, or clinic appointments is recommended. | i. TB case/suspect treatment will be monitored by the TB Coordinator/Medical Consultant. Daily or at minimum weekly case updates occur with involved staff to assure all problems are addressed. Each TB case will be reviewed by the TB Medical consultant at minimum, monthly and charts reviewed following the Clinic QA/QI policy and procedure.<br>Person Responsible(s): Medical consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN<br>ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | d. Obtain sputum cultures following CDC/ATS guidelines to document culture conversion and guide | i. For those necessary diagnostic and treatment services not available on site, the TB Coordinator and nursing staff will be responsible to ensure |

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| | | treatment plan. | they are provided elsewhere, as well as for monitoring the results of therapy.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | e.<br>Routine education and training provided to Health Care Providers on current recommended treatment guidelines. | i. Routine education and training provided to health care providers on current treatment guidelines will be provided through telephone consultation by TB Coordinator and nursing staff. St. Elizabeth Medical Center residents will be provided on site education upon request Local Colleges, such as Utica College and SUNYIT nursing students may be provided on site training upon request.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |

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| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | f. Treatment completion is defined by number of doses ingested, as well as duration of treatment. | i.TB coordinator will keep close account of the number of doses ingested by patient and will report to Medical Consultant.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | h. The health department is responsible for ensuring adequate, appropriate diagnostic and treatment services are available, as well as monitoring the results of therapy. | i.The TB coordinator will follow monthly standing orders of laboratory testing, sputa collection and vision testing as needed and will report results to Medical Consultant.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | i.Treatment should be based on each patient's clinical and social | i. TB case/suspects treated by the TB Clinic will be treated under the |

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| | | circumstances (patient-centered care), regardless of the source of supervision | direction of the TB medical consultant, following treatment guidelines of the NYSDOH BTBC and CDC. The TB medical consultant will also review care for those Oneida County TB patients treated privately.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | j. County medical TB consultant is responsible for reviewing care for all TB patients, as well as direct care for those treated in county clinics. | i. TB case/suspects treated by the TB Clinic will be treated under the direction of the TB medical consultant, following treatment guidelines of the NYSDOH BTBC and CDC. The TB medical consultant will also review care for those Oneida County TB patients treated privately.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
|---|---|---|---|
| 3:<br>Increase the proportion of TB patients with sputum AFB smear-positive results who have contacts identified to 97.5%. | personal services | a. Contact investigations should be initiated within 3 working days after the patient is reported with high risk contacts being evaluated within 7 working days. | i. Contact investigation for sputum AFB smear positive cases will be initiated and implemented according to the recommendations of the NYSDOH BTBC and CDC. Other TB case contact investigations will be initiated and implemented when appropriate.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | b. Follow-up of an average of 7 to 10 contacts per pulmonary case. | i. A minimum of two contact interviews will be performed to assure all high priority contacts are identified. |

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| | | | ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed.<br><br>iii |
| | | c. Case infectiousness is a critical factor to optimal contact investigations. | i Medical consultant will determine the case infectiousness in accordance to the recommendations of the NYSDOH BTBC and CDC guidelines.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt<br><br>ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |

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| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | d. Coordinate and provide rapid and accurate identification of all high risk contacts during the infectious period. | i. Contact investigation for sputum AFB smear positive cases will be initiated and implemented according to the recommendations of the NYSDOH BTBC and CDC. Other TB case contact investigations will be initiated and implemented when appropriate.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | e. Contacts in household, workplace, school and leisure settings should be explored | i. Contact investigation for sputum AFB smear positive cases will be initiated and |

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| | | | implemented according to the recommendations of the NYSDOH BTBC and CDC. Other TB case contact investigations will be initiated and implemented when appropriate.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | f. Provision of clinic services convenient for patients. | i. TB Coordinator will coordinate patient care according to patient's needs.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous |

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| | | | years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | g.Home visits should be conducted as part of the contact investigation, as well as hospital visits to interview the index patient to illicit contacts. The location should accommodate the patient's right to privacy. | i. TB Coordinator will schedule interviews and conduct the contact investigation in accordance to the recommendations of the CDC Common Core guidelines.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | h. A minimum of two interviews is recommended to illicit all contacts. | i.TB Coordinator will schedule interviews and conduct the contact investigation in accordance to the recommendations of the CDC Common Core guidelines.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis |

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| | | | PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | i.Sputum AFB smear positive patients are of highest priority, but not the only patients to be evaluated. | i. Medical consultant will determine the case infectiousness in accordance to the recommendations of the NYSDOH BTBC and CDC guidelines.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 4:<br>Increase the proportion of contacts to sputum AFB smear-positive TB patients who are evaluated for infection and disease to 83%. | personal services | a. Factors critical to optimal contact investigations include contact susceptibility to infection, type and amount of contact exposure to the TB patient, contact risk for progression to active disease (including HIV status) and contact history of prior TB infection | i. Contacts to sputum AFB smear-positive and all other TB cases will be evaluated for infection and disease according to the recommendations of the NYSDOH BTBC and the CDC. Quantiferon-TB Gold blood testing will be used, when possible, for foreign-born case contacts.<br><br>Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |
| | | b. Assign priorities to individual | iii.<br>i. List of contacts, including |

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| | | contacts for evaluation and treatment according to the NYSDOH BTBC and the CDC. Priority ranking is determined by the characteristics of the individual contacts and features of the exposure. | assignment of priority level, will be submitted electronically upon initial and upon second round testing. Responsible Person(s): TB Coordinator, Alida Rivera de Davis and clerical staff, Michele Fish<br>ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed.<br>iii. |
| | | c. Define the duration, time period, and frequency of contact in various environments that constitute exposure. | i.<br>TB coordinator will follow the recommendations of the NYSDOH BTBC and the CDC guidelines. Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN<br>ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum |

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| | | | AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | d. Develop standard criteria for expanding contact investigations. | i. TB coordinator will follow the recommendations of the NYSDOH BTBC and the CDC guidelines. Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | f. Complete evaluation of contacts | i. TB coordinator will follow the |

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| | | consisting of initial and follow-up TSTs (at 8 -10 weeks) and chest x-rays when appropriate. The use of approved Interferon Gamma Release Assays (IGRAs) may be substituted for TSTs in the diagnosis of TB infection (see updated MMWR guidelines, 6/25/10). | recommendations of the NYSDOH BTBC and the CDC guidelines. Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 5:<br>Increase the proportion of contacts of sputum AFB smear-positive cases with latent TB infection (LTBI) who start treatment to 76% and those who complete treatment to 74%. | personal services | a.<br>Contact investigations should be initiated for all TB suspects and cases. | i. Contact investigations will be initiated and performed according to the recommendations of the NYSDOH BTBC and CDC.<br>Responsible person(s): TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |
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| | | b. Contact investigations should be initiated within 3 working days after the patient is reported with high risk contacts being evaluated within 7 working days. | i. Contact investigations will be initiated and performed according to the recommendations of the NYSDOH BTBC and CDC.<br>Responsible person(s): TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment. |

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| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed.<br><br>iii. |
| | | c. TB programs should have a comprehensive contact investigation infrastructure or system with formal monitoring activities in place (i.e., TBTT worksheets). | i.<br>TB Coordinator will complete line list and Submission of contacts will be reported as soon as possible.<br>Responsible person(s): TB Coordinator, Alida Rivera de Davis and clerical staff, Michele Fish<br><br>ii. The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed.<br><br>iii. |
| | | d. Provide language appropriate educational aides for foreign-born persons from TB endemic counties to inform them of the importance of LTBI | i. Language appropriate educational aides, when available, will be used for foreign-born persons to encourage evaluation and treatment of LTBI. |

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| | | treatment and to encourage evaluation and treatment. | Responsible Person: TB Coordinator, Alida Rivera de Davis and TB nursing Staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |
| | | e. Infants and young children with recent infection are recommended for window-period treatment for LTBI even if the TST and CXR do not suggest TB. | i.<br>Infants and young children with recent infection will be recommended for window-period treatment for LTBI even if the TST and CXR do not suggest TB<br>Responsible Person: Medical Consultant, Dr. Susan Blatt |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |
| | | f. Checking monthly or more for adherence and adverse effects of treatment by home visits, pill counts, or clinic appointments is recommended | i. Patients will be seen monthly or weekly as needed by nursing staff and monitored for compliance with medication and for any side effects from medication.<br><br>ii. Clerical staff and TB Outreach worker(s) will encourage appointment compliance through |

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| | | | regular appointment reminders (ex. letters) and follow-up to missed appointments (ex. Letters, phone calls, home visits).<br>Responsible Person(s): TB Coordinator, Alida Rivera de Davis, clerical staff; Michele Fish and Outreach worker, Naw Lay. |
| | | | iii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.<br>iv. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>v. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 6:<br>Increase the proportion to 76% of TB cases reported with positive or negative HIV test result documented | personal services | a. All TB suspects/cases between the ages of 13 and 64 (or younger or older if there is evidence of risk activity) seen in public health clinics (and private offices) must be offered HIV testing. | i. HIV counseling and testing will routinely be offered and encouraged for all TB Clinic clients, especially those ages 13 to 64 years of age, identified and evaluated for TB exposure, infection or disease.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii. For those patients tested elsewhere, results will be obtained with appropriate patient consent.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | iii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | v. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | b. All TB suspects/cases must have documentation of positive or negative HIV test results obtained at the time of TB diagnostic evaluation or at TB diagnosis or earlier, but not exceeding 1 year. | i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.<br>The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | | iii. |
| | | c. Consent for HIV testing can be part of a general durable consent to medical care, though specific opt out language for HIV testing must be included. Consent for rapid HIV testing can be oral and noted in the medical record. | i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |

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| | | | ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed.<br>iii. |
| | | d. Consent or refusal to be HIV tested should be noted in the patient's medical record including date and name of person ordering the test and/or making the note. | i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |

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| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | e. TB clinics are required to report monthly on HIV C&T activities | i. Activities will be reported monthly and quarterly.<br>Responsible Person(s): TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | f. Confidentiality of HIV test results is protected by law. Confidential HIV information may be released without a written statement prohibiting re-disclosure when routine disclosures are made to treating providers or to health insurers to obtain payment. | i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | g. Referral mechanisms in place to coordinate care, as needed, including public social service agency linkages. | i.Referral will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, for thos individuals with positive results and those that are at high risk.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 7:<br>Increase the proportion of immigrants and refugees designated as Class A or B who are appropriately evaluated within 90 days of notification. Increase the proportion of those completing a recommended treatment for LTBI.<br><br>7A: evaluated within 90 days 71%<br>7B: completed LTBI treatment 73% (of those eligible & started on treatment) | personal services | a. Evaluations for TB disease should be completed within ninety days of arrival or notification to the county. | i. Immigrants and refugees designated as Class A and B will be evaluated and treated according to the recommendations of the NYSDOH BTBC<br>Responsible Person(s): Medical consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | | iii. |
| | | b. All persons with B class TB arriving to NYS should receive a thorough TB evaluation. TheTB evaluation should be | i.Referrals are made by private agencies performing the RHA to the OCHD for TB evaluation. TB nursing staff will conduct TB nursing histories and report findings to Medical consultant. |

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| | | performed as it would for any high risk person. A CXR is not needed for TST negative (or IGRA negative) patients unless signs and symptoms suggest the need. | Responsible Person(s): TB Coordinator, Alida Rivera de Davis and TB nursing staff, various.<br>ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed.<br>iii. |
| | | c. NYS TB Follow-up worksheets should be completed and signed by the physician performing the assessment. If the evaluation is performed at the local heath department, that should be noted on the worksheet. | i. Required forms will be completed and submitted meeting time requirements Responsible Person: TB Coordinator, Alida Rivera de Davis PHN<br>ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | | iii. |
| | | d. NYS TB Follow-up worksheets must be returned to BTBC within 90 days of notification of arrival to the county. | i. Required forms will be completed and submitted meeting time requirements Responsible Person: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | e. If all efforts to locate the patient are unsuccessful within the allotted time frame, worksheet should be returned to BTBC with the appropriate box checked | i. Class A and B patients that do not report themselves to the health department will receive phone call, letter and/or home visit to initiate evaluation. Use of registered mail will be considered. If these attempts are unsuccessful, form will be returned to NYSDOH reporting such efforts. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | f. If the patient has moved and a forwarding address is available, this should be noted and the worksheet returned as soon as possible to BTBC. | i. Required forms will be completed and submitted meeting time requirements Responsible Person: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

**ATTACHMENT C – WORK PLAN**
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 8:<br><br>Increase the proportion of TB patients with sputum culture-positive results who have documented conversion to sputum culture-negative within 60 days of treatment initiation to 62.5%. | personal services | a. Important decisions concerning the continuation-phase regimen hinge on the microbiological status at the end of the initial phase of treatment, thus, obtaining sputum specimens at this juncture is critical, if sputum conversion to negative has not already been documented | i. All sputum culture positive TB patients started on anti-TB chemotherapy will be isolated and submit sputum after two weeks of treatment. If sputum is AFB smear negative X 3, isolation is discontinued and culture results are monitored. If AFB smear is positive, isolation is maintained. Sputum |

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| | | | specimens are obtained once weekly until 3 negative smears are resulted.<br><br>Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those sputum-negative culture results documented within 60 days. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will explain reasons for conversion greater than 60 days. |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | | iii. |
| | | b. For patients who had positive AFB smears at the time of diagnosis, follow-up smears should be collected monthly or may be obtained at more frequent intervals (e.g., every 2 weeks until two consecutive specimens are negative) to provide an early assessment of the response to treatment | i.<br>Sputum smear and culture results will be obtained monthly until two consecutive sputum negative culture specimens, taken at least one month apart, are resulted to assure an effective treatment regimen.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those sputum-negative culture results documented within 60 days. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will explain reasons for conversion greater than 60 days. |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance |

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| | | | improvement plan needed.<br><br>iii. |
| | | c. The presence of cavitations on the initial chest radiograph combined with having a positive sputum culture at the time the initial phase of treatment is completed has been shown in clinical trials to identify patients at high risk for adverse outcomes (treatment failure or relapse). | i. DOT is the standard of care in Oneida County for pulmonary TB cases.<br>Responsible Person(s): Medical Consultant, Dr. Susan Blatt, TB Coordinator, Alida Rivera de Davis PHN, TB Nursing Staff, various.<br><br>ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those sputum-negative culture results documented within 60 days.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will explain reasons for conversion greater than 60 days.<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed.<br><br>iii. |
| | | d. Patients with positive cultures after 2 months of treatment should undergo careful evaluation to determine the cause. | i. NYSDOH BTBC will be consulted for any TB cases with positive cultures after 2 months of treatment.<br><br>Responsible Person(s): Medical Consultant, |

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| | | | Dr. Susan Blatt, TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those sputum-negative culture results documented within 60 days. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will explain reasons for conversion greater than 60 days. |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

| *Responsible Staff* | *Name and Title* |
|---|---|
| Medical Consultant | Susan Blatt, MD |
| Director of Health | Phyllis D. Ellis, BSN, MS, F.A.C.H.E |
| Deputy Director of Health | Patrice Bogan, FNP |
| Director of Clinic Services | Sandra Pejcic, BSN |
| TB Program Coordinator | Alida Rivera de Davis, PHN |
| TB Clerk | Michele Fish, clerk |
| TB Clinic Medical Interpreter/Outreach worker | Naw Lay, Translator |
| TB Nurse | Roseann Clemente, PHN |
| TB Nurse | Marina Kistner, RN |
| TB Nurse | Lisa Maline, RN |
| TB Nurse | Elena Leshkevich, RN |
| TB Nurse | Valentina Osilovsky, RN |

**ATTACHMENT C – WORK PLAN**
***SUMMARY***

PROJECT NAME: Tuberculosis Prevention & Control

CONTRACTOR SFS PAYEE NAME: Oneida County

CONTRACT PERIOD: From: 3/31/2016
To: 3/30/2017

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

**The Oneida County Health Department will work toward the national objective of TB elimination. The critical elements of a tuberculosis control program include: early case finding and reporting, prompt diagnosis, appropriate treatment, case management with particular attention to directly observed therapy, aggressive investigations of contracts, treatment of latent TB infection, and educational programs.**

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 1: 100% of information on all newly reported TB suspects/cases and 100% of all contacts to cases will be reported electronically through the NYS DOH Health Commerce System (HCS) | personal services | a. Initial report of a case/suspect is required to be reported to the county by the provider within 24 hours. Providers need to be educated on all reporting requirements. | i. Initial case report and periodic updates will be provided to the NYSDOH BTBC Regional TB Representative via telephone by TB coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | b. An electronic report of the confidential case report (DC103) on HCS by the county should be submitted as soon as possible, even if bacteriologic evidence is lacking. | i. Complete electronic reporting (DC103) via the Health Commerce System (HCS), as soon as possible. Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | c.<br>Submission of the supplemental TB patient report can be submitted within 2 weeks of the DC 103. | i.<br>The TB supplemental will be reported electronically within 2 weeks of the DC103 will be accomplished.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | d.<br>Contacts should be submitted electronically for every TB case (pulmonary and extrapulmonary) reported in your jurisdiction | i. Submission of contacts will be reported as soon as possible for every pulmonary and extra-pulmonary TB case reported in our jurisdiction.<br>Person Responsible: Clerical staff, Michele Fish |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |

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| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 2:<br>For patients with newly diagnosed TB for whom 12 months or less of treatment is indicated, increase the proportion of patients who complete treatment within 12 months to 93%. | personal services | a.<br>Initial treatment with at least 4 drugs | i.<br>TB case/suspects treated by the TB Clinic will be treated under the direction of the TB medical consultant, following treatment guidelines of the NYSDOH BTBC and CDC. The TB medical consultant will also review care for those Oneida County TB patients treated privately.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | b.<br>Ensure case management and treatment of persons with active TB through the use of adherence-promoting measures such as outreach staff, extensive application of directly observed therapy (DOT), incentives and enablers. | i.<br>Fulfillment of objective standards will be performed by TB Outreach staff and Health Department nursing staff. Bilingual staff and contracted interpreters will be utilized when needed.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |

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| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | c. Responsibility for successful treatment is clearly assigned to the public health program or private provider, not to the patient. Checking monthly or more for adherence and adverse effects of treatment by home visits, pill counts, or clinic appointments is recommended. | i. TB case/suspect treatment will be monitored by the TB Coordinator/Medical Consultant. Daily or at minimum weekly case updates occur with involved staff to assure all problems are addressed. Each TB case will be reviewed by the TB Medical consultant at minimum, monthly and charts reviewed following the Clinic QA/QI policy and procedure.<br>Person Responsible(s): Medical consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN<br>ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | d. Obtain sputum cultures following CDC/ATS guidelines to document culture conversion and guide | i. For those necessary diagnostic and treatment services not available on site, the TB Coordinator and nursing staff will be responsible to ensure |

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| | | treatment plan. | they are provided elsewhere, as well as for monitoring the results of therapy.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | e. Routine education and training provided to Health Care Providers on current recommended treatment guidelines. | i. Routine education and training provided to health care providers on current treatment guidelines will be provided through telephone consultation by TB Coordinator and nursing staff. St. Elizabeth Medical Center residents will be provided on site education upon request Local Colleges, such as Utica College and SUNYIT nursing students may be provided on site training upon request.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |

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| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | f. Treatment completion is defined by number of doses ingested, as well as duration of treatment. | i.TB coordinator will keep close account of the number of doses ingested by patient and will report to Medical Consultant.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | h. The health department is responsible for ensuring adequate, appropriate diagnostic and treatment services are available, as well as monitoring the results of therapy. | i.The TB coordinator will follow monthly standing orders of laboratory testing, sputa collection and vision testing as needed and will report results to Medical Consultant.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | i.Treatment should be based on each patient's clinical and social | i. TB case/suspects treated by the TB Clinic will be treated under the |

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| | | circumstances (patient-centered care), regardless of the source of supervision | direction of the TB medical consultant, following treatment guidelines of the NYSDOH BTBC and CDC. The TB medical consultant will also review care for those Oneida County TB patients treated privately.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | j. County medical TB consultant is responsible for reviewing care for all TB patients, as well as direct care for those treated in county clinics. | i. TB case/suspects treated by the TB Clinic will be treated under the direction of the TB medical consultant, following treatment guidelines of the NYSDOH BTBC and CDC. The TB medical consultant will also review care for those Oneida County TB patients treated privately.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 3:<br>Increase the proportion of TB patients with sputum AFB smear-positive results who have contacts identified to 98%. | personal services | a. Contact investigations should be initiated within 3 working days after the patient is reported with high risk contacts being evaluated within 7 working days. | i. Contact investigation for sputum AFB smear positive cases will be initiated and implemented according to the recommendations of the NYSDOH BTBC and CDC. Other TB case contact investigations will be initiated and implemented when appropriate.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | b. Follow-up of an average of 7 to 10 contacts per pulmonary case. | i. A minimum of two contact interviews will be performed to assure all high priority contacts are identified. |

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| | | | ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed.<br><br>iii |
| | | c. Case infectiousness is a critical factor to optimal contact investigations. | i Medical consultant will determine the case infectiousness in accordance to the recommendations of the NYSDOH BTBC and CDC guidelines.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt<br><br>ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |

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| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | d. Coordinate and provide rapid and accurate identification of all high risk contacts during the infectious period. | i. Contact investigation for sputum AFB smear positive cases will be initiated and implemented according to the recommendations of the NYSDOH BTBC and CDC. Other TB case contact investigations will be initiated and implemented when appropriate.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | e. Contacts in household, workplace, school and leisure settings should be explored | i. Contact investigation for sputum AFB smear positive cases will be initiated and |

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| | | | implemented according to the recommendations of the NYSDOH BTBC and CDC. Other TB case contact investigations will be initiated and implemented when appropriate.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | f. Provision of clinic services convenient for patients. | i. TB Coordinator will coordinate patient care according to patient's needs.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous |

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| | | | years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | g.Home visits should be conducted as part of the contact investigation, as well as hospital visits to interview the index patient to illicit contacts. The location should accommodate the patient's right to privacy. | i. TB Coordinator will schedule interviews and conduct the contact investigation in accordance to the recommendations of the CDC Common Core guidelines.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | h. A minimum of two interviews is recommended to illicit all contacts. | i.TB Coordinator will schedule interviews and conduct the contact investigation in accordance to the recommendations of the CDC Common Core guidelines.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis |

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| | | | PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | i.Sputum AFB smear positive patients are of highest priority, but not the only patients to be evaluated. | i. Medical consultant will determine the case infectiousness in accordance to the recommendations of the NYSDOH BTBC and CDC guidelines.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 4:<br>Increase the proportion of contacts to sputum AFB smear-positive TB patients who are evaluated for infection and disease to 84%. | personal services | a. Factors critical to optimal contact investigations include contact susceptibility to infection, type and amount of contact exposure to the TB patient, contact risk for progression to active disease (including HIV status) and contact history of prior TB infection | i. Contacts to sputum AFB smear-positive and all other TB cases will be evaluated for infection and disease according to the recommendations of the NYSDOH BTBC and the CDC. Quantiferon-TB Gold blood testing will be used, when possible, for foreign-born case contacts.<br><br>Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |
| | | b. Assign priorities to individual | iii.<br>i. List of contacts, including |

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| | | contacts for evaluation and treatment according to the NYSDOH BTBC and the CDC. Priority ranking is determined by the characteristics of the individual contacts and features of the exposure. | assignment of priority level, will be submitted electronically upon initial and upon second round testing. Responsible Person(s): TB Coordinator, Alida Rivera de Davis and clerical staff, Michele Fish<br>ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed.<br><br>iii. |
| | | c. Define the duration, time period, and frequency of contact in various environments that constitute exposure. | i.<br>TB coordinator will follow the recommendations of the NYSDOH BTBC and the CDC guidelines. Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN<br>ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum |

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| | | | AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | d. Develop standard criteria for expanding contact investigations. | i. TB coordinator will follow the recommendations of the NYSDOH BTBC and the CDC guidelines. Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | f. Complete evaluation of contacts | i. TB coordinator will follow the |

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| | | consisting of initial and follow-up TSTs (at 8 -10 weeks) and chest x-rays when appropriate. The use of approved Interferon Gamma Release Assays (IGRAs) may be substituted for TSTs in the diagnosis of TB infection (see updated MMWR guidelines, 6/25/10). | recommendations of the NYSDOH BTBC and the CDC guidelines. Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 5:<br>Increase the proportion of contacts of sputum AFB smear-positive cases with latent TB infection (LTBI) who start treatment to 77% and those who complete treatment to 75%. | personal services | a.<br>Contact investigations should be initiated for all TB suspects and cases. | i. Contact investigations will be initiated and performed according to the recommendations of the NYSDOH BTBC and CDC.<br>Responsible person(s): TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |
| | | b. Contact investigations should be initiated within 3 working days after the patient is reported with high risk contacts being evaluated within 7 working days. | i. Contact investigations will be initiated and performed according to the recommendations of the NYSDOH BTBC and CDC.<br>Responsible person(s): TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment. |

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| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed.<br><br>iii. |
| | | c. TB programs should have a comprehensive contact investigation infrastructure or system with formal monitoring activities in place (i.e., TBTT worksheets). | i.<br>TB Coordinator will complete line list and Submission of contacts will be reported as soon as possible.<br>Responsible person(s): TB Coordinator, Alida Rivera de Davis and clerical staff, Michele Fish<br><br>ii. The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed.<br><br>iii. |
| | | d. Provide language appropriate educational aides for foreign-born persons from TB endemic counties to inform them of the importance of LTBI | i. Language appropriate educational aides, when available, will be used for foreign-born persons to encourage evaluation and treatment of LTBI. |

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| | | treatment and to encourage evaluation and treatment. | Responsible Person: TB Coordinator, Alida Rivera de Davis and TB nursing Staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |
| | | e. Infants and young children with recent infection are recommended for window-period treatment for LTBI even if the TST and CXR do not suggest TB. | i.<br>Infants and young children with recent infection will be recommended for window-period treatment for LTBI even if the TST and CXR do not suggest TB<br>Responsible Person: Medical Consultant, Dr. Susan Blatt |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |
| | | f. Checking monthly or more for adherence and adverse effects of treatment by home visits, pill counts, or clinic appointments is recommended | i. Patients will be seen monthly or weekly as needed by nursing staff and monitored for compliance with medication and for any side effects from medication.<br><br>ii. Clerical staff and TB Outreach worker(s) will encourage appointment compliance through |

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| | | | regular appointment reminders (ex. letters) and follow-up to missed appointments (ex. Letters, phone calls, home visits).<br>Responsible Person(s): TB Coordinator, Alida Rivera de Davis, clerical staff; Michele Fish and Outreach worker, Naw Lay. |
| | | | iii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.<br>iv. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>v. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 6:<br>Increase the proportion to 77% of TB cases reported with positive or negative HIV test result documented | personal services | a. All TB suspects/cases between the ages of 13 and 64 (or younger or older if there is evidence of risk activity) seen in public health clinics (and private offices) must be offered HIV testing. | i. HIV counseling and testing will routinely be offered and encouraged for all TB Clinic clients, especially those ages 13 to 64 years of age, identified and evaluated for TB exposure, infection or disease.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii. For those patients tested elsewhere, results will be obtained with appropriate patient consent.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | iii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | v. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | b. All TB suspects/cases must have documentation of positive or negative HIV test results obtained at the time of TB diagnostic evaluation or at TB diagnosis or earlier, but not exceeding 1 year. | i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.<br>The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | | iii. |
| | | c. Consent for HIV testing can be part of a general durable consent to medical care, though specific opt out language for HIV testing must be included. Consent for rapid HIV testing can be oral and noted in the medical record. | i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |

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| | | | ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed.<br>iii. |
| | | d. Consent or refusal to be HIV tested should be noted in the patient's medical record including date and name of person ordering the test and/or making the note. | i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |

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| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | e. TB clinics are required to report monthly on HIV C&T activities | i. Activities will be reported monthly and quarterly.<br>Responsible Person(s): TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | f. Confidentiality of HIV test results is protected by law. Confidential HIV information may be released without a written statement prohibiting re-disclosure when routine disclosures are made to treating providers or to health insurers to obtain payment. | i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | g. Referral mechanisms in place to coordinate care, as needed, including public social service agency linkages. | i.Referral will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, for thos individuals with positive results and those that are at high risk.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

**ATTACHMENT C – WORK PLAN**
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 7:<br>Increase the proportion of immigrants and refugees designated as Class A or B who are appropriately evaluated within 90 days of notification. Increase the proportion of those completing a recommended treatment for LTBI.<br><br>7A:evaluated within 90 days 72%<br>7B:completed LTBI treatment 74% (of those eligible & started on treatment) | personal services | a. Evaluations for TB disease should be completed within ninety days of arrival or notification to the county. | i. Immigrants and refugees designated as Class A and B will be evaluated and treated according to the recommendations of the NYSDOH BTBC<br>Responsible Person(s): Medical consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | | iii. |
| | | b. All persons with B class TB arriving to NYS should receive a thorough TB evaluation. TheTB evaluation should be | i.Referrals are made by private agencies performing the RHA to the OCHD for TB evaluation. TB nursing staff will conduct TB nursing histories and report findings to Medical consultant. |

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| | | performed as it would for any high risk person. A CXR is not needed for TST negative (or IGRA negative) patients unless signs and symptoms suggest the need. | Responsible Person(s): TB Coordinator, Alida Rivera de Davis and TB nursing staff, various.<br>ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed.<br>iii. |
| | | c. NYS TB Follow-up worksheets should be completed and signed by the physician performing the assessment. If the evaluation is performed at the local heath department, that should be noted on the worksheet. | i. Required forms will be completed and submitted meeting time requirements Responsible Person: TB Coordinator, Alida Rivera de Davis PHN<br>ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | | iii. |
| | | d. NYS TB Follow-up worksheets must be returned to BTBC within 90 days of notification of arrival to the county. | i. Required forms will be completed and submitted meeting time requirements Responsible Person: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | e. If all efforts to locate the patient are unsuccessful within the allotted time frame, worksheet should be returned to BTBC with the appropriate box checked | i. Class A and B patients that do not report themselves to the health department will receive phone call, letter and/or home visit to initiate evaluation. Use of registered mail will be considered. If these attempts are unsuccessful, form will be returned to NYSDOH reporting such efforts. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | f. If the patient has moved and a forwarding address is available, this should be noted and the worksheet returned as soon as possible to BTBC. | i. Required forms will be completed and submitted meeting time requirements Responsible Person: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

## ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
|---|---|---|---|
| 8:<br><br>Increase the proportion of TB patients with sputum culture-positive results who have documented conversion to sputum culture-negative within 60 days of treatment initiation to 63%. | personal services | a. Important decisions concerning the continuation-phase regimen hinge on the microbiological status at the end of the initial phase of treatment, thus, obtaining sputum specimens at this juncture is critical, if sputum conversion to negative has not already been documented | i. All sputum culture positive TB patients started on anti-TB chemotherapy will be isolated and submit sputum after two weeks of treatment. If sputum is AFB smear negative X 3, isolation is discontinued and culture results are monitored. If AFB smear is positive, isolation is maintained. Sputum |

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| | | | specimens are obtained once weekly until 3 negative smears are resulted.<br><br>Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those sputum-negative culture results documented within 60 days. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will explain reasons for conversion greater than 60 days. |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | | iii. |
| | | b. For patients who had positive AFB smears at the time of diagnosis, follow-up smears should be collected monthly or may be obtained at more frequent intervals (e.g., every 2 weeks until two consecutive specimens are negative) to provide an early assessment of the response to treatment | i.<br>Sputum smear and culture results will be obtained monthly until two consecutive sputum negative culture specimens, taken at least one month apart, are resulted to assure an effective treatment regimen.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those sputum-negative culture results documented within 60 days. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will explain reasons for conversion greater than 60 days. |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance |

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| | | | improvement plan needed.<br><br>iii. |
| | | c. The presence of cavitations on the initial chest radiograph combined with having a positive sputum culture at the time the initial phase of treatment is completed has been shown in clinical trials to identify patients at high risk for adverse outcomes (treatment failure or relapse). | i. DOT is the standard of care in Oneida County for pulmonary TB cases.<br>Responsible Person(s): Medical Consultant, Dr. Susan Blatt, TB Coordinator, Alida Rivera de Davis PHN, TB Nursing Staff, various.<br><br>ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those sputum-negative culture results documented within 60 days.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will explain reasons for conversion greater than 60 days.<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed.<br><br>iii. |
| | | d. Patients with positive cultures after 2 months of treatment should undergo careful evaluation to determine the cause. | i. NYSDOH BTBC will be consulted for any TB cases with positive cultures after 2 months of treatment.<br><br>Responsible Person(s): Medical Consultant, |

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| | | | Dr. Susan Blatt, TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those sputum-negative culture results documented within 60 days. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will explain reasons for conversion greater than 60 days. |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

| *Responsible Staff* | *Name and Title* |
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| Medical Consultant | Susan Blatt, MD |
| Director of Health | Phyllis D. Ellis, BSN, MS, F.A.C.H.E |
| Deputy Director of Health | Patrice Bogan, FNP |
| Director of Clinic Services | Sandra Pejcic, BSN |
| TB Program Coordinator | Alida Rivera de Davis, PHN |
| TB Clerk | Michele Fish, clerk |
| TB Clinic Medical Interpreter/Outreach worker | Naw Lay, Translator |
| TB Nurse | Roseann Clemente, PHN |
| TB Nurse | Marina Kistner, RN |
| TB Nurse | Lisa Maline, RN |
| TB Nurse | Elena Leshkevich, RN |
| TB Nurse | Valentina Osilovsky, RN |

**ATTACHMENT C – WORK PLAN**
*SUMMARY*

PROJECT NAME: Tuberculosis Prevention & Control

CONTRACTOR SFS PAYEE NAME: Oneida County

CONTRACT PERIOD: From: 3/31/2017
To: 3/30/2018

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

**The Oneida County Health Department will work toward the national objective of TB elimination. The critical elements of a tuberculosis control program include: early case finding and reporting, prompt diagnosis, appropriate treatment, case management with particular attention to directly observed therapy, aggressive investigations of contracts, treatment of latent TB infection, and educational programs.**

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
|---|---|---|---|
| 1: 100% of information on all newly reported TB suspects/cases and 100% of all contacts to cases will be reported electronically through the NYS DOH Health Commerce System (HCS) | personal services | a.<br>Initial report of a case/suspect is required to be reported to the county by the provider within 24 hours. Providers need to be educated on all reporting requirements. | i.<br>Initial case report and periodic updates will be provided to the NYSDOH BTBC Regional TB Representative via telephone by TB coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | b.<br>An electronic report of the confidential case report (DC103) on HCS by the county should be submitted as soon as possible, even if bacteriologic evidence is lacking. | i.<br>Complete electronic reporting (DC103) via the Health Commerce System (HCS), as soon as possible.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | c.<br>Submission of the supplemental TB patient report can be submitted within 2 weeks of the DC 103. | i.<br>The TB supplemental will be reported electronically within 2 weeks of the DC103 will be accomplished.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | d.<br>Contacts should be submitted electronically for every TB case (pulmonary and extrapulmonary) reported in your jurisdiction | i. Submission of contacts will be reported as soon as possible for every pulmonary and extra-pulmonary TB case reported in our jurisdiction.<br>Person Responsible: Clerical staff, Michele Fish |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |

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| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
|---|---|---|---|
| 2:<br>For patients with newly diagnosed TB for whom 12 months or less of treatment is indicated, increase the proportion of patients who complete treatment within 12 months to 93%. | personal services | a.<br>Initial treatment with at least 4 drugs | i.<br>TB case/suspects treated by the TB Clinic will be treated under the direction of the TB medical consultant, following treatment guidelines of the NYSDOH BTBC and CDC. The TB medical consultant will also review care for those Oneida County TB patients treated privately.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | b.<br>Ensure case management and treatment of persons with active TB through the use of adherence-promoting measures such as outreach staff, extensive application of directly observed therapy (DOT), incentives and enablers. | i.<br>Fulfillment of objective standards will be performed by TB Outreach staff and Health Department nursing staff. Bilingual staff and contracted interpreters will be utilized when needed.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |

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| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | c.<br>Responsibility for successful treatment is clearly assigned to the public health program or private provider, not to the patient. Checking monthly or more for adherence and adverse effects of treatment by home visits, pill counts, or clinic appointments is recommended. | i.<br>TB case/suspect treatment will be monitored by the TB Coordinator/Medical Consultant. Daily or at minimum weekly case updates occur with involved staff to assure all problems are addressed. Each TB case will be reviewed by the TB Medical consultant at minimum, monthly and charts reviewed following the Clinic QA/QI policy and procedure.<br>Person Responsible(s): Medical consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN<br>ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | d.<br>Obtain sputum cultures following CDC/ATS guidelines to document culture conversion and guide | i.<br>For those necessary diagnostic and treatment services not available on site, the TB Coordinator and nursing staff will be responsible to ensure |

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| | | treatment plan. | they are provided elsewhere, as well as for monitoring the results of therapy.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | e. Routine education and training provided to Health Care Providers on current recommended treatment guidelines. | i. Routine education and training provided to health care providers on current treatment guidelines will be provided through telephone consultation by TB Coordinator and nursing staff. St. Elizabeth Medical Center residents will be provided on site education upon request Local Colleges, such as Utica College and SUNYIT nursing students may be provided on site training upon request.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |

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| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | f. Treatment completion is defined by number of doses ingested, as well as duration of treatment. | i.TB coordinator will keep close account of the number of doses ingested by patient and will report to Medical Consultant.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | h. The health department is responsible for ensuring adequate, appropriate diagnostic and treatment services are available, as well as monitoring the results of therapy. | i.The TB coordinator will follow monthly standing orders of laboratory testing, sputa collection and vision testing as needed and will report results to Medical Consultant.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | i.Treatment should be based on each patient's clinical and social | i. TB case/suspects treated by the TB Clinic will be treated under the |

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| | | circumstances (patient-centered care), regardless of the source of supervision | direction of the TB medical consultant, following treatment guidelines of the NYSDOH BTBC and CDC. The TB medical consultant will also review care for those Oneida County TB patients treated privately.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | j. County medical TB consultant is responsible for reviewing care for all TB patients, as well as direct care for those treated in county clinics. | i. TB case/suspects treated by the TB Clinic will be treated under the direction of the TB medical consultant, following treatment guidelines of the NYSDOH BTBC and CDC. The TB medical consultant will also review care for those Oneida County TB patients treated privately.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
|---|---|---|---|
| 3:<br>Increase the proportion of TB patients with sputum AFB smear-positive results who have contacts identified to 98%. | personal services | a. Contact investigations should be initiated within 3 working days after the patient is reported with high risk contacts being evaluated within 7 working days. | i. Contact investigation for sputum AFB smear positive cases will be initiated and implemented according to the recommendations of the NYSDOH BTBC and CDC. Other TB case contact investigations will be initiated and implemented when appropriate.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | b. Follow-up of an average of 7 to 10 contacts per pulmonary case. | i. A minimum of two contact interviews will be performed to assure all high priority contacts are identified. |

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| | | | ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed.<br><br>iii |
| | | c. Case infectiousness is a critical factor to optimal contact investigations. | i Medical consultant will determine the case infectiousness in accordance to the recommendations of the NYSDOH BTBC and CDC guidelines.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt<br><br>ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |

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| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | d. Coordinate and provide rapid and accurate identification of all high risk contacts during the infectious period. | i. Contact investigation for sputum AFB smear positive cases will be initiated and implemented according to the recommendations of the NYSDOH BTBC and CDC. Other TB case contact investigations will be initiated and implemented when appropriate.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | e. Contacts in household, workplace, school and leisure settings should be explored | i. Contact investigation for sputum AFB smear positive cases will be initiated and |

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| | | | implemented according to the recommendations of the NYSDOH BTBC and CDC. Other TB case contact investigations will be initiated and implemented when appropriate.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | f. Provision of clinic services convenient for patients. | i. TB Coordinator will coordinate patient care according to patient's needs.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous |

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| | | | years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | g.Home visits should be conducted as part of the contact investigation, as well as hospital visits to interview the index patient to illicit contacts. The location should accommodate the patient's right to privacy. | i. TB Coordinator will schedule interviews and conduct the contact investigation in accordance to the recommendations of the CDC Common Core guidelines.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | h. A minimum of two interviews is recommended to illicit all contacts. | i.TB Coordinator will schedule interviews and conduct the contact investigation in accordance to the recommendations of the CDC Common Core guidelines.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis |

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| | | | PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | i.Sputum AFB smear positive patients are of highest priority, but not the only patients to be evaluated. | i. Medical consultant will determine the case infectiousness in accordance to the recommendations of the NYSDOH BTBC and CDC guidelines.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 4:<br>Increase the proportion of contacts to sputum AFB smear-positive TB patients who are evaluated for infection and disease to 85%. | personal services | a. Factors critical to optimal contact investigations include contact susceptibility to infection, type and amount of contact exposure to the TB patient, contact risk for progression to active disease (including HIV status) and contact history of prior TB infection | i. Contacts to sputum AFB smear-positive and all other TB cases will be evaluated for infection and disease according to the recommendations of the NYSDOH BTBC and the CDC. Quantiferon-TB Gold blood testing will be used, when possible, for foreign-born case contacts.<br><br>Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |
| | | | iii. |
| | | b. Assign priorities to individual | i. List of contacts, including |

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| | | contacts for evaluation and treatment according to the NYSDOH BTBC and the CDC. Priority ranking is determined by the characteristics of the individual contacts and features of the exposure. | assignment of priority level, will be submitted electronically upon initial and upon second round testing.<br>Responsible Person(s): TB Coordinator, Alida Rivera de Davis and clerical staff, Michele Fish<br>ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed.<br>iii. |
| | | c. Define the duration, time period, and frequency of contact in various environments that constitute exposure. | i.<br>TB coordinator will follow the recommendations of the NYSDOH BTBC and the CDC guidelines.<br>Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN<br>ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum |

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| | | | AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | d. Develop standard criteria for expanding contact investigations. | i. TB coordinator will follow the recommendations of the NYSDOH BTBC and the CDC guidelines. Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | f. Complete evaluation of contacts | i. TB coordinator will follow the |

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| | | consisting of initial and follow-up TSTs (at 8 -10 weeks) and chest x-rays when appropriate. The use of approved Interferon Gamma Release Assays (IGRAs) may be substituted for TSTs in the diagnosis of TB infection (see updated MMWR guidelines, 6/25/10). | recommendations of the NYSDOH BTBC and the CDC guidelines. Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 5:<br>Increase the proportion of contacts of sputum AFB smear-positive cases with latent TB infection (LTBI) who start treatment to 78% and those who complete treatment to 76%. | personal services | a.<br>Contact investigations should be initiated for all TB suspects and cases. | i. Contact investigations will be initiated and performed according to the recommendations of the NYSDOH BTBC and CDC.<br>Responsible person(s): TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |
| | | b. Contact investigations should be initiated within 3 working days after the patient is reported with high risk contacts being evaluated within 7 working days. | i. Contact investigations will be initiated and performed according to the recommendations of the NYSDOH BTBC and CDC.<br>Responsible person(s): TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment. |

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| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed.<br><br>iii. |
| | | c. TB programs should have a comprehensive contact investigation infrastructure or system with formal monitoring activities in place (i.e., TBTT worksheets). | i.<br>TB Coordinator will complete line list and Submission of contacts will be reported as soon as possible.<br>Responsible person(s): TB Coordinator, Alida Rivera de Davis and clerical staff, Michele Fish<br><br>ii. The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed.<br><br>iii. |
| | | d. Provide language appropriate educational aides for foreign-born persons from TB endemic counties to inform them of the importance of LTBI | i. Language appropriate educational aides, when available, will be used for foreign-born persons to encourage evaluation and treatment of LTBI. |

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| | | treatment and to encourage evaluation and treatment. | Responsible Person: TB Coordinator, Alida Rivera de Davis and TB nursing Staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |
| | | e. Infants and young children with recent infection are recommended for window-period treatment for LTBI even if the TST and CXR do not suggest TB. | i.<br>Infants and young children with recent infection will be recommended for window-period treatment for LTBI even if the TST and CXR do not suggest TB<br>Responsible Person: Medical Consultant, Dr. Susan Blatt |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |
| | | f. Checking monthly or more for adherence and adverse effects of treatment by home visits, pill counts, or clinic appointments is recommended | i. Patients will be seen monthly or weekly as needed by nursing staff and monitored for compliance with medication and for any side effects from medication.<br><br>ii. Clerical staff and TB Outreach worker(s) will encourage appointment compliance through |

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| | | | regular appointment reminders (ex. letters) and follow-up to missed appointments (ex. Letters, phone calls, home visits).<br>Responsible Person(s): TB Coordinator, Alida Rivera de Davis, clerical staff; Michele Fish and Outreach worker, Naw Lay. |
| | | | iii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.<br>iv. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>v. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 6:<br>Increase the proportion to 78% of TB cases reported with positive or negative HIV test result documented | personal services | a. All TB suspects/cases between the ages of 13 and 64 (or younger or older if there is evidence of risk activity) seen in public health clinics (and private offices) must be offered HIV testing. | i. HIV counseling and testing will routinely be offered and encouraged for all TB Clinic clients, especially those ages 13 to 64 years of age, identified and evaluated for TB exposure, infection or disease.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii. For those patients tested elsewhere, results will be obtained with appropriate patient consent.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | iii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | v. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | b. All TB suspects/cases must have documentation of positive or negative HIV test results obtained at the time of TB diagnostic evaluation or at TB diagnosis or earlier, but not exceeding 1 year. | i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.<br>The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | | iii. |
| | | c. Consent for HIV testing can be part of a general durable consent to medical care, though specific opt out language for HIV testing must be included. Consent for rapid HIV testing can be oral and noted in the medical record. | i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |

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| | | | ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed.<br>iii. |
| | | d. Consent or refusal to be HIV tested should be noted in the patient's medical record including date and name of person ordering the test and/or making the note. | i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |

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| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | e. TB clinics are required to report monthly on HIV C&T activities | i. Activities will be reported monthly and quarterly.<br>Responsible Person(s): TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | f. Confidentiality of HIV test results is protected by law. Confidential HIV information may be released without a written statement prohibiting re-disclosure when routine disclosures are made to treating providers or to health insurers to obtain payment. | i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | g. Referral mechanisms in place to coordinate care, as needed, including public social service agency linkages. | i.Referral will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, for thos individuals with positive results and those that are at high risk.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 7:<br>Increase the proportion of immigrants and refugees designated as Class A or B who are appropriately evaluated within 90 days of notification. Increase the proportion of those completing a recommended treatment for LTBI.<br><br>7A:evaluated within 90 days 73%<br>7B:completed LTBI treatment 75% (of those eligible & started on treatment) | personal services | a. Evaluations for TB disease should be completed within ninety days of arrival or notification to the county. | i. Immigrants and refugees designated as Class A and B will be evaluated and treated according to the recommendations of the NYSDOH BTBC<br>Responsible Person(s): Medical consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | | iii. |
| | | b. All persons with B class TB arriving to NYS should receive a thorough TB evaluation. TheTB evaluation should be | i.Referrals are made by private agencies performing the RHA to the OCHD for TB evaluation. TB nursing staff will conduct TB nursing histories and report findings to Medical consultant. |

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| | | performed as it would for any high risk person. A CXR is not needed for TST negative (or IGRA negative) patients unless signs and symptoms suggest the need. | Responsible Person(s): TB Coordinator, Alida Rivera de Davis and TB nursing staff, various.<br>.<br>ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed.<br>iii. |
| | | c. NYS TB Follow-up worksheets should be completed and signed by the physician performing the assessment. If the evaluation is performed at the local heath department, that should be noted on the worksheet. | i. Required forms will be completed and submitted meeting time requirements Responsible Person: TB Coordinator, Alida Rivera de Davis PHN<br>ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | | iii. |
| | | d. NYS TB Follow-up worksheets must be returned to BTBC within 90 days of notification of arrival to the county. | i. Required forms will be completed and submitted meeting time requirements Responsible Person: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | e. If all efforts to locate the patient are unsuccessful within the allotted time frame, worksheet should be returned to BTBC with the appropriate box checked | i. Class A and B patients that do not report themselves to the health department will receive phone call, letter and/or home visit to initiate evaluation. Use of registered mail will be considered. If these attempts are unsuccessful, form will be returned to NYSDOH reporting such efforts. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | f. If the patient has moved and a forwarding address is available, this should be noted and the worksheet returned as soon as possible to BTBC. | i. Required forms will be completed and submitted meeting time requirements Responsible Person: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

## ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 8:<br><br>Increase the proportion of TB patients with sputum culture-positive results who have documented conversion to sputum culture-negative within 60 days of treatment initiation to 63.5%. | personal services | a. Important decisions concerning the continuation-phase regimen hinge on the microbiological status at the end of the initial phase of treatment, thus, obtaining sputum specimens at this juncture is critical, if sputum conversion to negative has not already been documented | i. All sputum culture positive TB patients started on anti-TB chemotherapy will be isolated and submit sputum after two weeks of treatment. If sputum is AFB smear negative X 3, isolation is discontinued and culture results are monitored. If AFB smear is positive, isolation is maintained. Sputum |

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| | | | specimens are obtained once weekly until 3 negative smears are resulted.<br><br>Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those sputum-negative culture results documented within 60 days. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will explain reasons for conversion greater than 60 days. |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | | iii. |
| | | b. For patients who had positive AFB smears at the time of diagnosis, follow-up smears should be collected monthly or may be obtained at more frequent intervals (e.g., every 2 weeks until two consecutive specimens are negative) to provide an early assessment of the response to treatment | i.<br>Sputum smear and culture results will be obtained monthly until two consecutive sputum negative culture specimens, taken at least one month apart, are resulted to assure an effective treatment regimen.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those sputum-negative culture results documented within 60 days. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will explain reasons for conversion greater than 60 days. |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance |

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| | | | improvement plan needed.<br><br>iii. |
| | | c. The presence of cavitations on the initial chest radiograph combined with having a positive sputum culture at the time the initial phase of treatment is completed has been shown in clinical trials to identify patients at high risk for adverse outcomes (treatment failure or relapse). | i. DOT is the standard of care in Oneida County for pulmonary TB cases.<br>Responsible Person(s): Medical Consultant, Dr. Susan Blatt, TB Coordinator, Alida Rivera de Davis PHN, TB Nursing Staff, various.<br><br>ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those sputum-negative culture results documented within 60 days.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will explain reasons for conversion greater than 60 days.<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed.<br><br>iii. |
| | | d. Patients with positive cultures after 2 months of treatment should undergo careful evaluation to determine the cause. | i. NYSDOH BTBC will be consulted for any TB cases with positive cultures after 2 months of treatment.<br><br>Responsible Person(s): Medical Consultant, |

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| | | | Dr. Susan Blatt, TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those sputum-negative culture results documented within 60 days. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will explain reasons for conversion greater than 60 days. |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

| *Responsible Staff* | *Name and Title* |
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| Medical Consultant | Susan Blatt, MD |
| Director of Health | Phyllis D. Ellis, BSN, MS, F.A.C.H.E |
| Deputy Director of Health | Patrice Bogan, FNP |
| Director of Clinic Services | Sandra Pejcic, BSN |
| TB Program Coordinator | Alida Rivera de Davis, PHN |
| TB Clerk | Michele Fish, clerk |
| TB Clinic Medical Interpreter/Outreach worker | Naw Lay, Translator |
| TB Nurse | Roseann Clemente, PHN |
| TB Nurse | Marina Kistner, RN |
| TB Nurse | Lisa Maline, RN |
| TB Nurse | Elena Leshkevich, RN |
| TB Nurse | Valentina Osilovsky, RN |

## ATTACHMENT C – WORK PLAN
*SUMMARY*

PROJECT NAME: Tuberculosis Prevention & Control

CONTRACTOR SFS PAYEE NAME: Oneida County

CONTRACT PERIOD: From: 3/31/2018
To: 3/30/2019

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

**The Oneida County Health Department will work toward the national objective of TB elimination. The critical elements of a tuberculosis control program include: early case finding and reporting, prompt diagnosis, appropriate treatment, case management with particular attention to directly observed therapy, aggressive investigations of contracts, treatment of latent TB infection, and educational programs.**

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 1: 100% of information on all newly reported TB suspects/cases and 100% of all contacts to cases will be reported electronically through the NYS DOH Health Commerce System (HCS) | personal services | a.<br>Initial report of a case/suspect is required to be reported to the county by the provider within 24 hours. Providers need to be educated on all reporting requirements. | i.<br>Initial case report and periodic updates will be provided to the NYSDOH BTBC Regional TB Representative via telephone by TB coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | b.<br>An electronic report of the confidential case report (DC103) on HCS by the county should be submitted as soon as possible, even if bacteriologic evidence is lacking. | i.<br>Complete electronic reporting (DC103) via the Health Commerce System (HCS), as soon as possible.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | c.<br>Submission of the supplemental TB patient report can be submitted within 2 weeks of the DC 103. | i.<br>The TB supplemental will be reported electronically within 2 weeks of the DC103 will be accomplished.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | d.<br>Contacts should be submitted electronically for every TB case (pulmonary and extrapulmonary) reported in your jurisdiction | i. Submission of contacts will be reported as soon as possible for every pulmonary and extra-pulmonary TB case reported in our jurisdiction.<br>Person Responsible: Clerical staff, Michele Fish |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |

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| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 2:<br>For patients with newly diagnosed TB for whom 12 months or less of treatment is indicated, increase the proportion of patients who complete treatment within 12 months to 93%. | personal services | a.<br>Initial treatment with at least 4 drugs | i.<br>TB case/suspects treated by the TB Clinic will be treated under the direction of the TB medical consultant, following treatment guidelines of the NYSDOH BTBC and CDC. The TB medical consultant will also review care for those Oneida County TB patients treated privately.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | b.<br>Ensure case management and treatment of persons with active TB through the use of adherence-promoting measures such as outreach staff, extensive application of directly observed therapy (DOT), incentives and enablers. | i.<br>Fulfillment of objective standards will be performed by TB Outreach staff and Health Department nursing staff. Bilingual staff and contracted interpreters will be utilized when needed.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |

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| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | c.<br>Responsibility for successful treatment is clearly assigned to the public health program or private provider, not to the patient. Checking monthly or more for adherence and adverse effects of treatment by home visits, pill counts, or clinic appointments is recommended. | i.<br>TB case/suspect treatment will be monitored by the TB Coordinator/Medical Consultant. Daily or at minimum weekly case updates occur with involved staff to assure all problems are addressed. Each TB case will be reviewed by the TB Medical consultant at minimum, monthly and charts reviewed following the Clinic QA/QI policy and procedure.<br>Person Responsible(s): Medical consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN<br><br>ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | d.<br>Obtain sputum cultures following CDC/ATS guidelines to document culture conversion and guide | i.<br>For those necessary diagnostic and treatment services not available on site, the TB Coordinator and nursing staff will be responsible to ensure |

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| | | treatment plan. | they are provided elsewhere, as well as for monitoring the results of therapy.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | e. Routine education and training provided to Health Care Providers on current recommended treatment guidelines. | i. Routine education and training provided to health care providers on current treatment guidelines will be provided through telephone consultation by TB Coordinator and nursing staff. St. Elizabeth Medical Center residents will be provided on site education upon request Local Colleges, such as Utica College and SUNYIT nursing students may be provided on site training upon request.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |

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| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | f. Treatment completion is defined by number of doses ingested, as well as duration of treatment. | i.TB coordinator will keep close account of the number of doses ingested by patient and will report to Medical Consultant.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | h. The health department is responsible for ensuring adequate, appropriate diagnostic and treatment services are available, as well as monitoring the results of therapy. | i.The TB coordinator will follow monthly standing orders of laboratory testing, sputa collection and vision testing as needed and will report results to Medical Consultant.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | i.Treatment should be based on each patient's clinical and social | i. TB case/suspects treated by the TB Clinic will be treated under the |

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| | | circumstances (patient-centered care), regardless of the source of supervision | direction of the TB medical consultant, following treatment guidelines of the NYSDOH BTBC and CDC. The TB medical consultant will also review care for those Oneida County TB patients treated privately.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | j. County medical TB consultant is responsible for reviewing care for all TB patients, as well as direct care for those treated in county clinics. | i. TB case/suspects treated by the TB Clinic will be treated under the direction of the TB medical consultant, following treatment guidelines of the NYSDOH BTBC and CDC. The TB medical consultant will also review care for those Oneida County TB patients treated privately.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt |
| | | | ii. The TB coordinator, Alida Rivera de Davis PHN will evaluate if objectives are met for the year |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 3:<br>Increase the proportion of TB patients with sputum AFB smear-positive results who have contacts identified to 98%. | personal services | a. Contact investigations should be initiated within 3 working days after the patient is reported with high risk contacts being evaluated within 7 working days. | i. Contact investigation for sputum AFB smear positive cases will be initiated and implemented according to the recommendations of the NYSDOH BTBC and CDC. Other TB case contact investigations will be initiated and implemented when appropriate.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | b. Follow-up of an average of 7 to 10 contacts per pulmonary case. | i. A minimum of two contact interviews will be performed to assure all high priority contacts are identified. |

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| | | | ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed.<br><br>iii |
| | | c. Case infectiousness is a critical factor to optimal contact investigations. | i Medical consultant will determine the case infectiousness in accordance to the recommendations of the NYSDOH BTBC and CDC guidelines.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt<br><br>ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |

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| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | d. Coordinate and provide rapid and accurate identification of all high risk contacts during the infectious period. | i. Contact investigation for sputum AFB smear positive cases will be initiated and implemented according to the recommendations of the NYSDOH BTBC and CDC. Other TB case contact investigations will be initiated and implemented when appropriate.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | e. Contacts in household, workplace, school and leisure settings should be explored | i. Contact investigation for sputum AFB smear positive cases will be initiated and |

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| | | | implemented according to the recommendations of the NYSDOH BTBC and CDC. Other TB case contact investigations will be initiated and implemented when appropriate.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | f. Provision of clinic services convenient for patients. | i. TB Coordinator will coordinate patient care according to patient's needs.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous |

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| | | | years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | g.Home visits should be conducted as part of the contact investigation, as well as hospital visits to interview the index patient to illicit contacts. The location should accommodate the patient's right to privacy. | i. TB Coordinator will schedule interviews and conduct the contact investigation in accordance to the recommendations of the CDC Common Core guidelines.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | h. A minimum of two interviews is recommended to illicit all contacts. | i.TB Coordinator will schedule interviews and conduct the contact investigation in accordance to the recommendations of the CDC Common Core guidelines.<br>Person Responsible: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis |

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| | | | PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | i.Sputum AFB smear positive patients are of highest priority, but not the only patients to be evaluated. | i. Medical consultant will determine the case infectiousness in accordance to the recommendations of the NYSDOH BTBC and CDC guidelines.<br>Person Responsible: Medical Consultant, Dr. Susan Blatt |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 4:<br>Increase the proportion of contacts to sputum AFB smear-positive TB patients who are evaluated for infection and disease to 86%. | personal services | a. Factors critical to optimal contact investigations include contact susceptibility to infection, type and amount of contact exposure to the TB patient, contact risk for progression to active disease (including HIV status) and contact history of prior TB infection | i. Contacts to sputum AFB smear-positive and all other TB cases will be evaluated for infection and disease according to the recommendations of the NYSDOH BTBC and the CDC. Quantiferon-TB Gold blood testing will be used, when possible, for foreign-born case contacts.<br><br>Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |
| | | b. Assign priorities to individual | iii.<br>i. List of contacts, including |

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| | | contacts for evaluation and treatment according to the NYSDOH BTBC and the CDC. Priority ranking is determined by the characteristics of the individual contacts and features of the exposure. | assignment of priority level, will be submitted electronically upon initial and upon second round testing.<br>Responsible Person(s): TB Coordinator, Alida Rivera de Davis and clerical staff, Michele Fish<br>ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed.<br>iii. |
| | | c. Define the duration, time period, and frequency of contact in various environments that constitute exposure. | i.<br>TB coordinator will follow the recommendations of the NYSDOH BTBC and the CDC guidelines.<br>Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN<br>ii.<br>The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum |

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| | | | AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | d. Develop standard criteria for expanding contact investigations. | i. TB coordinator will follow the recommendations of the NYSDOH BTBC and the CDC guidelines. Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br><br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | f. Complete evaluation of contacts | i. TB coordinator will follow the |

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| | | consisting of initial and follow-up TSTs (at 8 -10 weeks) and chest x-rays when appropriate. The use of approved Interferon Gamma Release Assays (IGRAs) may be substituted for TSTs in the diagnosis of TB infection (see updated MMWR guidelines, 6/25/10). | recommendations of the NYSDOH BTBC and the CDC guidelines. Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN will monitor the percentage of sputum AFB smear positive patients with identified contacts.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 5:<br>Increase the proportion of contacts of sputum AFB smear-positive cases with latent TB infection (LTBI) who start treatment to 79% and those who complete treatment to 77%. | personal services | a.<br>Contact investigations should be initiated for all TB suspects and cases. | i. Contact investigations will be initiated and performed according to the recommendations of the NYSDOH BTBC and CDC.<br>Responsible person(s): TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |
| | | b. Contact investigations should be initiated within 3 working days after the patient is reported with high risk contacts being evaluated within 7 working days. | i. Contact investigations will be initiated and performed according to the recommendations of the NYSDOH BTBC and CDC.<br>Responsible person(s): TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment. |

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| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed.<br><br>iii. |
| | | c. TB programs should have a comprehensive contact investigation infrastructure or system with formal monitoring activities in place (i.e., TBTT worksheets). | i.<br>TB Coordinator will complete line list and Submission of contacts will be reported as soon as possible.<br>Responsible person(s): TB Coordinator, Alida Rivera de Davis and clerical staff, Michele Fish<br><br>ii. The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed.<br><br>iii. |
| | | d. Provide language appropriate educational aides for foreign-born persons from TB endemic counties to inform them of the importance of LTBI | i. Language appropriate educational aides, when available, will be used for foreign-born persons to encourage evaluation and treatment of LTBI. |

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| | | treatment and to encourage evaluation and treatment. | Responsible Person: TB Coordinator, Alida Rivera de Davis and TB nursing Staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |
| | | e. Infants and young children with recent infection are recommended for window-period treatment for LTBI even if the TST and CXR do not suggest TB. | i.<br>Infants and young children with recent infection will be recommended for window-period treatment for LTBI even if the TST and CXR do not suggest TB<br>Responsible Person: Medical Consultant, Dr. Susan Blatt |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |
| | | f. Checking monthly or more for adherence and adverse effects of treatment by home visits, pill counts, or clinic appointments is recommended | i. Patients will be seen monthly or weekly as needed by nursing staff and monitored for compliance with medication and for any side effects from medication.<br><br>ii. Clerical staff and TB Outreach worker(s) will encourage appointment compliance through |

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| | | | regular appointment reminders (ex. letters) and follow-up to missed appointments (ex. Letters, phone calls, home visits).<br>Responsible Person(s): TB Coordinator, Alida Rivera de Davis, clerical staff; Michele Fish and Outreach worker, Naw Lay. |
| | | | iii.The Medical Consultant, Dr. Susan Blatt and TB Coordinator will monitor the percentage of eligible candidates placed on treatment.<br>iv. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>v. The TB coordinator, Alida Rivera de Davis PHN will discuss any performanc improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 6:<br>Increase the proportion to 79% of TB cases reported with positive or negative HIV test result documented | personal services | a. All TB suspects/cases between the ages of 13 and 64 (or younger or older if there is evidence of risk activity) seen in public health clinics (and private offices) must be offered HIV testing. | i. HIV counseling and testing will routinely be offered and encouraged for all TB Clinic clients, especially those ages 13 to 64 years of age, identified and evaluated for TB exposure, infection or disease.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii. For those patients tested elsewhere, results will be obtained with appropriate patient consent.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | iii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | v. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | b. All TB suspects/cases must have documentation of positive or negative HIV test results obtained at the time of TB diagnostic evaluation or at TB diagnosis or earlier, but not exceeding 1 year. | i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.<br>The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | | iii. |
| | | c. Consent for HIV testing can be part of a general durable consent to medical care, though specific opt out language for HIV testing must be included. Consent for rapid HIV testing can be oral and noted in the medical record. | i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |

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| | | | ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed.<br>iii. |
| | | d. Consent or refusal to be HIV tested should be noted in the patient's medical record including date and name of person ordering the test and/or making the note. | i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |

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| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | e. TB clinics are required to report monthly on HIV C&T activities | i. Activities will be reported monthly and quarterly.<br>Responsible Person(s): TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | f. Confidentiality of HIV test results is protected by law. Confidential HIV information may be released without a written statement prohibiting re-disclosure when routine disclosures are made to treating providers or to health insurers to obtain payment. | i. HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | g. Referral mechanisms in place to coordinate care, as needed, including public social service agency linkages. | i.Referral will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, for thos individuals with positive results and those that are at high risk.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN and TB nursing staff, various. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the proportion of all cases offered HIV testing and number of cases with documented test result. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 7:<br>Increase the proportion of immigrants and refugees designated as Class A or B who are appropriately evaluated within 90 days of notification. Increase the proportion of those completing a recommended treatment for LTBI.<br><br>7A:evaluated within 90 days 74%<br>7B:completed LTBI treatment 76% (of those eligible & started on treatment) | personal services | a. Evaluations for TB disease should be completed within ninety days of arrival or notification to the county. | i. Immigrants and refugees designated as Class A and B will be evaluated and treated according to the recommendations of the NYSDOH BTBC<br>Responsible Person(s): Medical consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | | iii. |
| | | b. All persons with B class TB arriving to NYS should receive a thorough TB evaluation. TheTB evaluation should be | i.Referrals are made by private agencies performing the RHA to the OCHD for TB evaluation. TB nursing staff will conduct TB nursing histories and report findings to Medical consultant. |

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| | | performed as it would for any high risk person. A CXR is not needed for TST negative (or IGRA negative) patients unless signs and symptoms suggest the need. | Responsible Person(s): TB Coordinator, Alida Rivera de Davis and TB nursing staff, various.<br>ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed.<br>iii. |
| | | c. NYS TB Follow-up worksheets should be completed and signed by the physician performing the assessment. If the evaluation is performed at the local heath department, that should be noted on the worksheet. | i. Required forms will be completed and submitted meeting time requirements Responsible Person: TB Coordinator, Alida Rivera de Davis PHN<br>ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | | iii. |
| | | d. NYS TB Follow-up worksheets must be returned to BTBC within 90 days of notification of arrival to the county. | i. Required forms will be completed and submitted meeting time requirements Responsible Person: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | e. If all efforts to locate the patient are unsuccessful within the allotted time frame, worksheet should be returned to BTBC with the appropriate box checked | i. Class A and B patients that do not report themselves to the health department will receive phone call, letter and/or home visit to initiate evaluation. Use of registered mail will be considered. If these attempts are unsuccessful, form will be returned to NYSDOH reporting such efforts. |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

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| | | f. If the patient has moved and a forwarding address is available, this should be noted and the worksheet returned as soon as possible to BTBC. | i. Required forms will be completed and submitted meeting time requirements Responsible Person: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those evaluated and completing treatment for LTBI. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will compare to previous years, and discuss changes |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

ATTACHMENT C – WORK PLAN
*DETAIL*

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
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| 8:<br><br>Increase the proportion of TB patients with sputum culture-positive results who have documented conversion to sputum culture-negative within 60 days of treatment initiation to 64%. | personal services | a. Important decisions concerning the continuation-phase regimen hinge on the microbiological status at the end of the initial phase of treatment, thus, obtaining sputum specimens at this juncture is critical, if sputum conversion to negative has not already been documented | i. All sputum culture positive TB patients started on anti-TB chemotherapy will be isolated and submit sputum after two weeks of treatment. If sputum is AFB smear negative X 3, isolation is discontinued and culture results are monitored. If AFB smear is positive, isolation is maintained. Sputum |

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| | | | specimens are obtained once weekly until 3 negative smears are resulted.<br><br>Responsible Person(s): Medical Consultant, Dr. Susan Blatt and TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those sputum-negative culture results documented within 60 days. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will explain reasons for conversion greater than 60 days. |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |
| | | | iii. |
| | | b. For patients who had positive AFB smears at the time of diagnosis, follow-up smears should be collected monthly or may be obtained at more frequent intervals (e.g., every 2 weeks until two consecutive specimens are negative) to provide an early assessment of the response to treatment | i.<br>Sputum smear and culture results will be obtained monthly until two consecutive sputum negative culture specimens, taken at least one month apart, are resulted to assure an effective treatment regimen.<br>Responsible Person: TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those sputum-negative culture results documented within 60 days. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will explain reasons for conversion greater than 60 days. |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance |

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| | | | improvement plan needed.<br><br>iii. |
| | | c. The presence of cavitations on the initial chest radiograph combined with having a positive sputum culture at the time the initial phase of treatment is completed has been shown in clinical trials to identify patients at high risk for adverse outcomes (treatment failure or relapse). | i. DOT is the standard of care in Oneida County for pulmonary TB cases.<br>Responsible Person(s): Medical Consultant, Dr. Susan Blatt, TB Coordinator, Alida Rivera de Davis PHN, TB Nursing Staff, various.<br><br>ii. The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those sputum-negative culture results documented within 60 days.<br>iii. The TB coordinator, Alida Rivera de Davis PHN will explain reasons for conversion greater than 60 days.<br>iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed.<br><br>iii. |
| | | d. Patients with positive cultures after 2 months of treatment should undergo careful evaluation to determine the cause. | i. NYSDOH BTBC will be consulted for any TB cases with positive cultures after 2 months of treatment.<br><br>Responsible Person(s): Medical Consultant, |

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| | | | Dr. Susan Blatt, TB Coordinator, Alida Rivera de Davis PHN |
| | | | ii.The Medical Consultant, Dr. Susan Blatt and the TB Coordinator will monitor the the percentage of those sputum-negative culture results documented within 60 days. |
| | | | iii. The TB coordinator, Alida Rivera de Davis PHN will explain reasons for conversion greater than 60 days. |
| | | | iv. The TB coordinator, Alida Rivera de Davis PHN will discuss any performance improvement plan needed. |

| *Responsible Staff* | *Name and Title* |
|---|---|
| Medical Consultant | Susan Blatt, MD |
| Director of Health | Phyllis D. Ellis, BSN, MS, F.A.C.H.E |
| Deputy Director of Health | Patrice Bogan, FNP |
| Director of Clinic Services | Sandra Pejcic, BSN |
| TB Program Coordinator | Alida Rivera de Davis, PHN |
| TB Clerk | Michele Fish, clerk |
| TB Clinic Medical Interpreter/Outreach worker | Naw Lay, Translator |
| TB Nurse | Roseann Clemente, PHN |
| TB Nurse | Marina Kistner, RN |
| TB Nurse | Lisa Maline, RN |
| TB Nurse | Elena Leshkevich, RN |
| TB Nurse | Valentina Osilovsky, RN |

# ATTACHMENT D
# PAYMENT AND REPORTING SCHEDULE

## I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

### A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of _____0_____ percent (___%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. Recoupment of any advance payment(s) shall be recovered by crediting (___%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

   Period: _____ Amount: _____ Due Date: _____

   Period: _____ Amount: _____ Due Date: _____

   Period: _____ Amount: _____ Due Date: _____

   Period: _____ Amount: _____ Due Date: _____

### B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

☑ Quarterly Reimbursement
Due date 30 days after quarter ends

☐ Monthly Reimbursement
Due date _____

☐ Biannual Reimbursement
Due date _____

☐ Fee for Service Reimbursement
Due date _____

☐ Rate Based Reimbursement
Due date _____

☐ Fifth Quarter Reimbursement
Due date _____

☐ Milestone/Performance Reimbursement
Due date/Frequency _____

☐ Scheduled Reimbursement
Due date/Frequency _____

## II. REPORTING PROVISIONS

### A. Expenditure-Based Reports (*select the applicable report type*):

☑ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

☑ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☑ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

☑ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 30 days after the end of the contract period.

☐ Consolidated Fiscal Report (CFR)[1]

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

[1] The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

## B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until 30 days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is April 29, 2015. The agency shall complete its audit and notify vendor of the results no later than May 10, 2015. The Contractor shall submit the report not later than 30 days from the end of the contract.

## C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

## TABLE I – REPORTING SCHEDULE

| PROGRESS REPORT # | PERIOD COVERED | DUE DATE |
|---|---|---|
| 1 | 3/31/2014-6/30/2014 | July 30, 2014 |
| 2 | 7/1/2014-9/30/2014 | October30, 2014 |
| 3 | 10/1/2014-12/31/2014 | January 30, 2015 |
| 4 | 1/1/2015-3/30/2015 | April 29, 2015 |
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# ATTACHMENT A-1
# AGENCY AND PROGRAM SPECIFIC CLAUSES
## Part A. Agency Specific Clauses

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

**A. International Boycott Prohibition:** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**B. Prohibition on Purchase of Tropical Hardwoods:**

1. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

2. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**C. MacBride Fair Employment Principles:** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the

MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**D. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development

633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

**E. Procurement Lobbying:** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors:** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

G. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

**H. Administrative Rules and Audits:**

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs:

a) For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

b) For a nonprofit organization other than
(i) an institution of higher education,
(ii) a hospital, or
(iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal funds, and the CONTRACTOR spends more than $500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

b) If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than $500,000, and if the CONTRACTOR receives $300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

**I.** The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

**J.** The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

**K.** The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

**L.** The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

**M.** The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

**N.** Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into this contract as **Attachment E-1**:

   a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

   b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

   c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Attachment E-2:**

   a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

   b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

   c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

**O.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

**P.** All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

**Q.** All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

**R.** The CONTRACTOR shall submit to the STATE ***(monthly or quarterly)*** voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

**<< Insert Address>>**

S. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

T. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

**U.** Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: Stephen E. Hughes, PhD.

Title: Assistant Bureau Director, Bureau of Tuberculosis Control

Address: Corning Tower, Room 575

Albany, New York 12237

Telephone Number: (518) 474-4845

Facsimile Number: (518) 473-6164

E-Mail Address: stephen.hughes@health.ny.gov

Insert Vendor/Grantee Name Here

Name: Phyllis D. Ellis, BSN, MS, FACHE

Title: Director of Public Health, Oneida County Health Department

Address: Adirondack Bank Bldg., 5th Floor

185 Genesee Street

Utica, New York 13501

Telephone Number: (315) 798-5633

Facsimile Number: (315) 798-5633

E-Mail Address: pellis@ocgov.net

## Part B. Program Specific Clauses

Attachment A-1 Part B intentionally omitted.

RECEIVED
NOV 10 2014
Oneida County Executive's Office

# ONEIDA COUNTY
# OFFICE OF THE DISTRICT ATTORNEY

**Scott D. McNamara**
**District Attorney**

**Michael A. Coluzza**
**First Assistant**

Kurt D. Hameline
Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.
Todd C. Carville
Robert L. Bauer

**Dawn Catera Lupi**
**First Assistant**

Michael R. Nolan
Joshua L. Bauer
Christopher D. Hameline
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Ashley J. Weiss
Sarah M. Kelly
Kevin J. Dwyer

FN 20 14-320

PUBLIC SAFETY

WAYS & MEANS

November 4, 2014

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear Mr. Picente:

Enclosed please find documents pertaining to the expenses incurred by the Oneida County District Attorney's Office with regard to the investigation and/or prosecution of State of New York inmates.

Please review this material at your earliest convenience and forward it to the Board of Legislatures for their review and approval.

If you have any questions or concerns, please contact my office.

Thank you.

Very truly yours,

Scott D. McNamara
Oneida County District Attorney

RECEIVED
NOV 10 2014

se

Encs. State Billing 2014 Summary of Cases/Certification
State Aid Voucher
Proposed Resolution

Reviewed and Approved for submittal to the Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 11-10-14

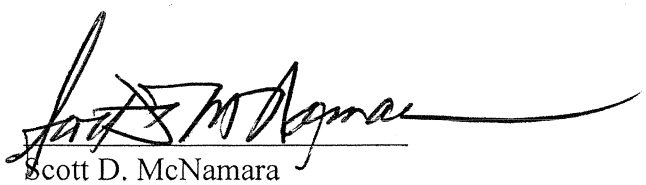
STATE BILLING 2014
SUMMARY OF CASES

| INMATE | TOTAL |
|---|---|
| Evan Adames | 582.92 |
| Shawn Birchette | 113.04 |
| Justice Butler | 220.47 |
| Jose Cabrera | 421.54 |
| Marlo Carter | 472.82 |
| Remulo Cepeda | 1,158.92 |
| Tyler Emm | 468.39 |
| Paul Hurstel | 562.86 |
| Terry James | 519.77 |
| Damin Kelly | 418.58 |
| Edgardo Lopez | 378.21 |
| David McLaughin | 310.91 |
| Hector Morales | 145.98 |
| McKenney Nivol | 460.37 |
| Armando Ortiz | 702.16 |
| Kevin Ponder | 540.41 |
| Bryan Scott | 307.36 |
| Junaun Simmons | 271.78 |
| Frank Smith | 212.12 |
| Melquan Smith | 510.72 |
| Miguel Valderas | 662.21 |
| Troy Wade | 2445.84 |
| Joshua Walter | 366.81 |
| Total | $ 12,254.19 |

Time expended on October 27, 2014 by Susan Engesser preparing state billing for reimbursement: one and one half hour at $33.32 per hour = $49.98 plus 49.74 % in fringe benefits = $74.84

| | | |
|---|---|---|
| Total | | 74.84 |
| Grand Total | $ | 12,329.03 |

I hereby certify that the above expenses were incurred with regard to the investigation and/or prosecution of the above-entitled matters.



Scott D. McNamara
Oneida County District Attorney

AC 1171 (Rev 10/96)

STATE OF NEW YORK

# STATE AID VOUCHER

Voucher No.

| | | | |
|---|---|---|---|
| 1 Originating Agency: NYS Dept of Corrections | Orig. Agency Code | Interest Eligible (Y/N): N | |
| Payment Date (MM) (DD) (YY) | OSC Use Only | Liability Date (MM) (DD) (YY) | |
| 2 Payee ID: 156-00-0460 / Additional | 3 Zip Code: 13501 / Route | Payee Amount: 12,329.03 | MIR Date (MM) (DD) (YY) |
| 4 Payee Name (Limit to 30 spaces): Oneida County | | IRS Code / IRS Amount | |
| Payee Name (Limit to 30 spaces): District Attorney | | Stat. Type / Statistic / Indicator-Dept. / Indicator-Statewide | |
| Address (Limit to 30 spaces): 235 Elizabeth Street | | 5 Ref/Inv. No. (Limit to 20 spaces): A2201, State Inmates | |
| Address (Limit to 30 spaces) | | Ref/Inv. Date (MM) (DD) (YY) | |
| City (Limit to 20 spaces): Utica / (Limit to 2 spaces) → State: NY / Zip Code: 13501 | | | |

| 6 Date Paid | Check or Voucher No. | Description of Charges (If Personal Service, show name, title, period covered) | Amount Dollars | Amount Cents |
|---|---|---|---|---|
| | | Expenses associated with the investigation and prosecution of alleged crimes committed by inmates of the NYS Correctional Facilities as per attached list. | 12,329 | 03 |

7 State Aid Program or Applicable Statute:

| | | |
|---|---|---|
| TOTAL | 12,329 | 03 |
| Less Receipts | | |
| NET | 12,329 | 03 |
| 100 % State Aid Claimed | 12,329 | 03 |

8 Payee Certification:
I certify that the above expenditures have been made in accordance with the provisions of the Applicable Statute; that the claim is just and correct; that no part thereof has been paid except as stated; that the balance is actually due and owing, and that taxes from which the State is exempt are excluded.

→ Signature in Ink: [signature] Date: 11/3/17

Title: Comptroller

Name of Municipality: Oneida County

## FOR STATE AGENCY USE ONLY

Merchandise Received / Date / Page No. / By

I certify that this claim is correct and just, and payment is approved.

By _____ Date _____

## STATE COMPTROLLER'S PRE-AUDIT

Verified / Audited

State Aid

Certified For Payment of State Aid Amount

By _____

| Expenditure | | | | | | | Liquidation | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Cost Center Code | | | | Object | Accum | | Amount | Orig. Agency | PO/Contract | Line | F/P |
| Dept. | Cost Center Unit | Var. | Yr. | | Dept. | Statewide | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

Distribution: Original to OSC with Copy to Agency and Municipality

☐ Check if Continuation form is attached

# PROPOSED RESOLUTION

**WHEREAS,** certain inmates incarcerated in the Marcy Correctional Facility, Midstate Correctional Facility and Mohawk Correctional Facility, said inmates being in the custody of the New York State Department of Corrections, all institutions being located in the County of Oneida, have been the subject of an investigation and/or prosecution for the commission of various crimes while incarcerated in the aforementioned facilities, and

**WHEREAS,** the Oneida County District Attorney has conducted investigations of said crimes occurring in Oneida County and prosecuted said inmates, and

**WHEREAS,** Section 606 of the Correction Law mandates payments of state funds to the county for expenses incurred in the investigations of said crimes and the prosecution of state inmates, and

**WHEREAS,** the Oneida County District Attorney has certified to the Board that the expense associated in the investigation and prosecution of alleged crimes committed by Evan Adames, Shaun Birchette, Justice Butler, Jose Cabrera, Marlo Carter, Remulo Cepeda, Tyler Emm, Paul Hurstel, Terry James, Damin Kelly, Edgardo Lopez, David McLaughlin, Hector Morales, McKenney Nivol, Armando Ortiz, Kevin Ponder, Bryan Scott, Junaun Simmons, Frank Smith, Melquan Smith, Miguel Valderas, Troy Wade, Joshua Walter amount to $12,329.03, now, therefore,

**BE IT RESOLVED,** that this Resolution and the attached statement of the expense of the District Attorney be forwarded to the New York State Department of Corrections as required by Section 606 of the Correction Law.