



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Philip M. Sacco  
Minority Leader

## COMMUNICATIONS WITH DOCUMENTATION March 8, 2017

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
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2017-089	Read & Filed	
2017-090	Ways & Means	
2017-091	Ways & Means	
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2017-116	Ways & Means	
2017-117	Ways & Means	
2017-118	Public Safety, Ways & Means	

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**ONEIDA COUNTY DEPARTMENT OF LAW**

Oneida County Office Building  
800 Park Avenue ♦ Utica, New York 13501-2975  
(315) 798-5910 ♦ fax: (315) 798-5603  
[www.ocgov.net](http://www.ocgov.net)

**ANTHONY J. PICENTE, JR.**  
COUNTY EXECUTIVE

**PETER M. RAYHILL**  
COUNTY ATTORNEY

February 15, 2017

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

FN 20 17-090  
**WAYS & MEANS**

RE: Claimants: Debra A. Skinner & Debra A. Skinner, as Administrator of the Estate of Mary A. Zabele  
File No.: 2016-32 & 2016-49

Dear County Executive Picente:

I am requesting authority to assign the remainder of the County's Self-Insured Retention in the matter of Debra A. Skinner vs. The County of Oneida and the matter of Debra A. Skinner, as Administrator of the Estate of Mary A. Zabele, against County of Oneida to our carrier, Tokio Marine HCC Public Risk Claims Service. Tokio Marine HCC Public Risk Claims Service considers the claims to be one occurrence with one \$100,000.00 retention.

These matters involve two separate claims arising out of the same accident which occurred on June 3, 2016. The claims allege that road design and maintenance were the cause of the accident that resulted in injuries to Debra A. Skinner and the death of Mary A. Zabele.

It is the opinion of the insurance adjusters, our claims administrator and our attorney, David Eghigian, Esq., that these claims will not be settled within the County's Self-Insured Retention of \$100,000.00. We have been asked by our insurance carrier, Tokio Marine HCC Public Risk Claims Service, to assign the remainder of the Retention in the sum of \$97,929.00 to Tokio Marine HCC Public Risk Claims Service. Contractually, the carrier is within its rights to make this request of the County.

Accordingly, I hereby recommend and request that the Board of Legislators authorize an assignment of the Retention of these claims to Tokio Marine HCC Public Risk Claims Service.

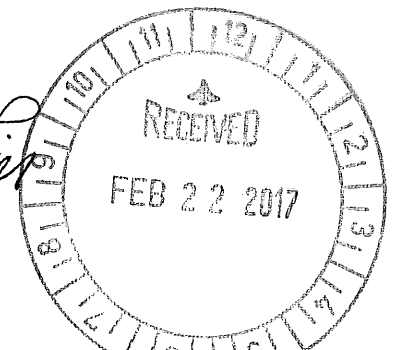
Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 2/22/17

Very truly yours,

Peter M. Rayhill



***L.G. Boucher***

*P.O. Box 570 Galway, NY 12074*

*518-882-1864 Fax 518-882-6117*

*Email: [lgboucher@nycap.rr.com](mailto:lgboucher@nycap.rr.com)*

February 15, 2017

Oneida County Department of Law  
800 Park Ave.  
Utica, NY 13501-2975  
Attn: Peter Rayhill

Re: Skinner/Zabele  
File #: 2016-32  
File #: 2016-49

Dear Mr. Rayhill:

These claims allege road design and maintenance were the cause of an MVA that resulted in death of a passenger in the Skinner vehicle. The claims have been assigned to David Eghigian of Getnick, Livingston, Atkinson & Priore for defense.

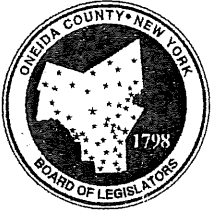
The insurance carrier for the County has exercised its right under the terms and conditions of their policy to assume the defense and has requested the remaining balance of the retention.

To date, \$2,071.00 has been spent from both files. TMHCC is considering this one occurrence with one \$100,000.00 retention. The balance would be \$97,929.00. I am requesting authority to release the balance of the retention to TMHCC, the carrier for the County. Any invoices received post the transfer for any expense incurred up to the time of transfer will be sent to the carrier for payment.

If you have any questions or comments please contact me at any time. My direct line is 518-882-1864, email: [lgboucher@nycap.rr.com](mailto:lgboucher@nycap.rr.com).

Sincerely,

Gus Boucher  
Adjuster



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Philip M. Sacco  
Minority Leader

February 16, 2017

FN 20 17-091

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

## WAYS & MEANS

Dear Mr. Billard:

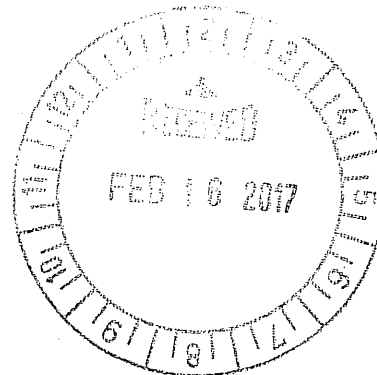
The period for "Open Enrollment", for farm-land owners was designated as January 1 through January 31, 2014 pursuant to Agriculture & Markets Law. An "open enrollment" period allows the opportunity for landowner inclusion in an agricultural district, without waiting till the traditional review period of an individual district.

Now, at the request of the Farmland Protection Board, it is necessary to schedule a Public Hearing on the results of this open enrollment, therefore, please prepare a docket scheduling a Public Hearing for **Wednesday, May 3<sup>rd</sup> at 7:00PM** at the Cornell Cooperative Extension Offices, 121 Second Street., Oriskany, NY 13421.

In order to allow ample time to notify the newspapers and the towns involved, I would ask that the Ways & Means Committee and Board of Legislators vote upon this docket at the meeting of **April 12, 2017**.

Respectfully submitted,

Cynthia A. DelPiano  
Deputy Clerk of the Board



cd

Cc: All FPB Members



# ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Thomas Cassidy ♦ Michael J. Cosgrove ♦ Roger Crary ♦ Andy Gale ♦ Paul Snider  
Paul van Lieshout ♦ Marty Broccoli ♦ John R. Kent, Jr. ♦ Kathy Pilbeam ♦ Brian Mandryck

March 7, 2017

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

2017 - 092  
W+M

Documents are in the pocket

To Mr. Gerald J. Fiorini,

The Farmland Protection Board has reviewed the Oneida County Agriculture and Farmland Protection Plan 2017 and is prepared to make its recommendation. On February 13, 2017, the board convened to discuss the plan. A motion to approve the Agriculture and Farmland Protection Plan was made and carried.

Brymer Humphreys, the chairman of the Board, prepared the Short Environmental Assessment Form and included a brief narrative explanation of the legislative adoption of the plan.

The Farmland Protection Board recommends proceeding with the adoption of the plan. The Board request to hold a Public Hearing on the matter at 6:00 PM on Wednesday May 3, 2017 at the Cornell Cooperative Extension Office in Oriskany.

Respectfully submitted,

Brymer Humphreys

Chairman, Oneida County Farmland Protection Board

CC:

Anthony J. Picente Jr., County Executive  
John R. Kent Jr., Commissioner of Planning  
Mary Beth McEwen, Cornell Cooperative Extension Executive Director

Attachments:

February 13<sup>th</sup> Meeting Minutes and Sign In  
Oneida County Agriculture and Farmland Protection Plan 2017  
Short Environmental Assessment Form Part 1 & 2

Oneida County Farmland Protection Board \* C/O Cornell Cooperative Extension  
121 Second Street \* Oriskany, New York \* 13424 \* (315) 736-3394



**ONEIDA COUNTY**  
**DEPARTMENT OF EMERGENCY SERVICES**

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

November 21, 2016

FN 20 17 - 093

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

I have been informed by the NYS Division of Homeland Security & Emergency Services that Oneida County has been awarded \$182,873 as our share of the FY2016 NYS Homeland Security PSAP grant program. A copy of the contract for the grant is attached. These funds will be used to cover costs related to the countywide radio system upgrade – microwave backhaul system. No county dollars are involved in this grant.

I therefore request:

- A.) Establishment of Capital Project H-549 – Emergency Services – FY 2016 PSAP Grant, and
- B.) Funding for Capital Project H – 549 as follows: H – 549 – State Aid – FY 2016 PSAP, \$182,873, and
- C.) The Board of Legislators approval of the contract, and,
- D.) Electronic approval of the attached contract.

Sincerely,

Kevin W. Revere  
Director of Emergency Services

CC: Comptroller  
Budget

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

Anthony J. Picente, Jr.  
County Executive

Date 2/9/17

Oneida Co. Department Emergency Services

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

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

**Name & Address of Vendor:** New York State Division of Homeland Security  
And Emergency Services  
1220 Washington Avenue  
Building 7A Suite 710  
Albany, NY 12242

**Title of Activity or Services:** PSAP – Public Safety Answering Points grant

**Proposed Dates of Operations:** 01/01/2017– 12/31/2017

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

**SUMMARY STATEMENTS**

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

State support for PSAP operations for Oneida County Emergency Services.

**2). Program/Service Objectives and Outcomes:** Provide County-wide radio system upgrade-microwave backhaul system

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

N/A

**Total Funding Requested:** \$182,873.00

Account #: H-549

**Oneida County Dept. Funding Recommendation:** \$182,873.00

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

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

**Past Performance Data:** N/A

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

<p><b>STATE AGENCY</b>                  New York State Division of Homeland Security and Emergency Services                  1220 Washington Avenue                  Building 7A Suite 710                  Albany, NY 12242</p>	<p><b>NYS COMPTROLLER'S NUMBER:</b> C198596                  (Contract Number)   <b>ORIGINATING AGENCY CODE:</b> 01077</p>
<p><b>GRANTEE/CONTRACTOR:</b> (Name &amp; Address)                  Onelida County                  800 Park Avenue                  Utica, NY 13501</p>	<p><b>TYPE OF PROGRAMS:</b>  <b>CFDA NUMBER:</b>  <b>DHSES NUMBERS:</b></p>
<p><b>FEDERAL TAX IDENTIFICATION NO:</b> 15-6000460  <b>MUNICIPALITY NO:</b> (if applicable) 300100000 000  <b>SFS VENDER NO:</b> 1000002595  <b>DUN &amp; BRADSTREET NO:</b> 075814186</p>	<p><b>INITIAL CONTRACT PERIOD:</b>                  FROM 01/01/2017 TO 12/31/2017  <b>FUNDING AMOUNT FOR INITIAL PERIOD:</b> \$182,873.00</p>
<p><b>STATUS:</b>                  Contractor is not a sectarian entry.                  Contractor is not a not-for-profit organization.</p>	<p><b>MULTI-YEAR TERM:</b> (if applicable)</p>
<p><b>CHARITIES REGISTRATION NUMBER:</b>                  _____                  (Enter number of Exempt)                  If "Exempt" is entered above, reason for exemption.                  0 - not exempt</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><b>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</b></p> <p><input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services                  BY: _____ Date: _____  <b>State Agency Certification:</b> "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: _____</p>	
<p><b>ATTORNEY GENERAL'S SIGNATURE</b>                  _____                  Title: _____                  Date: _____</p>	<p><b>COMPTROLLER'S SIGNATURE</b>                  _____                  Title: _____                  Date: _____</p>



**Award Contract**

**Project No.**

PS16-1037-D00

**Grantee Name**

Oneida County

11/21/2016

**Award Contract****Project No.**

PS16-1037-D00

**Grantee Name**

Oneida County

11/21/2016

## 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, licensor, licensee, lessor, lessee or any other party):

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

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

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

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

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

race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice

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

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

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

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

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

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

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting

agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100

Fax: 518-292-5884  
email: opa@esd.ny.gov

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: mwbecertification@esd.ny.gov  
<http://esd.ny.gov/MWBE/directorySearch.html>

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

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

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

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

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

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

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

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

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

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

December, 2012

Certified by - on

**Award Contract****Project No.**

PS16-1037-D00

**Grantee Name**

Oneida County

11/21/2016

NEW YORK STATE  
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES  
GRANT CONTRACT

## APPENDIX A-1

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' or 'Subrecipient') 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<sup>1</sup>
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.

**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. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contractors in managing federal awards. Consistent with 2 CFR §200.331, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

**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. Interpretation:** The headings in the 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 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.

**L. 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.
  3. Notices to the Contractor shall be addressed to the Contractor's designee.
  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 services 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 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.

**Q. 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. 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.

**R. 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.

**S. 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.

**T. 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.

**U. 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.<sup>2</sup>

**V. 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.

**W. 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.

**X. 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. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

**Y.** 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](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto: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:<sup>3</sup> 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:<sup>4</sup> 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:<sup>5</sup> Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:<sup>6</sup> DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:<sup>7</sup> 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.

#### 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. If requested by the State, 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. If requested by the State, 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. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, 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, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, 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 2 CFR Part 200. 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, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other

than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, 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 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:<sup>9</sup> 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 work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan 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. MWBE 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.

#### 5. 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. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. 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(S)(7)(d) or (e) herein must make all procurements as noted below:

i. If the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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.

g. 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.

h. 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.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. 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.

i. 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.

j. 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.

i. 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>.

ii. 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.

iii. 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.

iv. 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.

## 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. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. 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 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) 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 \$500 per federal fiscal year 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.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program 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.

G. 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.'



H. 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. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, 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 must 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, as appropriate, of such organizations as 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 (e) of this section.

J. 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.

K. 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.

L. 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=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&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 [https://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](https://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf).

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.

**M. 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.

**N. 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.'

**O. 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.

P. 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.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

**R. 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.

4. 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.

5. 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.

6. 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:

<sup>1</sup> To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

<sup>2</sup> 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.

<sup>3</sup> 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.

<sup>4</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>5</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

<sup>6</sup> 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.

<sup>7</sup> Fifth Quarter Payments occur 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.

<sup>8</sup> Not applicable to not-for-profit entities

VER 07/15

Certified by - on

**Award Contract**

**Project No.**

PS16-1037-D00

**Grantee Name**

Oneida County

11/21/2016

**Budget Summary by Participant**

Oneida County

Oneida County Emergency Services - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Microwave Backhaul Equipment	06CP-03-MWAV	1	\$182,873.00	\$182,873.00	\$182,873.00	\$0.00
Total					\$182,873.00	\$182,873.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$182,873.00	\$182,873.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$182,873.00	\$182,873.00	\$0.00

**Award Contract****Project No.**

PS16-1037-D00

**Grantee Name**

Oneida County

11/21/2016

**APPENDIX C****PAYMENT AND REPORTING SCHEDULE**

For All Contractors:

**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. Contractor shall provide complete and accurate vouchers to DHSES 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 Contractor 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 Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto: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 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 Contractor 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 Contractor. 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 Contractor for this program.

**B. Interim and/or Final Claims for Reimbursement**

1. Contractors 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 Contractor must also refund all unexpended advances and interest earned over \$500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over \$500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor 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 Contractor 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, Paragraph 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, Paragraph 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 Contractor'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 Contractor 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 Contractor may be required to submit a final budget reallocation.

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



2. The Contractor 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. 07/2015

Certified by - on

**Award Contract****Project No.**

PS16-1037-D00

**Grantee Name**

Oneida County

11/21/2016

**Work Plan****Goal**

Facilitate the operation of public safety communications to support statewide interoperable communications for first responders.

**Objective #1**

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Not Applicable

**Target Capability**

Primary - Not Applicable

To facilitate PSAP consolidation, regional initiatives, implementation of NG-911, improvements in operations of public safety communications; develop multi-jurisdictional PSAPs compatibility throughout the state and support statewide interoperable communications for first responders, thus improving safety of the public.

**Task #1 for Objective #1**

Purchase allowable microwave backhaul equipment and/or services. Train appropriate personnel in the proper use of equipment and place equipment into service.

**# Performance Measure**

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

**Objective #2**

G & T Workplan Code - Not Applicable

Investment Justification - Not Applicable

**Target Capability**

Primary - Not Applicable

Objective: To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers.

**Task #1 for Objective #2**

Provide equal employment opportunities for minority group members and women (EEO).

**# Performance Measure**

1 DHSES Local Assistance MWBE Equal Employment Opportunity Staffing Plan form submitted.

**Task #2 for Objective #2**

Provide contracting opportunities for NYS certified minorities and women-owned business enterprises (MWBEs). Submit Local Assistance MWBE Subcontractor/Supplier Utilization Form to DHSES.

**# Performance Measure**

1 Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified MBEs, as subcontractors/suppliers.

2 Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified WBEs, as subcontractors/suppliers.

**Task #3 for Objective #2**

Utilize good faith efforts, pursuant to 5 NYCRR § 142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

**# Performance Measure**

1 Document, retain, and provide upon request, the good faith efforts identified on the utilization plan to meet the established MWBE goals.

**Award Contract**

**Project No.**

PS16-1037-D00

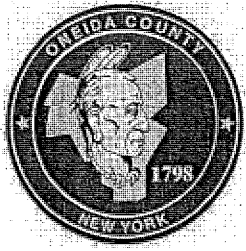
**Grantee Name**

Oneida County

11/21/2016

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**Special Conditions**



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

ANTHONY J. PICENTE, JR.  
County Executive

KEVIN W. REVERE  
Director

120 Base Road ♦ Oriskany, New York 13424

Phone: (315) 765-2526 ♦ Fax: (315) 765-2529

FN 20 17-094

February 24, 2017

**PUBLIC SAFETY  
WAYS & MEANS**

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

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

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

Date 3-6-17

Dear County Executive Picente,

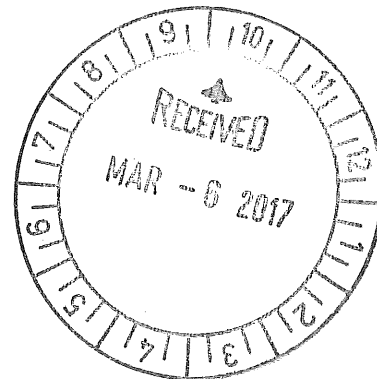
The 911 Center requests to enter into a maintenance agreement with Tiburon from January 1, 2017 through December 31, 2017. The maintenance agreement is to provide 24X7 access to our customer call center for product support. It will provide on-site and remote diagnostic capabilities. The cost of this maintenance agreement will be \$94,634.00 and will be supported with County dollars.

We also request approval from the Board of Legislators to enter into this agreement.

If I can be of further assistance, please feel free to contact me.

Sincerely

Kevin W. Revere  
Director of Emergency Services



kmg

**Oneida Co. Department:** Emergency Services

**Competing Proposal** \_\_\_\_\_  
**Only Respondent** \_\_\_\_\_  
**Sole Source RFP** \_\_\_\_\_  
**Other**     X    

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Tiburon, Inc.  
3000 Executive Parkway  
Suite 300  
San Ramon, CA 94583

**Title of Activity or Service:** Annual Maintenance Agreement

**Proposed Dates of Operation:** 1/1/2017 – 12/31/2017

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

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Services designed to provide 24x7 access to our customer call center for product support.
  
- 2) **Program/Service Objectives and Outcomes:** To provide on-site and remote diagnostic capabilities.
  
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$94,634.00

**Account # A3020.493**

**Oneida County Dept. Funding Recommendation:** \$94,634.00

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

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** None

# Oneida County Office of Traffic Safety / STOP-DWI Program



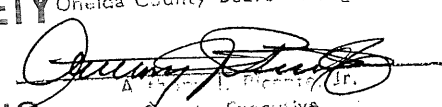
Anthony J. Picente Jr.  
Oneida County Executive

Thomas A. Giruzzi  
Stop-DWI Coordinator



November 17, 2016

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

17-095  
 Reviewed and Approved for submittal to the  
 Oneida County Board of Legislators by  
PUBLIC SAFETY  
  
 County Executive  
WAYS & MEANS  
 Date: 3/15/17

Dear County Executive Picente:

Attached, please find an agreement that requires both Board of Legislators action and your signature between the Oneida County Stop-DWI Program and the following Police Agencies: Oneida County Sheriff's Office, Utica Police Department, Rome Police Department, Whitestown Police Department, Whitesboro Police Department, Yorkville Police Department, and the New York Mills Police Department.

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

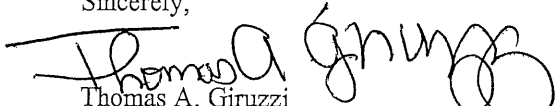
The total of all awards amounts to \$18,246.00. The Police Agencies and their awards are:

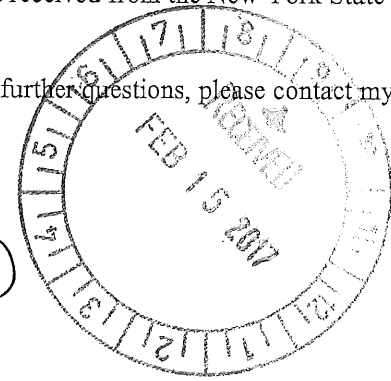
New York Mills Police Department, 3 Maple Street; New York Mills, NY 13417	\$1,200.00
Rome Police Department, 301 North James Street; Rome, NY 13440	\$3,600.00
City of Utica Police Department, 413 Oriskany St W; Utica NY 13502	\$3,600.00
Whitesboro Police Department, 46 Roosevelt Drive; Whitesboro NY 13492	\$2,082.00
Whitestown Police Department, 8539 Clark Mills Road; Whitesboro NY 13492	\$2,082.00
Yorkville Police Department, 30 Sixth Street; Yorkville NY 13495	\$2,082.00
Oneida County Sheriff's Office, 6065 Judd Road, Oriskany, NY 13424	\$3,600.00

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

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

Sincerely,

  
 Thomas A. Giruzzi  
 STOP DWI Coordinator



Oneida County Emergency Services • 200 Base Road • Suite 3 • Oriskany, NY 13424  
 Office of Traffic Safety 315.736.8946 • STOP-DWI Program 315.736.8943  
 Fax: 315.736.8958 • E-mail [stopdwi@ocgov.net](mailto:stopdwi@ocgov.net) • [www.ocgov.net](http://www.ocgov.net)

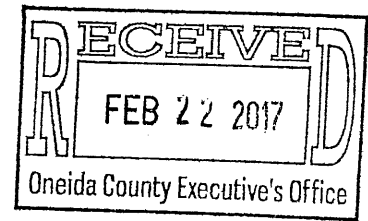




Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger  
Chief Deputy Joseph Llsi

*Sheriff Robert M. Maciol*



February 17, 2017

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

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

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

FN 20 17-096  
**PUBLIC SAFETY**  
**WAYS & MEANS**

Dear County Executive Picente,

Date: 2/22/17

The Commissary Account is offset by revenues from Inmates in the Correctional Facility. Per the New York State Commission of Corrections Minimum Standards 7016.1c "profits resulting from Commissary sales shall be deposited in a separate bank account and shall be utilized only for purposes of prisoner welfare and rehabilitation."

In 2016, there was a profit of \$107,059.33 which will be rolled over into 2017 (as indicated in the attached Revenue/Appropriation Analysis Report for the Commissary). Annually, a supplemental appropriation is prepared for the profit to fund programs, equipment, or supplies for the purposes set forth by the Commission. In 2017, the surplus will be used for horticulture programming, educational services and supplies, a life skills program, sewing projects, recreational items, worker pod, library, notary and other services.

I respectfully request that this matter be acted on at the March 2017 meeting.

The 2017 Supplemental Appropriation request is as follows:

A3152.102	Temp Help	
A3152.211	Office Equipment	\$10,000.00
A3152.212	Computer Hardware	\$20,000.00
A3152.271	Recreational Equipment	\$5,000.00
A3152.295	Other Equipment	\$20,000.00
A3152.411	Office Supplies	\$5,000.00
A3152.425	Training & Special Schools	\$5,000.00
A3152.454	Travel – Meetings & Seminars	\$3,059.33
A3152.471	Recreational Supplies	\$5,000.00
A3152.491	Other Material & Supplies	\$10,000.00
A3152.492	Computer Software & Licenses	\$4,000.00
A3152.493	Maintenance, Repair & Service Contracts	\$5,000.00
A3152.4951	Other Expenses	\$15,000.00

**Administrative Office**

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

**Law Enforcement Division**

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

**Correction Division**

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

**Civil Division**

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





Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger  
Chief Deputy Joseph Llsi

*Sheriff Robert M. Maciol*

		=====
Total Expenses:		\$107,059.33

A1525	Revenue Prisoner Commissary	107059.33
		=====
Total Revenue:		\$107,059.33

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

CC: Tom Keeler, Budget

# Revenue / Appropriation Analysis Report

Reporting for all funds, selected departments, for dates from 01/01/16 to 12/31/16 for fiscal year 2016

Department : 3152 - Sheriff - Inmate Commissary

### Revenue Analysis

Account	Description	Estimated	Receipts	Revenue	Percentages	
		Revenue		Remaining	Rcvd	Remaining
A1523	Inmate Print Shop Sales	\$1,500.00	\$2,176.67	(\$676.67)	145.11	-45.11
A1525	Prisoner Charges	\$262,170.09	\$293,342.59	(\$31,172.50)	111.89	-11.89
A1533	Commissary Rent Inmate Visitation Lockers	\$2,500.00	\$3,700.00	(\$1,200.00)	148.00	-48.00
A1534	Inmate Commissary	\$3,000.00	\$5,708.54	(\$2,708.54)	190.28	-90.28
A1535	Copy Fees Inmate Commissary Bus Passes	\$150.00	\$295.89	(\$145.89)	197.26	-97.26
Total:		\$269,320.09	\$305,223.69	\$0.00	(\$35,903.60)	

### Appropriation Analysis

Account	Description	Budget	Expenditures	Outstanding	Unencumbered	Percentages	
		Amount		Encumbrances	Balance	Used	Remaining
A3152.102	Temporary Help	\$27,238.00	\$16,401.39		\$10,836.61	60.22	39.78
	A3152.1:	\$27,238.00	\$16,401.39	\$0.00	\$10,836.61	60.22	39.78
A3152.211	Office Equipment	\$15,864.09	\$2,662.23		\$13,201.86	16.78	83.22
A3152.212	Computer Hardware	\$16,600.00	\$14,579.96		\$2,020.04	87.83	12.17
A3152.295	Other Equipment	\$84,118.00	\$78,666.69		\$5,451.31	93.52	6.48
	A3152.2:	\$116,582.09	\$95,908.88	\$0.00	\$20,673.21	82.27	17.73
A3152.411	Office Supplies	\$7,900.00	\$1,784.35		\$6,115.65	22.59	77.41
A3152.412	Insurance & Bonding	\$500.00	\$0.00		\$500.00		100.00
A3152.413	Rent/Lease - Equipment	\$1,800.00	\$1,434.00		\$366.00	79.67	20.33
A3152.425	Training & Special Schools	\$8,500.00	\$1,199.60		\$7,300.40	14.11	85.89
A3152.431	Commissary Sales	\$300.00	\$300.00		\$0.00	100.00	
A3152.454	Travel - Meetings, seminars etc.	\$8,000.00	\$3,065.00		\$4,935.00	38.31	61.69
A3152.471	Recreational Supplies	\$11,800.00	\$11,128.70		\$671.30	94.31	5.69
A3152.472	Recreational Activities	\$5,760.00	\$4,927.58		\$105.00	98.18	1.82
A3152.491	Other Materials & Supplies	\$15,000.00	\$5,121.35		\$7,878.65	47.48	52.52
A3152.492	Computer Software & Licenses	\$37,500.00	\$36,846.83		\$652.45	98.26	1.74
A3152.493	Maintenance, Repair & Services Contracts	\$17,582.00	\$11,906.86		\$5,675.14	67.72	32.28
A3152.4951	Other Expenses	\$6,800.00	\$3,598.77		\$3,201.23	52.92	47.08
	A3152.4:	\$121,442.00	\$81,313.04	\$2,728.14	\$37,400.82	69.20	30.80
A3152.810	Retirement	\$2,318.00	\$2,729.35		(\$411.35)	117.75	-17.75
A3152.830	Social Security	\$1,318.00	\$1,254.70		\$63.30	95.20	4.80
A3152.840	Workers Compensation	\$379.00	\$557.00		(\$178.00)	146.97	-46.97
A3152.850	Unemployment Insurance	\$43.00	\$0.00		\$43.00		100.00
	A3152.8:	\$4,058.00	\$4,541.05	\$0.00	(\$483.05)	111.90	-11.90
Total:		\$269,320.09	\$198,164.36	\$2,728.14	\$68,427.59		

To Be  
Closed by  
A+C

\$727.42  
\$2,000.00  
\$0.72

305,223.69 +  
198,164.36 -  
107,059.33 \*



Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger  
Chief Deputy Joseph A. Lisi

*Sheriff Robert M. Maciol*

February 1, 2017

FN 20 17-097

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

**PUBLIC SAFETY**

**WAYS & MEANS**

Dear County Executive Picente:

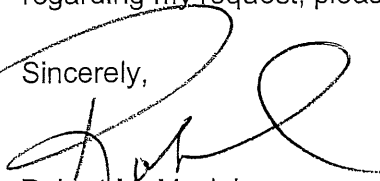
The Sheriff's Office has been awarded \$66,250 for the 2016 State Law Enforcement Terrorism Prevention Program (SLETPP Grant). I am requesting approval for this grant contract. **A new Capital Account will need to be created.**

The monies obtained from the grant will be used for the continuance of the Automatic Vehicle Locator (AVL) project and Records Management System. The AVL Project pays for a cellular based system that helps to coordinate manpower and vehicle resources in critical incidents. It is important for Officer Safety. Although this project is already in place, the monies obtained will be used for operational costs. Funding will also be used for in-car computers for information sharing and collaboration to support law-enforcement operations, along with data service plans.

**This Agreement requires Board approval at the Boards next meeting date. There are no county dollars in this contract.**

If you find the enclosed grant contract acceptable, I am requesting your approval by way of signature. **This will also need to be e-signed in the database for the NYS Division of Homeland Security.** I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

  
Robert M. Maciol  
Sheriff

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

  
Anthony J. Picente, Jr.  
County Executive

Date 2/9/17

Oneida Co. Department: Sheriff's Office

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** New York State Division of Homeland Security and  
Emergency Services  
1220 Washington Ave., Suite 7A  
Albany, NY 12242

**Title of Activity or Service:** SLEPPT Grant

**Proposed Dates of Operation:** September 1, 2016 through August 31, 2019

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

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** The grant funds the purchase of terrorism incident prevention equipment which includes in-car computers for information sharing and collaboration to support law enforcement operations along with data service plans.
- 2) **Program/Service Objectives and Outcomes:** Purchase in-car computers for patrol vehicles for information sharing and collaboration to support law enforcement operations
- 3) **Program Design and Staffing:** Train Personnel in the use of all new equipment purchased under this grant.

**Total Funding Requested: \$66,250.00** Account #

**Oneida County Dept. Funding Recommendation: \$66,250.00**

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

**Cost Per Client Served: n/a**

**Past Performance Data: n/a**

**O.C. Department Staff Comments:** Please create a new Capital Account. E-signature is required for this grant.

<p><b>STATE AGENCY</b>                  New York State Division of Homeland Security and Emergency Services                  1220 Washington Avenue                  Building 7A Suite 710                  Albany, NY 12242</p>	<p><b>NYS COMPTROLLER'S NUMBER:</b> C972062                  (Contract Number)   <b>ORIGINATING AGENCY CODE:</b> 01077</p>
<p><b>GRANTEE/CONTRACTOR:</b> (Name &amp; Address)                  Oneida County                  800 Park Avenue                  Utica, NY 13501</p>	<p><b>TYPE OF PROGRAMS:</b> WM2016 SLETPP  <b>CFDA NUMBER:</b> 97.067  <b>DHSES NUMBERS:</b> WM16972062</p>
<p><b>FEDERAL TAX IDENTIFICATION NO:</b> 15-6000460  <b>MUNICIPALITY NO:</b> (if applicable) 300100000 000  <b>SFS VENDER NO:</b> 1000002595  <b>DUN &amp; BRADSTREET NO:</b> 075814186</p>	<p><b>INITIAL CONTRACT PERIOD:</b>                  FROM 09/01/2016 TO 08/31/2019  <b>FUNDING AMOUNT FOR INITIAL PERIOD:</b> \$66,250.00</p>
<p><b>STATUS:</b>                  Contractor is not a sectarian entry.                  Contractor is not a not-for-profit organization.</p>	<p><b>MULTI-YEAR TERM:</b> (if applicable)</p>
<p><b>CHARITIES REGISTRATION NUMBER:</b>   <input type="text"/>                  (Enter number of Exempt)                  if "Exempt" is entered above, reason for exemption.  <u>0 - not exempt</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><b>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</b></p> <p><input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services                  BY: _____ Date: _____  <b>State Agency Certification:</b> "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: _____</p>	
<p><b>ATTORNEY GENERAL'S SIGNATURE</b>                   _____                  Title: _____                  Date: _____</p>	<p><b>COMPTROLLER'S SIGNATURE</b>                   _____                  Title: _____                  Date: _____</p>

**Award Contract**

**LETPP/SLETPP**

**Project No.**

**Grantee Name**

LE16-1025-D00

Oneida County

12/14/2016

**Award Contract**

**LETPP/SLETPP**

**Project No.**

**Grantee Name**

LE16-1025-D00

Oneida County

12/14/2016

**Award Contract****LETPP/SLETPP****Project No.**

LE16-1025-D00

**Grantee Name**

Oneida County

12/14/2016

NEW YORK STATE  
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES  
GRANT CONTRACT

## APPENDIX A-1

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' or 'Subrecipient') 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<sup>1</sup>
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.

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. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contractors in managing federal awards. Consistent with 2 CFR §200.331, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

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. Interpretation: The headings in the 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 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.

L. 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.
  3. Notices to the Contractor shall be addressed to the Contractor's designee.
  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 services 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 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.

Q. 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. 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.

R. 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.

S. 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.

T. 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.

U. 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.<sup>2</sup>

V. 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.

W. 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.

X. 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. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

Y. 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](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto: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:<sup>3</sup> 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:<sup>4</sup> 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:<sup>5</sup> Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:<sup>6</sup> DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:<sup>7</sup> 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.

#### 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. If requested by the State, 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. If requested by the State, 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. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, 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, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, 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 2 CFR Part 200. 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, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other

than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, 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 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:<sup>8</sup> 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 work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan 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.

#### S. 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. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. 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(S)(7)(d) or (e) herein must make all procurements as noted below:

i. If the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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.

g. 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.

h. 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.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. 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.

i. 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.

j. 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.

i. 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>.

ii. 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.

iii. 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.

iv. 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.

## 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. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. 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 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) 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 \$500 per federal fiscal year 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.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program 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.

G. 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.'



H. 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. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, 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 must 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, as appropriate, of such organizations as 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 (e) of this section.

J. 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.

K. 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.

L. 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=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&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 [https://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](https://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf).

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.

M. 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.

N. 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.'

O. 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.

P. 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.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

## R. 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.

4. 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.

5. 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.

6. 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:

<sup>1</sup> To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

<sup>2</sup> 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.

<sup>3</sup> 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.

<sup>4</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>5</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

<sup>6</sup> 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.

<sup>7</sup> Fifth Quarter Payments occur 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.

<sup>8</sup> Not applicable to not-for-profit entities

VER 07/15

Certified by - on

**Award Contract**

**LETPP/SLETPP**

**Project No.**

**Grantee Name**

LE16-1025-D00

Oneida County

12/14/2016

**Budget Summary by Participant**

Oneida County

Oneida County Sheriffs Office - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Mobile DATA Terminals with Wireless Modems for DATA Exchange Computers	04HW-01-MOBL	1	\$32,000.00	\$32,000.00	\$32,000.00	\$0.00
Total					\$32,000.00	\$32,000.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	AVL License and Data Service Fees	1	\$34,250.00	\$34,250.00	\$34,250.00	\$0.00
Total				\$34,250.00	\$34,250.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$66,250.00	\$66,250.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$66,250.00	\$66,250.00	\$0.00

**Award Contract**

LETPP/SLETPP

**Project No.****Grantee Name**

LE16-1025-D00

Oneida County

12/14/2016

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**Work Plan****Goal**

Prevent terrorist attacks; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from terrorist attacks.

**Objective #1**

G & T Workplan Code - 01. Establish/enhance a terrorism intelligence/early warning system, center, or task force.

Investment Justification - Strengthen Counter-Terrorism and Law Enforcement Capabilities

**Target Capability**

Primary - Counter-Terror Investigation and Law Enforcement

Secondary - Intelligence/Information Sharing and Dissemination

Adopt and implement law enforcement information technology systems that build law enforcement counter-terrorism capabilities (4.5).

**Task #1 for Objective #1**

Purchase allowable LE Information and Technology Support 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 intelligence gathering and information sharing 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.

**Award Contract**

LETPP/SLETPP

**Project No.****Grantee Name**

LE16-1025-D00

Oneida County

12/14/2016

**Special Conditions****I. ALL GRANT FUNDS:**

Federal grant funds provided are a subaward of Homeland Security Grant Program (HSGP) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

**A. Permissible Use of Funding**

1. HSGP funds must be used in accordance with the guidelines set forth in the HSGP Notice of Funding Opportunity, which can be located at <http://www.fema.gov/preparedness-non-disaster-grants>.
2. All expenditures under this grant must support the Goals and Objectives outlined in the 2014-2016 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the 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. Subrecipients 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.fema.gov/authorized-equipment-list>).
2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any equipment 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 in advance to DHSES for written approval.
2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). Report scheduled exercises to DHSES through the Master Exercise and Training Information System (METIS - <https://metis.nj.gov/>) 60 days prior to the start of the exercise. 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. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

#### E. Law Enforcement Requirements

1. Subrecipients 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, subrecipients will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.

3. Subrecipients 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. Subrecipients 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 subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients 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. Subrecipients 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, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient 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/eph.cfm>.

#### G. Equipment Maintenance Requirements

1. Subrecipients 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, subrecipients must arrange for DHSES specified subrecipient 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 subrecipient 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 subrecipient 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. Subrecipient 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. Subrecipients 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 subrecipient to ensure that it is effective.

4. All subrecipients 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 subrecipient ; and (2) the status of any corresponding subrecipient 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 subrecipients 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.

**ONEIDA COUNTY STOP-DWI PROGRAM  
AGREEMENT**

THIS AGREEMENT made this 1st day of December 2016, by and between the **CITY OF UTICA**, having its offices at 1 Kennedy Plaza, Utica, New York 13502, through its **POLICE DEPARTMENT**, hereinafter referred to as the “**POLICE AGENCY**,” and the **COUNTY OF ONEIDA**, having offices at 800 Park Avenue, Utica, New York 13501 through its **STOP-DWI PROGRAM**, hereinafter referred to as the “**COUNTY**.”

WHEREAS, the **COUNTY** operates and conducts a “**STOP-DWI PROGRAM**,” which seeks the County-wide reduction of alcohol-related traffic injuries and fatalities; and

WHEREAS, the **STOP-DWI PROGRAM** has been the recipient of a special grant from NYS STOP-DWI Foundation to support a program entitled “**Selective STOP-DWI Crackdown Patrols**”; and

WHEREAS, the **POLICE AGENCY** has expressed the willingness, ability and desire to participate in New York State **Selective STOP-DWI Crackdown Patrols**.

NOW, THEREFORE, the parties agree as follows:

1. The **POLICE AGENCY** shall provide **Selective STOP-DWI Crackdown Patrols** on targeted holiday dates, which dates shall be set by the New York State STOP-DWI Foundation. These **Selective STOP-DWI Crackdown Patrols** shall be special holiday patrols, in addition to the **POLICE AGENCY**'s normally scheduled patrols, with the sole function of focusing on DWI-related incidents. These services and activities shall be related to the mission of the **STOP-DWI PROGRAM**: the County-wide reduction of alcohol related traffic injuries and fatalities.

2. The **COUNTY** shall reimburse the **POLICE AGENCY** up to the sum of Three Thousand six hundred dollars and no cents (**\$3,600.00**) for its participation in **Selective STOP-DWI Crackdown Patrols**. The funds paid to the **POLICE AGENCY** under this Agreement are intended to be used to support police officers' hours worked during the **Selective STOP-DWI Crackdown Patrols**. Payments shall be made upon receipt from the **POLICE AGENCY** of a properly completed County voucher and related New York State STOP-DWI Foundation activity forms, which will itemize and set forth in detail the costs incurred and/or services performed. Said voucher and forms must be submitted within thirty (30) days of said **Selective STOP-DWI Crackdown Patrols**.

3. The **POLICE AGENCY** is not entitled to reimbursement under this Agreement for expenditures without prior approval for such expenditures from the **STOP-DWI PROGRAM** Coordinator.

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

5. The **POLICE AGENCY** warrants and represents that the program to be conducted by it under this **AGREEMENT** does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

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

7. The **POLICE AGENCY** shall notify the STOP-DWI Coordinator of all traffic fatalities occurring within the **POLICE AGENCY's** jurisdiction during the term of this **AGREEMENT**, upon completion of the investigation of the fatality. Such notification shall include a photocopy of the final MV-104A and MV-104D Police reports.

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

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

10. All suits arising out of or related to this **AGREEMENT** shall be filed in the courts of Oneida County, New York.

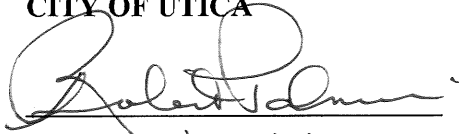
11. Annexed hereto and made a part hereof is the Oneida County standard contract Addendum, which contains additional terms, covenants and conditions that the parties agree to be bound by and follow as part of the this **AGREEMENT**.

12. This Agreement shall be in effect from December 1, 2016 through September 30, 2017.

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

**CITY OF UTICA**



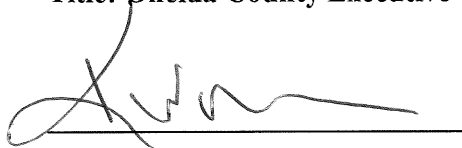
**BY: Robert Palmieri**  
**Title: Mayor of Utica**

11/17/17  
**DATE**

**ONEIDA COUNTY**

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

\_\_\_\_\_  
**DATE**



**BY: Kevin W. Revere**  
**Title: Emergency Services Director**

11/27/17  
**DATE**

**Approved**

\_\_\_\_\_  
**Raymond F. Bara, Assistant County Attorney**

**STANDARD ONEIDA COUNTY CONTRACT 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, and 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. Executory 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 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, an 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 indicted 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 any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

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



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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

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

**5. Non-Assignment Clause.**

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

**6. Workers' 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 Co. Department: Stop-DWI Program

Completing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other  X  \_\_\_\_\_

## ONEIDA COUNTY BOARD OF LEGISLATORS CONTRACT SUMMARY

**Name & Address of Vendor:** City of Utica  
1 Kennedy Plaza  
Utica, NY 13502

**Title of Activity or Service:** *Selective STOP-DWI Crackdown Patrols*

**Proposed Dates of Operation:** December 1, 2016 – September 30, 2017

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

### Summary Statements

**1) Narrative Description of Proposed Services:** *Agency will provide special holiday patrols, in addition to their normally scheduled patrols, with the sole function focusing on Selective **STOP-DWI Crackdown Patrols**.*

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

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

**Total Funding Requested:** \$ 3,600.00

**Account#:** A3313.495

**Oneida County Dept. of Funding Recommendation:** \$3,600.00

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

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

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

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



## Maintenance Renewal

For

Oneida County, NY  
20-Dec-16



A TriTech Software Systems company

**Maintenance (Help Desk & Software Updates) for 13 DispatchNow CAD licenses,  
NYSPIN State Interface and 1 ProQA Interface**

Item	Price
Maintenance DispatchNow CAD: 1/1/2017 - 12/31/2017	\$86,317
Maintenance State Interface: 1/1/2017 - 12/31/2017	\$6,038
Maintenance ProQA Interface: 1/1/2017 - 12/31/2017	\$2,279
<b>Total</b>	<b>\$94,634</b>

**\*\*\*The prices indicated above do not include installation and/or configuration of 3rd party software and/or hardware\*\*\***

**\*\*\*Tiburon requires remote VPN access to the customer site (minimum 1Mbps)\*\*\***

# TIBURON<sup>®</sup>

A TriTech Software Systems company

## Terms

**PRICING** All prices are in U.S. Funds.  
Taxes, if applicable, are extra.

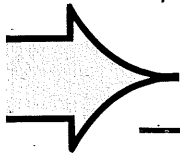
**PAYMENT** Payable 100% at signature

**VALIDITY** 60 days

- Services will be performed in accordance with the attached Maintenance and Support Guidelines, which are incorporated herein.

## Approval Signature

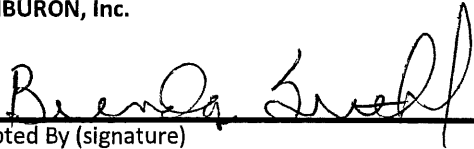
By signing in the space provided below, I am representing that I am authorized to sign on behalf of Customer:



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For TIBURON, Inc.

  
\_\_\_\_\_  
Accepted By (signature)

Brenda Stiehl  
\_\_\_\_\_  
Printed Name

Vice President of Finance  
\_\_\_\_\_  
Title

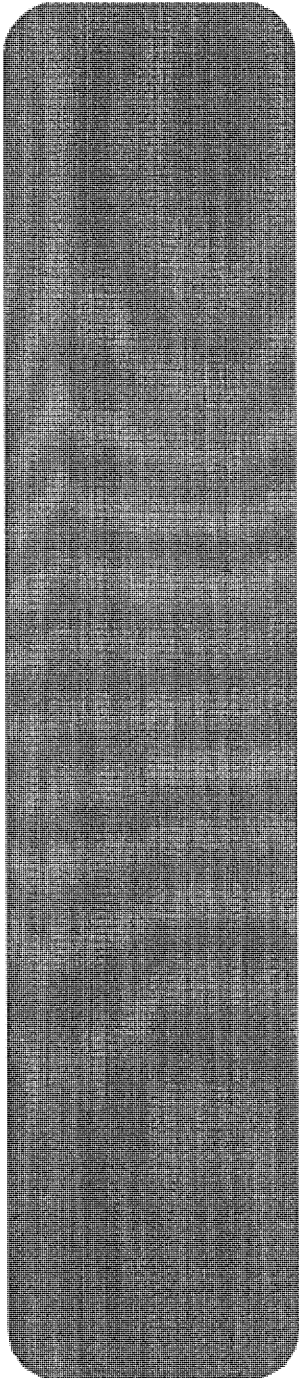
22 Feb 2017  
\_\_\_\_\_  
Date

**Revision History**

Revision Level	Reason for Revision	Date Revised
1	Original	December 20, 2016



A TriTech Software Systems Company



# **Warranty & Maintenance Support - Guidelines & Options**

**Version 8.3**

**December 29, 2016**

**Tiburon, Inc.  
A TriTech Software Systems Company  
9477 Waples Street, Suite 100  
San Diego, CA 92121**

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# 1. INTRODUCTION

This document provides a description of the service programs available to Tiburon's warranty and maintenance Clients with a current and valid Master Support Agreement (MSA). This document defines both standard and optional support programs, and outlines the process for working with Tiburon to report, track, and resolve issues.

**NOTE:** The service programs and the terms and conditions contained herein are those available as of the date of this document; these service offerings, as well as terms and conditions are subject to change without notice.

## **2. DEFINITIONS**

The following terms are used throughout this document:

### **2.1 ACCOUNT EXECUTIVE**

The Tiburon Account Manager Program has been established to enhance the relationship between our public safety Client base and the Tiburon public safety organization. The Account Executive reports to the Director, Corporate Development and Customer Advocacy - Tiburon, and provides a proactive approach to Client interaction, enhancing the communications between Tiburon and our Clients. The Account Executive is the regular avenue for communication of emerging technologies and programs from Tiburon that have a positive impact on our Clients. Through this relationship Tiburon is able to better understand our Clients' current and future environment and strategic direction and is better able to align both organizations strategic goals to ensure continued success.

### **2.2 AUTHORIZED CLIENT REPRESENTATIVE**

The Authorized Client Representative is a named Client representative who has the authority to request a change to the Client's Tiburon applications or databases. This person must be identified by name and position to Tiburon. Any change to the Authorized Client Representative must be reported to Tiburon in writing within 10 business days.

### **2.3 CLIENT**

A Client is an agency or authorized representative of an agency who has contracted with Tiburon for software or services as described in a Contract, Statement of Work or Master Support Agreement.

### **2.4 CLIENT SUPPORT CENTER (CSC)**

The Client Support Center (CSC) provides 24 x 7 support services to all Tiburon Clients with a valid and current Master Support Agreement (MSA). CSC staff is comprised of Helpdesk Specialists, CSC Engineers, Client Liaisons, and Director, Client Service and Support.

#### **2.4.1 CSC ENGINEER**

CSC Engineers report to a Team Lead in the CSC who reports to the Director – Client Service & Support. CSC Engineers are responsible for resolving all issues reported to the CSC and communicating with the Client. If additional expertise is needed to resolve an issue, it may be assigned to an individual outside of the CSC for resolution.

#### **2.4.2 CLIENT LIAISON**

A Client Liaison is assigned to Clients with a valid and current Master Support Agreement, and reports to the Director – Client Service & Support. The Client Liaison is the first point of escalation for all Client issues reported to the CSC. The Client Liaison works hand-in-hand with each assigned Client to ensure that Tiburon is addressing issues reported to the CSC in a manner that addresses the Client's needs in a reasonable manner as agreed to by Tiburon and the Client. The Client Liaison conducts regularly scheduled TSR review meetings with Clients as agreed upon by Tiburon and the Client. The Client

Liaison also works with technical staff in the CSC and in other Tiburon departments as needed for issue resolution.

### **2.4.3 DIRECTOR – CLIENT SERVICE & SUPPORT**

The Director – Client Service & Support is a member of the Leadership Team for the Tiburon Group and reports to the Vice President / General Manager, Tiburon Group. The Director – Client Service & Support creates policies and procedures related to Client Service and Support, and directs the efforts of all support personnel. The Director – Client Service & Support is the second point of escalation for all issues reported to the CSC. If there is a change in the Tiburon Client Service Management Team or the Client Liaison, Tiburon shall notify the Client in writing of the changes within 10 business days.

### **2.4.4 HELPDESK SPECIALIST**

The Helpdesk Specialists field all telephone calls placed to the CSC and process all email sent to [CustomerService@TriTech.com](mailto:CustomerService@TriTech.com). They log all issues and updates received in the third party application used by Tiburon to support all Clients, and assign the issues based on established protocols. The Helpdesk Specialists report to the Director – Client Service & Support.

## **2.5 INSTALLATION SERVICES TEAM**

Tiburon's Installation Services Team is responsible for the installation and configuration of Tiburon software on designated Client servers as defined in the contract and Statement of Work.

## **2.6 DIRECTOR, OPERATIONS DIVISION**

A Tiburon Operations Director is the manager for the Project Management staff. The Operations Director is the second level of escalation, (first being Project Manager) for any Project, Add On or Product Modification activity. The Operations Director is responsible for management of all contract compliance issues.

## **2.7 ENGINEERING**

Tiburon Engineering is comprised of several teams of software architects, software engineers and software quality assurance engineers. The Engineering teams are responsible for the creation of all baseline and custom software and tailoring.

## **2.8 MASTER SUPPORT AGREEMENT (MSA)**

A Master Support Agreement (MSA) is an agreement between a Tiburon and a Client for the provision of Warranty and/or Maintenance support to a Client. It includes terms and conditions governing the agreement, and may include exhibits to further define the covered systems, Warranty and Maintenance Guidelines and Options, Software License terms, etc. Previous versions of this document may have been referred to as an Extended Support Agreement (ESA).

## **2.9 PRIORITY**

Priority refers to the operational criticality of a specific service request. Tiburon uses a P1 – P5 convention with a Priority1 issue being defined as an application or server failure that prevents continued use or operation of the System, impacts all or substantially all operators using the System, halts or severely

impacts critical System operations or endangers the integrity of one or more database files. Complete priority descriptions can be found in section 4.2 of this document.

## **2.10 PROJECT**

A Project is an activity governed by a contract or contract amendment and a Statement of Work. It can be a new implementation for a new Client, an upgrade for an existing Client, a product modification, or add-on application or interface for an existing Client.

## **2.11 PROJECT MANAGER**

A Tiburon Project Manager is assigned to all projects defined above. The Project Manager is responsible for the successful delivery of all services related to the contract or contract amendment. The Project Manager schedules and coordinates the participation of all Tiburon resources needed to deliver on the contract. The Tiburon Project Manager reports to a Director in Tiburon's Operations Division.

## **2.12 STATEMENT OF WORK (SOW)**

The Statement of Work (SOW) is an exhibit to a contract that describes the contract deliverables, tasks, responsibilities, and completion criteria for the delivery of a Tiburon Project to a Client.

## **2.13 SYSTEM ASSURANCE REVIEW (SAR)**

The System Assurance review is a Tiburon process which occurs during a project, to assure that all proper steps per the Statement of Work have been completed. This is a monitoring function within the Project Managers responsibility.

## **2.14 TECHNICAL SUPPORT COORDINATOR**

A Technical Support Coordinator is a Client representative who has received training in each Tiburon application. The Technical Support Coordinator is responsible for the review and triage of all issues reported by Client representatives prior to submitting the issue to Tiburon as a TSR. The Technical Support Coordinator is responsible for ensuring that sufficient detail has been provided on a reported issue so that it can be reproduced, diagnosed, and repaired by Tiburon. Each covered application should have, at a minimum, one (1) Technical Support Coordinator who meets with Tiburon's Client Liaison as described in this document. There can be one or more Technical Support Coordinators for each covered application, however, all client Technical Support Coordinators must participate each review meeting with the Client Liaison. The Technical Support Coordinator(s) must have the authority to confirm closure on a TSR.

## **2.15 TIBURON SERVICE REQUEST (TSR)**

Issues reported to the Client Support Center (CSC) are referred to as Tiburon Service Requests (TSRs). Each TSR is recorded in the third party application used by Tiburon to record Client issues and assigned to the Tiburon team responsible for supporting the Client and the system at the time the issue is reported. Priority 1 TSRs are assigned down to an individual resource based on the Tiburon on-call list maintained by the CSC. Other priority issues are discussed between the Client Liaison and the Client to ensure that the Client's needs are addressed in a reasonable fashion, as agreed to between Tiburon and the Client.

## **2.16 WARRANTY / MAINTENANCE SUPPORT**

When a Project is completed as deemed in the Statement of Work, the support transitions to a warranty or maintenance support level as defined by the contract. When the Project is completed as deemed in the Statement of Work, the Project Manager conducts an internal turnover of the Client and associated applications to the assigned Client Liaison and the Client Support Center (CSC).

### **3. TRANSITION FROM PROJECT (OPERATIONS) TO SUPPORT (CSC)**

When a project is completed as deemed in the Statement of Work, the Client systems transition from the project phase to the warranty or maintenance programs. Leading up to this major milestone, Tiburon staff members, including the Project Manager; Client Liaison, Account Executive, Engineering, Installation Services, and CSC Engineering resources participate in an internal System Assurance Review (SAR). This ensures that all parties are aware of the Client configuration, connection information, applications installed, cutover plan and schedule, as well as other information specific to the Client implementation. This information is logged in the third party application used by Tiburon for Client Support, currently Salesforce.

When the project is completed as deemed in the Statement of Work, the system(s) are stable and there are a nominal number of TSRs not closed for each system, there is a final internal System Assurance Review between Operations, Engineering, Installation Services, and Client Support to transition the support of the Client systems from Operations / Project mode to CSC / Support mode. The Project Manager also schedules a turnover meeting with the Client to introduce the Client Liaison to the Client.

## **4. WORKING WITH THE SUPPORT CENTER (CSC)**

The CSC functions as the single point of contact for ongoing Client support issues once project is completed as deemed in the Statement of Work and support for the systems has been turned over to the CSC. Tiburon's Client Liaisons oversee the CSC activities for their assigned Clients. The Client Liaison also works closely with the Client's Tiburon Account Executive in order to keep them updated on overall service needs.

### **4.1 SUBMITTING A TSR**

Client may contact the CSC to report an issue by telephone, email, or via the third party Self Service application provided for this purpose. Priority 1 and Priority 2 issues must be reported by telephone 24 x 7 to ensure optimal response to the issue.

### **4.2 "24x7" SUPPORT**

"24x7" support is standard for all CAD, Jail Records, and State Message Switch products. It is optionally available for all other products for an additional cost. For assistance in adding this support for other systems, Clients should contact their Account Executive.

## 4.3 TSR PRIORITIES

When submitting a TSR, Tiburon asks that Clients use the priority definitions below.

### 4.3.1 CAD, MOBILE, STATE INTERFACE, CRITICAL CAD INTERFACES

#### 4.3.1.1 RESPONSE TIME SLAS

Priority	Issue Definition	Response Time
<b>Priority 1 – Critical Priority</b>	<p>24x7 Support for live operations on the production system: A system down event which severely impacts the ability of Users to dispatch emergency units. This is defined as the following:</p> <ul style="list-style-type: none"> <li>• CAD, Mobile, State Interface or critical CAD interfaces are down as further defined in the Special Note #1 below.</li> <li>• Critical servers inoperative, as listed in Special Note #1.</li> <li>• Complete interruption of call taking and/or dispatch operations.</li> <li>• Loss of transactional data &amp; transactional data corruption</li> </ul> <p>This means one or more critical server components are non-functional disabling CAD, or Mobile workstations. These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Service Hours (8:00 am – 5:30 pm in the customer's time zone): Telephone calls to 800-987-0911 Option #6 will be immediately answered and assigned to the designated representative within 10 minutes or receipt of call.</p> <p>After Normal Customer Service Hours: Thirty (30) minute callback after Customer telephone contact to 800-987-0911 Option #6.</p> <p>Priority 1 issues must be called in via 800-987-0911 Option #6 in order to receive this level of response.</p>
<b>Priority 2 – Urgent Priority</b>	<p>24x7 Support for live operations on the production system: A serious Software Error with no workaround, not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to enter incoming calls for service and/or dispatch emergency units. Such errors will be consistent and reproducible.</p> <p>A significant number of the CAD or Mobile workstations are negatively impacted by this error (e.g., does not apply to a minimal set of CAD or Mobile workstations). These Software Errors are defined in more detail in Special Note #2, below.</p>	<p>Normal Customer Service Hours (8:00 am – 5:30 pm in the customer's time zone): Telephone calls to 800-987-0911 Option #6 will be answered and assigned to the designated representative within 30 minutes of receipt of call.</p> <p>After Normal Customer Service Hours: Sixty (60) minute callback after customer telephone contact to 800-987-0911 Option #6.</p> <p>Priority 2 issues must be called in via 800-987-0911 Option #6 in order to receive this level of response.</p>



Priority	Issue Definition	Response Time
<p><b>Priority 3 - High Priority</b></p>	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Priority 1 - Critical or Priority 2 - Urgent Priority, has a workaround available, but which does negatively impact the User from entering incoming calls for service and/or dispatching emergency units, or perform a common call taking or dispatch function. Such errors will be consistent and reproducible.</p> <p>A significant number of CAD or Mobile workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours (8:00 am – 5:30 pm in the customer's time zone): Telephone calls to 800-987-0911 Option #6 will be answered and assigned to the designated team within 30 minutes of receipt of the initial phone call.</p> <p>High Priority issues may also be reported via <a href="mailto:customerservice@tritech.com">customerservice@tritech.com</a> or via the Self Service portal through the Client login on TriTech's website. Email and Self Service reports are entered and assigned within 30 minutes at the start of the next business day.</p> <p>High Priority Issues are not managed after Normal Customer Service Hours.</p>
<p><b>Priority 4 – Medium Priority</b></p>	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from entering incoming calls for service and/or dispatch emergency units, or perform a common call taking or dispatch function. This includes system administrator functions.</p>	<p>Normal Customer Service Hours (8:00 am – 5:30 pm in the customer's time zone): Telephone calls to 800-987-0911 Option #6 will be answered and assigned to the designated team within 30 minutes of receipt of the initial phone call.</p> <p>Medium Priority issues may also be reported via <a href="mailto:customerservice@tritech.com">customerservice@tritech.com</a> or via the Self Service portal through the Client login on TriTech's website. Email and Self Service reports are entered and assigned within 30 minutes at the start of the next business day.</p> <p>Medium Priority issues are not managed after Normal Customer Service Hours.</p>
<p><b>Priority 5 – Low Priority</b></p>	<p>Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Customer technical questions, product modification or add-on requests, steering committee requests, and usability questions.</p>	<p>Normal Customer Service Hours (8:00 am – 5:30 pm in the customer's time zone): Telephone calls to 800-987-0911 Option #6 will be answered and assigned to the designated team within 30 minutes of receipt of the initial phone call.</p> <p>Low Priority issues may also be reported via <a href="mailto:customerservice@tritech.com">customerservice@tritech.com</a> or via the Self Service portal through the Client login on TriTech's website. Email and Self Service reports are entered and assigned within 30 minutes at the start of the next business day.</p> <p>Low Priority issues are not managed after Normal Customer Service Hours.</p>

### 4.3.1.2 RESOLUTION TIME SLAS

Priority	Resolution Process	Resolution Time
<b>Priority 1 – Critical Priority</b>	Tiburon will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production system.	Tiburon will work continuously (including after hours) to provide the Customer with a solution that allows the Customer to resume live operations on the production system.  Tiburon will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.
<b>Priority 2 – Urgent Priority</b>	Tiburon will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production system.	Tiburon will work continuously (including after hours) to provide the Customer with a solution that allows the Customer to resume normal operations on the production system.  Tiburon will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.
<b>Priority 3 - High Priority</b>	Tiburon will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	Tiburon will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and Tiburon's User base. Priority 3 issues have priority scheduling in a subsequent release.
<b>Priority 4 – Medium Priority</b>	If Tiburon determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	Tiburon will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
<b>Priority 5 – Low Priority</b>	Low Priority issues are logged by Tiburon and addressed at the company's discretion according to Tiburon's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

### 4.3.1.3 SPECIAL NOTE # 1

**Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:**

#### 4.3.1.3.1 CAD

- a. CAD System is down and all workstations will not launch or function. This will include fragment notifications, site-to-site connection failure, etc.
- b. CAD System is inoperable due to transactional data corruption caused by Tiburon Software. This will include in-ability to enter commands from the Command Window.
- c. CAD Reporting and Archiving Server is down and the system is configured to use the Reporting Server for dispatching functions (e. g., Premise History). This will include "Lost connection to Database" message

#### 4.3.1.3.2 Mobile

- a. The Mobile System is down and all mobile devices are unable to log in or function.
- b. The Mobile System is inoperable due to data corruption caused by Tiburon Software.

#### 4.3.1.3.3 State Interface

- a. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).

### 4.3.1.4 SPECIAL NOTE #2:

**Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:**

#### 4.3.1.4.1 CAD

CAD users are severely impacted due to one of the following conditions on one or more essential positions:

- a. One or more essential CAD positions cannot be accessed by users.
- b. The system is operating in local sharing or disconnected mode
- c. Unable to enter new requests for service via the emergency or scheduled call-taking screen (using all available methods).
- d. A user is unable to verify an address from within the emergency or scheduled call-taking screen.
- e. The inability to add or view premise or caution note information.
- f. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
- g. The system does not perform unit recommendations.
- h. Inability to assign a unit to an incident (using all available methods).
- i. Inability to change a unit's status (using all available methods).
- j. Inability to close an incident (using all available methods).
- k. Inability to view incident information needed to dispatch an incident (using all available methods). This includes "Lost Connection to Database" errors.
- l. Disaster Recovery System, following a test failover, is inoperable for more than one (1) business day.

#### 4.3.1.4.2 Mobile

Several Mobile users are severely impacted due to one of the following conditions:

- a. Inability to receive new requests for service from CAD (using all available methods).
- b. Inability to view incident information needed to dispatch an incident (using all available methods).
- c. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
- d. Inability to enter a traffic stop or on-view incident.
- e. The inability to view premise or caution note information.
- f. Disaster Recovery System, following a test failover, is inoperable for more than one (1) business day.

#### 4.3.1.4.3 CAD/Mobile Interfaces:

Several CAD or Mobile users are severely impacted due to one of the following conditions:

- a. CAD Station Alerting Interface is down or CAD Station Alerting Interface repeatedly fails to process a station alert, as part of a unit assignment, or if there is a reoccurring significant delay in the interface processing a station alert as part of a unit assignment (once it is diagnosed that is not being caused by the station alerting system).
- b. CAD Paging Interface is down.
- c. An interface used for personnel rostering is down.

- d. A CAD-to-CAD interface is down or repeatedly fails to process information into an incident.
- e. CAD Paging Interface repeatedly fails to process a unit alert as part of a unit assignment.
- f. An ANI/ALI interface repeatedly fails to process information into an incident.
- g. An interface to an external rostering system used to logon units is down.
- h. AVL interface fails to process updates for over 50% of units.
- i. Mobile interface repeatedly fails to process incident or status change information.
- j. A Standard CAD to External System Incident Data Transfer Interface License (RMS) is down. This would include transfer of data to the CAD Data Warehouse or any UDS interface.
- k. Email / fax / paging notifications down for all destinations.

## 4.3.2 ALL RECORDS, FIELD BASED REPORTING, JAIL RECORDS, FIRE RECORDS, WEB QUERY

### 4.3.2.1 RESPONSE TIME SLAS

Priority	Issue Definition	Response Time
<b>Priority 1 – Critical Priority</b>	<p>24x7 Support for live operations on the production system: A system down event which severely impacts the ability of Users to log on the system, or severely impacts the ability of Users to book or release inmates. This is defined as the following:</p> <ul style="list-style-type: none"> <li>All Records applications, to include Jail Records, Field Based Reporting, and Fire Records server software inoperative</li> <li>Loss of ability for all Records, Jail Records, Field Based Reporting, or Fire Records users to log on to system</li> <li>Jail Records system down</li> <li>Loss of transactional data &amp; transactional data corruption</li> </ul> <p>This means one or more critical server components are non-functional disabling Records, Jail Records, Field Based Reporting or Fire Records workstations. These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Service Hours (8:00 am – 5:30 pm in the customer's time zone): Telephone calls to 800-987-0911 Option #6 will be immediately answered and assigned to the designated representative within 10 minutes or receipt of call.</p> <p>After Normal Customer Service Hours: Thirty (30) minute callback after Customer telephone contact to 800-987-0911 Option #6.</p> <p>Priority 1 issues must be called in via 800-987-0911 Option #6 in order to receive this level of response.</p> <p><b>All Jail Records systems default to 24 x 7 support for Priority 1 issues.</b></p> <p><b>After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Records, Field Based Reporting and Fire Records is not managed after Normal Customer Service Hours.</b></p>
<b>Priority 2 – Urgent Priority</b>	<p>Normal Customer Service Hours Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of all Users from performing a common function, or severely impacts the ability of Users to book or release inmates. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> <li>Loss of ability for All Records, Field Based Reporting, Jail Records or Fire Records users to enter Case (Incident, Arrest and Custody) records into the system</li> <li>Loss of ability to transfer Field Based Reporting reports (ARS, Copperfire, CAD to RMS Transfer)</li> <li>Unable to book or release inmates</li> </ul> <p>A significant number of the Records, Field Based Reporting, Jail Records or Fire Records workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Records, Field Based Reporting, Jail Records or Fire Records workstations). These Software Errors are defined in more detail in <i>Special Note #2</i>, below.</p>	<p>Normal Customer Service Hours (8:00 am – 5:30 pm in the customer's time zone): Telephone calls to 800-987-0911 Option #6 will be answered and assigned to the designated representative within 30 minutes of receipt of call.</p> <p>After Normal Customer Service Hours: Sixty (60) minute callback after customer telephone contact to 800-987-0911 Option #6.</p> <p>Priority 2 issues must be called in via 800-987-0911 Option #6 in order to receive this level of response.</p> <p><b>All Jail Records systems default to 24 x 7 support for Priority 2 issues.</b></p> <p><b>After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Records, Field Based Reporting, and Fire Records is not managed after Normal Customer Service Hours.</b></p>

Priority	Issue Definition	Response Time
<b>Priority 3 - High Priority</b>	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Priority 1 - Critical or Priority 2 - Urgent Priority, has a workaround available, but which does negatively impact the User from performing a common Records, Field Based Reporting, Jail Records, or Fire Records function. Errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> <li>• Loss of Non-Critical Data (with "Non-Critical" being defined as not causing an error classified as a P1 or P2 error (above).</li> <li>• NIBRS State reporting issues that causes agency reports to exceed State error submission limits</li> <li>• UCR reporting multiple occurrence of inaccurate data</li> </ul> <p>A significant number of Records, Field Based Reporting, Jail Records, or Fire Records workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours (8:00 am – 5:30 pm in the customer's time zone): Telephone calls to 800-987-0911 Option #6 will be answered and assigned to the designated team within 30 minutes of receipt of the initial phone call.</p> <p>High Priority issues may also be reported via <a href="mailto:customerservice@tritech.com">customerservice@tritech.com</a> or via the Self Service portal through the Client login on TriTech's website. Email and Self Service reports are entered and assigned within 30 minutes at the start of the next business day.</p> <p>High Priority Issues are not managed after Normal Customer Service Hours.</p>
<b>Priority 4 – Medium Priority</b>	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from performing a common Records, Field Based Reporting, Jail Records, or Fire Records function. Errors will be consistent and reproducible. This includes system administrator functions.</p>	<p>Normal Customer Service Hours (8:00 am – 5:30 pm in the customer's time zone): Telephone calls to 800-987-0911 Option #6 will be answered and assigned to the designated team within 30 minutes of receipt of the initial phone call.</p> <p>Medium Priority issues may also be reported via <a href="mailto:customerservice@tritech.com">customerservice@tritech.com</a> or via the Self Service portal through the Client login on TriTech's website. Email and Self Service reports are entered and assigned within 30 minutes at the start of the next business day.</p> <p>Medium Priority issues are not managed after Normal Customer Service Hours.</p>
<b>Priority 5 – Low Priority</b>	<p>Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Customer technical questions, product modification or add-on requests, steering committee requests, and usability questions.</p>	<p>Normal Customer Service Hours (8:00 am – 5:30 pm in the customer's time zone): Telephone calls to 800-987-0911 Option #6 will be answered and assigned to the designated team within 30 minutes of receipt of the initial phone call.</p> <p>Low Priority issues may also be reported via <a href="mailto:customerservice@tritech.com">customerservice@tritech.com</a> or via the Self Service portal through the Client login. Email and Self Service reports are entered and assigned within 30 minutes at the start of the next business day.</p> <p>Low Priority issues are not managed after Normal Customer Service Hours.</p>

### 4.3.2.2 RESOLUTION TIME SLAS

Priority	Resolution Process	Resolution Time
<b>Priority 1 - Critical Priority</b>	Tiburon will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production system.	Tiburon will work continuously (including after hours) to provide the Customer with a solution that allows the Customer to resume live operations on the production system.  Tiburon will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.
<b>Priority 2 - Urgent Priority</b>	Tiburon will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production system.	Tiburon will work continuously (including after hours) to provide the Customer with a solution that allows the Customer to resume normal operations on the production system.  Tiburon will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.
<b>Priority 3 - High Priority</b>	Tiburon will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	Tiburon will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and Tiburon's User base. Priority 3 issues have priority scheduling in a subsequent release.
<b>Priority 4 - Medium Priority</b>	If Tiburon determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	Tiburon will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
<b>Priority 5 - Low Priority</b>	Low Priority issues are logged by Tiburon and addressed at the company's discretion according to Tiburon's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.



### 4.3.2.3 SPECIAL NOTE #1

Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

#### 4.3.2.3.1 Records, Field Based Reporting, Jail Records, Fire Records, Web Query

Records users are severely impacted due to one of the following conditions:

- a. System completely down
- b. All users getting 'unable to login or no connection to server'
- c. Unable to log on to Records, Jail Records.
- d. All users getting 'No response from ComDIR' or 'lost connection to server'
- e. Cannot book or release any inmate.
- f. All users getting 'NETWORK UNAVAILABLE' or 'DISCONNECTED FROM SERVER' in red text on the bottom status bar of TE.
- g. All users are unable to load a module list such as the Event list, Case list, Arrest list.
- h. All users are unable to save a new record (event, case, arrest)
- i. All users are unable to load any existing record (event, case, arrest)
- j. Inability of any users to launch or log on to Web Query.
- k. All Web Query users getting 'Invalid response from GETO', 'Not Connect to Server', 'Unable to read data from transport connection.'

## 4.3.2.4 SPECIAL NOTE #2

Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

### 4.3.2.4.1 Records, Field Based Reporting, Jail Records, Fire Records, Web Query

Records users are severely impacted due to one of the following conditions:

- a. Unable to run a Warrant Check
- b. Jail Headcount is off.
- c. Training environment is down and client is actively conducting a training class with several students.
- d. No additional users can log on to WebQuery.
- e. Inability to run Name or Location searches.
- f. Inability to run CAD Queries.
- g. An error which prevents users from completing their normal business function for which no reasonable workaround exists.
- h. Data corruption issues that prevent processing of inmates or reports, but not including general data cleanup.
- i. Inoperable external interfaces such as Livescan, Mugshot, Commissary, for which no reasonable workaround exists.
- j. Individual workstation or user issues only if no alternate means of completing the work exist (i.e – another user or workstation is available).

## 4.4 REPORTING A TSR

The preferred method of contact for CSC for Client issues is outlined in the table below:

Issue Priority	Service Hours	Preferred Contact Method	Contact Details
Priority 1 & Priority 2	24 hours a day, 7 days a week, 365 days a year	Must contact the CSC via telephone	CSC Telephone: 800-987-0911 Option #6
Priority 3 thru Priority 5	8 am-5 pm in the Client's time zone	Submit a case via telephone, email, or the third party Self Service application provided.	If for any reason Clients cannot reach us on the toll free number, Clients can reach us on our backup phones. Please call the alternate number(s) in the order listed.  Email: <a href="mailto:CustomerService@tritech.com">CustomerService@tritech.com</a>

## 4.5 EMERGENCY AFTER HOURS ASSISTANCE

Emergency assistance after regular business hours is subject to the following special condition:

"24x7" support is standard for all CAD, Corrections, and Message Switch systems. If a Client selects the "24x7" service option for any other Tiburon applications, remote support for Priority 1 and Priority 2 TSRs for those applications is also provided on a 24 x 7 basis. If a Client requests after hours support for an application without "24x7" coverage, support is subject to a call-out fee in addition to time and materials charges.

Once an issue has been determined to be out of scope, an Authorized Client Representative will be contacted by Tiburon and advised that additional charges may be incurred. The Client Representative must approve this out of scope effort before work will resume. The call out fee is based on Tiburon's then current hourly rate and is calculated based on every hour expended by any Tiburon staff member to resolve the issue. Time is calculated to the nearest whole hour.

## 4.6 CLIENT RESPONSIBILITIES

In order to provide maintenance support services to Clients, Tiburon requires that Clients:

- Limit TSRs to one reported problem in each TSR logged.
- Include enough detail in a reported problem so that Tiburon can effectively reproduce and diagnose it, to include steps to reproduce the error, error messages received, and screen shots if applicable.
- Provide continuous remote access to the system(s), and have a technical resource reachable afterhours that Tiburon staff can contact should the need arise for Priority 1 issues
- Maintain continuous remote access along with the ability to upload and download files to server(s) without third-party interaction.

- Restrict the use of CAD workstations to Tiburon Applications only, eliminating internet connectivity and the use of things like streaming media, internet games and other applications that can negatively interact with the CAD system.
- Ensure that maintenance and back-up activities relating to the Covered Applications and the System, including, without limitation, backing up databases and journal logs, purging out of data records, running reports, and performing diagnostics, are carried out in accordance with the schedule and methodology laid out by Tiburon.
- Ensure that the System conforms to the “Site System and Network Specifications” as established during the project implementation.
- Maintain a system to ensure that only authorized personnel have the ability to make changes to the Client’s database and that a list of all such authorized personnel (and any updates thereto) be promptly delivered to the Tiburon Client Support Center. Each request for any change to a Client’s database shall be accompanied by a signed letter of authorization from the Client’s Authorized Client Representative, and shall contain all details of the requested change. Tiburon will not assist Client personnel with database change requests other than those on the most current authorized personnel list.
- Designate a single individual to act as the Client’s authorized representative who is (a) authorized to act on the Client’s behalf with respect to all matters relating to this Agreement; (b) shall ensure the Client’s compliance with its responsibilities under this Agreement; and (c) shall coordinate appropriate schedules in connection with Tiburon’s services under this Agreement. The Client may change the individual designated hereunder by providing Tiburon written notice designating a new individual authorized to act as the Client Representative within ten business days.
- Ensure that Technical Support Coordinators and other personnel have received sufficient training on all aspects of the Tiburon system that they are supporting, and have the experience to perform its obligations.

## 4.7 SERVICE REQUEST LIFECYCLE

The TSR lifecycle can vary depending on the complexity of the issue being reported. Some TSRs will move from “New” to “In Progress” and “Closed” without a need for validation. Other TSRs require a validation step where the TSR is first “fixed” in the Client’s Training system and validated with the Client before moving to Production and then placed in “Test Request” status for final Client confirmation prior to closure. Our CSC team works with Clients to not only validate the resolution of the case, but to confirm the resolution prior to closing it.

## 4.7.1 TSR STATUS

As a TSR moves through Tiburon's service request lifecycle the overall case status will change. The statuses and definitions below are those currently in use:

Case Status	Definition
New	Default status used for all 'new' cases coming into the CSC. TSRs in "New" status reflect no one is currently assigned to research or resolve the issue. Once the Project Manager or Client Liaison discusses new issues with their Client, the issue is prioritized for resolution and the appropriate Team Leader is notified for assignment.
In Progress	Status used to indicate TSR has been assigned to an individual for resolution.
Need Info	Status used to indicate that the additional information is needed to resolve the TSR. Information needed is detailed in the Status / Solution field.  <i>A TSR in NEED INFO status for 30 or more calendar days without any update will be closed. If the issue occurs again, it should be reported as a new issue with supporting information and screen shots if applicable.</i>
On Hold	Status used to place TSR in a HOLD state pending action by Tiburon or action by the Client. Pending action will be detailed in the Status / Solution field.  <i>A TSR in ON HOLD status for 30 or more calendar days without any update will be closed with Client approval. If the issue occurs again, it should be reported as a new issue with supporting information and screen shots if applicable</i>
Monitor	Status used to indicate TSR is currently in 30-day monitor period. Usually used to monitor recurrence of an issue after implementation of a fix (typically when complete validation is not feasible). Also used when issue cannot be readily investigated pending occurrence of another event.  <i>A TSR in MONITOR status for 30 or more calendar days without any update will be closed. If the issue occurs again, it should be reported as a new issue with supporting information and screen shots if applicable.</i>
Test in TRN	Status used to indicate that a fix has been implemented in Client's training system. Testing by Client and confirmation of fix is required before fix will be moved to Client's production environment  <i>It is important that TSRs in this status are addressed by Client within 30 calendar days so that untested fixes do not remain in the Client's system for an unreasonable period of time. It is impossible to manage clean code lines with potential fixes that have not been tested as requested.</i>
Test Request	Status used to indicate that fix has been applied in the Client's production system. Validation of fix by the Client is required, however,  <i>A TSR in TEST Request status for 30 or more calendar days without any update will be closed. If the issue occurs again, it should be reported as a new issue with supporting information and screen shots if applicable.</i>
Closed	Status used to indicate that the TSR has been closed with the concurrence of the Client (or 30 calendar days have passed with no further communication from the Client, as noted above). Once in Closed status, a TSR is no longer editable to any other status.

## 4.7.2 CASE ESCALATION

Tiburon shall provide regular status updates to designated Client contact until the issue is resolved. Tiburon will document appropriate items, which may include root cause analysis, customer impacts, countermeasures and resolution. Failure to meet the stated resolution times will result in the escalation of these calls. Escalation path is as follows:

- Client Liaison
- Director, Client Service & Support – Tiburon Group
- Vice President / General Manager – Tiburon Group
- COO – TriTech Software Systems
- CEO – TriTech Software Systems

## 4.7.3 CASE CLOSURE

The CSC staff will work with Clients to validate TSR resolution prior to closure. Once an issue has been validated by the Client, Tiburon will confirm and close the case.

*If after 30 calendar days there has been no communication from the Client advising that the issue has not been resolved, the CSC staff will close the case.*

## **5. THIRD PARTY PRODUCT SUPPORT**

Unless otherwise agreed, the Customer shall obtain, pay for and maintain in effect during the term of this Agreement the technical support contracts for certain third party products as specified by Service Provider, and shall ensure that, in addition to authorizing the Customer to request support services there under, each such support contract also expressly authorizes Service Provider to request support services there under on the Customer's behalf.

## 6. OTHER SERVICES

### 6.1 SOFTWARE UPDATE SERVICES

If the Customer has purchased the Software Updates Program, the Customer will be entitled to receive new General Availability (GA) releases of the Service Provider licensed software products purchased by the Customer as they may become available.

The Software Updates Program provided hereunder does not include any of the following:

1. Installation, configuration and training services. Upon reasonable notice from the Customer, Service Provider will provide a Quote Document to the Customer on a time and materials basis at Service Provider's then current rates for such services;
2. Modifications or customization of the Software other than corrections of Defects made or provided under these Maintenance and Support Guidelines;
3. Consultation for new programs or equipment;
4. Correction of problems, and assistance regarding problems, caused by operator errors, including but not limited to the entry of incorrect data and the maintenance of inadequate backup copies and improper procedures; and/or
5. Correction of errors attributable to software other than the licensed Software.

Upgrade of the Customer's Hardware, Operating System, and/or third party software may be required from time to time to support New Releases, Maintenance Releases or Upgrades of the Software. The Customer shall be solely responsible for the cost of such upgrades unless expressly stated otherwise.

### 6.2 PRODUCT MODIFICATION REQUESTS

Product Modification Requests may be identified in several ways:

- In evaluating a TSR, it is determined that the existing solution is functioning as designed.
- A Client wants to extend their Tiburon solution or obtain additional optional services, and requests a quote for new functionality.

Once a TSR is identified as a product modification request, the case is updated to reflect this and assigned to the Client Liaison. The Client Liaison contacts and advises the Client of the new classification. The TSR is then assigned to the Account Executive and the TSR is closed. Once the Account Executive is notified of this request, the following actions occur:

- The Account Executive works with the Client to clarify the request and produce the requirements for Engineering to quote the request
- Engineering and/or Operations evaluates the request, determining the mix of customized development, configuration, testing and documentation required to deliver the request
- The Account Executive takes the information from Engineering and produces a quote for the Client



- The Client is asked to review and either accept or reject the proposed enclosed product modification and quote.
- Once the product modification proposal is accepted and signed by an authorized client representative, the delivery is handled by Tiburon's Operations Department.

## 6.3 STEERING COMMITTEE ISSUES

Clients can submit a Steering Committee request for discussion and potential inclusion in Tiburon's baseline when they encounter a situation where a system change or additional feature would enhance the functionality of the system. Steering Committee requests can be submitted via the Self Service application using the Call Type of Steering Committee.

Steering Committee cases are assigned to a Tiburon Product Manager and the TSR is placed in an ON HOLD status. After the issue is vetted at the Tiburon User Group, the issue is updated with the recommendations of the Steering Committee and Closed.

## 6.4 PRODUCT SPECIALIST AND TRAINING REQUESTS

Tiburon's Training Team is available to work with Clients. Each member on Tiburon's Training Team is a subject matter expert in specific Product. They support the implementation of each Client solution through configuration, validation, testing and training. After the Tiburon Applications are live, and the project is completed as deemed in the Statement of Work, Clients who have additional needs for training should work with their Tiburon Account Executive to create a custom, fee-based program.

## 6.5 DBA AND SYSTEM ADMINISTRATION SUPPORT SERVICES

### 6.5.1 LEVEL 1 DATABASE ADMINISTRATION (DBA) SUPPORT

Level 1 Database Administration (DBA) Support is a standard feature of Tiburon's Master Support Agreement (MSA). Level 1 DBA Support services include the creation of production and training databases to be used by the Tiburon applications for Clients that do not have their own database administration (DBA) capabilities. Database services offered as part of the Level 1 DBA Support do not include preventive monitoring of the Client's databases. The Client's DBA is responsible for periodic database backups, backup functionality monitoring, periodic database maintenance, and database recoveries in the event of disaster. During the project phase, before "go live," Tiburon is available to assist with the database backup configuration. Thereafter, Tiburon will be available primarily for consultation to diagnosis/resolve database problems that are directly related to the Tiburon applications.

### 6.5.2 LEVEL 1 SYSTEM ADMINISTRATION SUPPORT

Tiburon provides Level 1 System Administration (SA) Support as a standard feature of the Master Support Agreement (MSA). For Clients who have qualified System Administrators, this plan provides the minimum assistance needed to ensure that operating systems, hardware, and networking function properly to support the Tiburon applications. Tiburon will provide support ranging from information-only, to applying minor changes (designation of minor change reserved to Tiburon), to providing resolution only for problems that may be encountered by supported Tiburon applications.

## 7. EXCLUSIONS TO TECHNICAL SUPPORT SERVICES

The following services are outside the scope of the Technical Support Services provided by Service Provider and may result in additional charges, on a time and material basis:

- (a) Repair of damage or the increase in service time due to any cause external to the System which adversely affects its operability or serviceability, including but not be limited to, fire, flood, water, wind, lightning, and transportation of the System from one location to another.
- (b) Repair of damage or the increase in service time caused by failure to continually provide a suitable installation environment, including, but not limited to, the failure to provide adequate electrical power, air conditioning or humidity control, or Customer's improper use, management or supervision of the System including, without limitation, the use of supplies and accessories. Proper use and environmental requirements are determined by the Product documentation.
- (c) Repair of problems caused by the use of the System for purposes other than for which it is designed.
- (d) Repair of problems caused by changes to the Hardware and/or the network made without obtaining Service Provider's prior approval.
- (e) Repair or replacement of any item of the System which has been repaired by others, abused or improperly handled, improperly stored, altered or used with third party material, software or equipment, which material, software or equipment may be defective, of poor quality or incompatible with the System, and Service Provider shall not be obligated to repair or replace any component of the System which has not been installed by Service Provider or a Service Provider authorized technician.
- (f) Removal, relocation and/or reinstallation of the System or any component thereof.
- (g) Diagnosis time directly related to unauthorized components and/or misuse of the System, whether intentional or not.
- (h) Any design consultation such as, but not limited to, reconfiguration analysis, consultation with Customer for modifications and upgrades which are not directly related to a problem correction.
- (i) Provision of any operational supplies, including by not limited to, printer paper, printer ribbons, toner, printer cartridges, photographic paper, magnetic tape and any supplies beyond those delivered with the System.
- (j) Repair of problems caused by computer / network security breaches and/or virus attacks.
- (k) Repair or replacement of any Hardware not purchased from Service Provider and explicitly covered by a Service Provider warranty or maintenance program.

## 8. OPTIONAL MAINTENANCE PROGRAMS

Tiburon's Account Executive will work with the Client to identify the support programs that meet Client needs and to develop associated pricing. The matrix below describes the standard Level 1 services as well as the Level 2 and Level 3 services offered.

### 8.1 DATABASE ADMINISTRATION (DBA) SERVICES / SYSTEM ADMINISTRATION (SA) SERVICES

Tiburon offers optional added-cost Database Administration Support and System Administration service plans including Level 2 and Level 3 Extended Services. These Service Levels are compared side by side in the matrix below.

Database Services	Level 1	Level 2	Level 3
Set up application databases	✓	✓	✓
Set up database backup to disk	✓	✓	✓
Expand database disk space allocations as needed	✓	✓	✓
Support for Database Issues on Tiburon Applications	Business Day (8x5)	24x7	24x7
Maintain Database Backup Scripts		✓	✓
24x7 Support for Database Issues on Tiburon Applications		✓	✓
Disaster Recovery Planning and Set-Up		✓	✓
Perform Database Recovery Procedures		✓	✓
Monthly Report		✓	✓
Maintain database system accounts and passwords		✓	✓
3 <sup>rd</sup> Party support login access		✓	✓
Twice Monthly Database Health Check & Maintenance		✓	✓
Database Upgrade Support		✓	✓
Monitoring of Backup Logs		Monthly	2x Monthly
Examination of Backup Tapes		Monthly	2x Monthly
Database Health Check & Maintenance		Monthly	2x Monthly
Database Tuning & Performance Monitoring		Monthly	2x Monthly
Rebuild Indexes		Annually	2x Annually
Recovery Dry Run		Annually	2x Annually

Systems Administration Services	Level 1	Level 2	Level 3
Backup Planning Consultation and Scripts (UNIX only)	✓	✓	✓
Set-Up of Backup Scripts (UNIX only)	✓	✓	✓
High-Availability Cluster Application Restart	✓	✓	✓
Expansion of File system Disk space Allocations		✓	✓
Application of Operating System Patches for Tiburon Applications		✓	✓
Remote Monitoring for System Health		Business Day (8x5)	24x7 Support
Perform Application Backup Activities		Business Day (8x5)	24x7 Support
Operating Systems, Hardware and Networking Assistance		Business Day (8x5)	24x7 Support
Remote System Administration			24x7 Support
Perform Performance Analysis, Report and Adjustments to System Performance Parameters			Annually
Review of Hardware and operating System on Named Services and Provide a Written Report			Monthly

## **9. ADDITIONAL INFORMATION**

**NOTE:** As these become available there will be no additional cost to client to utilize.

### **9.1 DOCUMENTATION LIBRARY (COMING SOON)**

All current-version baseline documentation is posted in the Documentation Library for Client access and download. This includes documentation for all current product version baseline releases. A link to this Documentation Library can be found on the Tiburon Support Website.

### **9.2 CRYSTAL REPORT / SSRS REPORT SHARING POOL (COMING SOON)**

Clients can submit Crystal Reports or SSRS Reports to be posted in the Sharing Pool, which will be accessible by all Tiburon Clients.

### **9.3 CLIENT TSR REPORTS (COMING SOON)**

Standard SSRS Reports are available for Clients to obtain a formatted report of their TSRs or a non-formatted report in csv format. Reports may include all Open Cases (not closed) or All Cases regardless of status.

### **9.4 KNOWLEDGE BASE (COMING SOON)**

Clients can submit a string search against Call Description and Status/Solution data in the Salesforce database to see if an issue had been submitted and a resolution is available to a common issue. The inquiry can also be filtered by System Type.

### **9.5 CUSTOMER FORUM (COMING SOON)**

The Customer Forum will allow communications between Tiburon Clients on common issues or topics.

### **9.6 TIBURON USER GROUP**

The Tiburon User Group provides an important vehicle for communicating with other users and Tiburon staff. Each year, Tiburon hosts a User Group conference, offering training sessions, presentations and product demonstrations. The annual conference enhances communication among users, introduces new products and product upgrades, and provides working sessions focused on specific areas of user interest. Each agency can send as many representatives to the annual conference as desired, at the then current per attendee registration fee. The attendee fees help to offset a portion of the expenses we incur to ensure a high-quality event for our Clients.

## 9.7 PRODUCT STEERING COMMITTEES

Product Steering Committees allow Tiburon Clients to participate in product development and direction for all major Tiburon applications. Each Product Steering Committee is composed of a chairperson elected by the Tiburon User Group, and up to five additional members selected by the chairperson. The Product Steering Committee members solicit input from Tiburon Clients licensed for each product line, and compile suggested product changes to discuss at the annual Product Steering Committee meetings, which are held in the spring. A Tiburon product advocate and Tiburon product technical lead attend the annual Product Steering Committee meetings. Each session begins with a full demonstration of the current product version, followed by a discussion of potential changes and/or product modifications. As a result of these discussions, the Product Steering Committees determine which changes will be applied to the next product version.

# Oneida County Department of Public Works

ANTHONY J. PICENTE JR  
County Executive

DENNIS S. DAVIS  
Commissioner

5999 Judd Road  
Oriskany, New York 13424  
Phone: (315) 793-6213  
Fax: (315) 768-6299

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

January 23, 2017

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

FN 20 17-098

**PUBLIC WORKS**

**WAYS & MEANS**


Dear County Executive Picente:

We have been notified by the County Attorney's Office of a "Release and Termination of Option" relative to property located on Summit Road in the Town of Paris. On August 15, 1990, Reginald Brockway and Marie Brockway executed an Option Agreement in which they granted to the Oneida County Department of Public Works, an option to acquire 8.25' of the aforementioned premises which is located adjacent to Summit Road in the Town of Paris. This Option Agreement was never recorded, and has never been acted upon in any way by the County.

It has been determined that it is no longer necessary for County purposes and the option may be released and terminated in consideration of the payment of One Dollar (\$1.00). Therefore, it is recommended that the County of Oneida execute the attached and remise the Option dated August 15, 1990 made by Reginald Brockway and Marie Brockway.

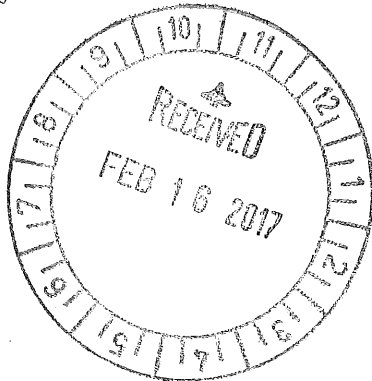
I respectfully request that the Public Works and Ways and Means Committees consider this Release and Termination of Option with presentation to the Board of Legislators at their regularly scheduled meeting.

Sincerely,

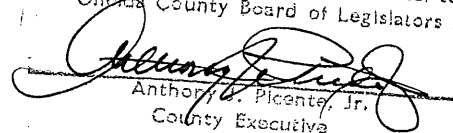


Dennis S. Davis  
Commissioner

DSD/mp



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



Anthony J. Picente, Jr.  
County Executive

Date 2/15/17

Oneida Co. Department: Public Works

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

Name & Address of Vendor: Brett Rounsville & Michelle Odin  
9275 Summit Road  
Cassville, NY

Title of Activity or Service: Release and Termination of Option

Proposed Dates of Operation: Immediate upon execution

Client Population/Number to be Served: Current Property Owners

**Summary Statements**

1) **Narrative Description of Proposed Services:** This agreement serves to release and terminate an option conveyed to the County in 1990 to acquire 8.25 feet of land located on Summit Road in the Town of Paris. This strip of property has been deemed to be of no use to the County and the landowners have requested that the option be released and terminated.

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

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

**Total Funding Requested:** \$1.00                      **Account #** N/A

**Oneida County Dept. Funding Recommendation:** \$1.00

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

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** N/A



## RELEASE AND TERMINATION OF OPTION

This Release and Termination is given the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by the County of Oneida, State of New York:

WHEREAS, on August 15, 1990, Reginald Brockway and Marie Brockway executed an Option Agreement in which they granted to the Oneida County Department of Public Works an option to acquire 8.25' of the premises of the Brockway's located adjacent to Summit Road, Town of Paris, County of Oneida, which option is set forth on Schedule "A" annexed; and

WHEREAS, the County of Oneida Department of Public Works has determined that the option to acquire 8.25' of the former Brockway premises, which premises was conveyed to Brett Rounsville and Michelle Odin by Warranty Deed dated and recorded on September 13, 2016, in the Oneida County Clerk's office as Instrument Number 2016-013398, is no longer necessary for County purposes and may be released and terminated;

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration:

The County of Oneida hereby releases and remises the Option dated August 15, 1990 made by Reginald Brockway and Marie Brockway to the Oneida County Department of Public Works, it being the intention of the County of Oneida to terminate and relinquish any and all rights, title and interest it may have as set forth in the Option dated August 15, 1990, and which Option was never recorded but was referenced in a Full Covenant Deed from Reginald S. Brockway and Marie C. Brockway dated July 30, 1992 and recorded September 9, 1992 in the Oneida County Clerk's Office in Book of Deeds 2636 at page 555.

IN WITNESS WHEREOF, the County of Oneida has signed and delivered this Release and Termination on the day and year as set forth above.

THE COUNTY OF ONEIDA

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

Gerald J. Fiorini,

Chairman

Board of Legislators, County of Oneida

STATE OF NEW YORK )

SS:

COUNTY OF ONEIDA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, a notary public in and for said State, did personally appear , **GERALD J. FIORINI**, to me personally known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

---

Notary Public-State of New York

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS  
AIRPORT ROAD ORISKANY, NEW YORK

OPTION

WHEREAS, the Oneida County Department of Public Works, is about to improve a highway or bridge known as the Summit Road, Co. Rte. 7, Town of Paris, and

WHEREAS, the plans for such highway or bridge call for a new right of way and the acquisition of certain lands owned by me (us); and

WHEREAS, the Administrative Code provides that all right of way necessary for the improvement of a County Road or Bridge shall be acquired by the Board of Acquisition and Contract, in behalf of the County of Oneida.

NOW, THEREFORE, I (we) the undersigned, in consideration of the sum of one dollar in hand paid, the receipt whereof is hereby acknowledged, and other valuable consideration hereinafter named, do hereby covenant and agree to deliver to the County of Oneida, New York, a good and sufficient title free and clear from any and all encumbrances to all that parcel of land described on a certain Map No. \*, necessary for the improvement of the above described highway or bridge for the sum of ..... Dollars, in payment for the lands thus transferred, and for fence allowances and general damages, and I (we) hereby further covenant and agree to execute and deliver to the County of Oneida, New York a good and sufficient deed, with marketable title, covering such parcel of land at any time upon demand of the said County of Oneida,

AND I (WE) HEREBY FURTHER COVENANT AND AGREE, that the Commissioner of Public Works and his agents and the contractor to whom the contract may be awarded for the improvement of said highway or bridge, together with his workmen and employees, may immediately enter upon the premises described herein for the purposes of the construction or reconstruction of said highway or bridge without becoming or being held liable for trespass or for any damages whatsoever to me (us) and I (we) do hereby waive any and all claims for damages for such entry or occupation.

THE COST of any survey, preparation of deed and other papers, together with continuation of abstract of title, will be borne by the County of Oneida.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand and seal this ..... day of ....., 19.....

Witness

Signed x *Reginald Brockway*

Witness

Signed x *Marie Brockway*

STATE OF NEW YORK }  
COUNTY OF ONEIDA }

ss:

On the 15<sup>th</sup> day of August, 1990, before me personally came Reginald Brockway and Marie Brockway

to me known and known to me to be the individual described in, and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

ANTHONY J. CARLO

Notary Public in the State of New York  
Qualified in Oneida County  
My Commission Expires Oct. 5, 1991

*Anthony J. Carlo*  
Notary Public, Commissioner of Deeds, Justice of Peace

\* ENTITLED "PLAN SHOWING PROPOSED  
SUBDIVISION OF THE LANDS OF REGINALD S. BROCKWAY  
& MARIE C. BROCKWAY LOCATED ON SUMMIT ROAD, CO. RTE # 7  
IN THE TOWN OF PARIS, COUNTY OF ONEIDA, STATE OF NEW YORK

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner



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

## Oneida County Department of Public Works

5999 Judd Road Oriskany, New York 13424  
Phone: (315) 793-6213 w Fax: (315) 768-6299

February 16, 2017

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

FN 20 17-099

### PUBLIC WORKS

### WAYS & MEANS

Dear County Executive Picente,

The New York State Department of Transportation (NYSDOT) has provided \$2,000,000.00 in State Aid (PIN 2745.27) for the reconstruction of Middle Settlement Road in the Town of New Hartford. Project limits begin at the intersection of New York State Route 5 and end at the intersection of Clinton Street. NYSDOT is administratively processing this as a Locally Administered Federal Aid Project.

NYSDOT has requested execution of a Federal Aid/Marchiselli Aid Project Agreement for Preliminary Engineering, Right-of-Way Incidental work, Right-of-Way Acquisition, and Construction Supervision and Inspection. When executed, the County can be reimbursed up to \$432,000.00 as eligible expenditures are made per Schedule A of the agreement. It is anticipated that no County funding will be required for the referenced phases of work.

Please be aware, an amendment to the Federal Aid/Marchiselli Aid Project Agreement will be made for construction phase expenditures at a later date.

If acceptable, please forward the enclosed agreement to the Oneida County Board of Legislators for consideration.

Thank you for your continued 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 2/22/17

cc: Mark E. Laramie, PE, Deputy Commissioner



Competing Proposal	<u>  X  </u>
Only Respondent	<u>          </u>
Sole Source RFP	<u>          </u>

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** New York State Department of Transportation  
207 Genesee Street  
Utica, NY 13501

**Title of Activity or Service:** Grant  
**Proposed Dates of Operation:** 10/14/2016 - 09/30/2021  
**Client Population/Number to be Served:** N/A

**Summary Statements**

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

The New York State Department of Transportation (NYSDOT) has provided \$2,000,000.00 in State Aid (PIN 2745.27) for the reconstruction of Middle Settlement Road in the Town of New Hartford. Project limits begin at the intersection of New York State Route 5 and end at the intersection of Clinton Street. NYSDOT is administratively processing this as a Locally Administered Federal Aid Project.

NYSDOT has requested execution of a Federal Aid/Marchiselli Aid Project Agreement for Preliminary Engineering, Right-of-Way Incidental work, Right-of-Way Acquisition, and Construction Supervision and Inspection. When executed, the County can be reimbursed up to \$432,000.00 as eligible expenditures are made per Schedule A of the agreement. It is anticipated that no County funding will be required for the referenced phases of work.

Please be aware, an amendment to the Federal Aid/Marchiselli Aid Project Agreement will be made for construction phase expenditures at a later date.

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

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

**Total Funding Requested:** \$432,000.00                      **Account #:** H-298

**Oneida County Dept. Funding Recommendation:** \$432,000.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** \$432,000.00 (Federal)

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** None

**Award Contract**

LETPP/SLETPP

**Project No.****Grantee Name**

LE16-1025-D00

Oneida County

12/14/2016

## APPENDIX C

## PAYMENT AND REPORTING SCHEDULE

For All Contractors:

## 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. Contractor shall provide complete and accurate vouchers to DHSES 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 Contractor 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 Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto: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 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 Contractor 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 Contractor. 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 Contractor for this program.

## B. Interim and/or Final Claims for Reimbursement

1. Contractors 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 Contractor must also refund all unexpended advances and interest earned over \$500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over \$500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor 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 Contractor 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, Paragraph 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, Paragraph 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 Contractor'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 Contractor 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 Contractor may be required to submit a final budget reallocation.

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

2. The Contractor 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. 07/2015

Certified by - on



ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner



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

## Oneida County Department of Public Works

5999 Judd Road Oriskany, New York 13424  
Phone: (315) 793-6213 w Fax: (315) 768-6299

February 24, 2017

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

**PUBLIC WORKS**

*Ways + Means*

*2017-100*

Dear County Executive Picente,

Capital Project H-553, Sheriff-Public Safety Complex Rehabilitation, was funded primarily to upgrade the Oneida County Correctional Facility security and access control system. Black Creek Integrated Systems provided and installed the original system. Specialized hardware and software components are proprietary and available exclusively from Black Creek Integrated Systems.

Existing hardware and software will be upgraded or replaced and new components must be compatible with legacy systems. Therefore, all work and all new components must be provided by Black Creek Integrated Systems.

General Municipal Law, Section 103(5) provides that, upon adoption of a resolution by at least 3/5 vote, stating that, for reasons of efficiency or economy, there is a need for standardization, a political subdivision or district may award purchase contracts for a particular type or kind of equipment, material or supplies. Upon adoption of a proper standardization resolution, a municipality may provide in its specifications for a particular make or brand to the exclusion of all other competitors.

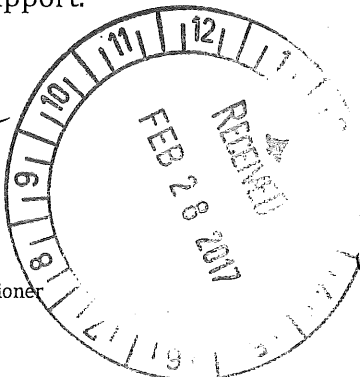
If acceptable, please forward a request to the Oneida County Board of Legislators to consider a resolution standardizing Black Creek Integrated Systems for security and access control systems at the Oneida County Correctional Facility.

Thank you for your continued support.

Sincerely,

*Dennis S. Davis*  
Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



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

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

Date 2/28/17

## Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO **D035453**

This 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

the **Oneida County** (the "Municipality/Sponsor")  
acting by and through **Chairman, Board of Supervisors**  
with its office at **800 Park Avenue, Utica, New York 13501.**

This Agreement covers eligible costs incurred on or after **10/14/2016.**

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as **Rehab/Re-Construction of Middle Settlement Rd(CR 30) between S.H. 5 and Clinton Street, Town of New Hartford** (as more specifically described in such Schedule A, the "Project").

### WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

MUNICIPALITY/SPONSOR: **Oneida County**

PROJECT ID NUMBER: **2754.27** BIN: **N/A**

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. \_\_\_\_\_ adopted at meeting held on \_\_\_\_\_ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the **County Executive** of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:
  - Agreement Form - this document titled "Federal aid Local Project Agreement";
  - Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
  - Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
  - Appendix "A" - New York State Required Contract Provisions
  - Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act)
  - Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
  - Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal aid Projects" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will make reimbursements periodically upon request and certification by the Sponsor. The frequency of billing must be in conformance with that stipulated in the *NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments)*. NYSDOT recommends that bills not be submitted more frequently than monthly for a typical project. In all cases, bills must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be on the Federal aid Highway System ("FAHS"), except for bridge and safety projects that can be off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 *Marchiselli Aid (if applicable)*. NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs*. To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1; (b) be for work which, when completed, has a certifiable service life of at least 10 years; and (c) be for a work type that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing off the State Highway System.

4.3 In no event shall this Agreement create any obligation to the Municipality/Sponsor for funding or reimbursement of any amount in excess of:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share or the amount stated in the Comprehensive List, whichever is lower.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s) A*. Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements*. NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation*. In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation 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 organizational and financial capacity.

8.4 The Commissioner of Transportation 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 he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation 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.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

MUNICIPALITY/SPONSOR: Oneida County

PROJECT ID NUMBER: 2754.27 BIN: N/A

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Procedures for Locally Administered Federal aid Projects manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (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 address as follows or to such different addresses as the parties may from time-to-time designate:

**New York State Department of Transportation (NYSDOT)**

Name: Tim Lusher  
Title: Project Manager

Address: Planning and Program Management, 207 Genesee Street Utica, New York 13501  
Telephone Number: (315)793-2450  
Facsimile Number: (315) 793-2719  
E-Mail Address: Tim.Lusher@dot.ny.gov

**[Municipality/Sponsor] Oneida County**

Name: Mr. Mark Laramie  
Title: Deputy Commissioner of Engineering  
Address: Oneida County Department of Public Works, 6000 Airport Road, Oriskany, NY 13424,  
Telephone Number: (315)793-6228  
Facsimile Number: (315)768-6299  
E-Mail Address: Mlaramie@ocgov.net

17.2 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. 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 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.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available on the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm) or by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us). When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), *External Programs*; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State *Smart Growth Public Infrastructure Policy Act*, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) manual, which, as such, may be amended from time to time.

Locally administered Federal aid transportation projects must be constructed in accordance with the current version of *NYSDOT Standard Specifications; Construction and Materials*, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

MUNICIPALITY/SPONSOR: **Oneida County**

PROJECT ID NUMBER: **2754.27** BIN: **N/A**

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

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

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

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

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

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

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

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

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 name thereto by like order.

\_\_\_\_\_  
Notary Public

**APPROVED FOR NYSDOT:**

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

By: \_\_\_\_\_  
For Commissioner of Transportation

By: \_\_\_\_\_  
Assistant Attorney General

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.

**COMPTROLLER'S APPROVAL:**

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

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 2754.27**

**OSC Municipal Contract #:** D035453      **Contract Start Date:** 10/14/2016 (mm/dd/yyyy)      **Contract End Date:** 9/30/2021 (mm/dd/yyyy)  
 Check, if date changed from the last Schedule A

**Purpose:**       Original Standard Agreement       Supplemental Schedule A No.

**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.*

<input type="checkbox"/> Municipality:	_____	% of Cost share
<input type="checkbox"/> Municipality:	_____	% of Cost share
<input type="checkbox"/> 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 REHAB      **County (If different from Municipality):** \_\_\_\_\_

**Marchiselli Eligible**  Yes  No      *(Check, if Project Description has changed from last Schedule A):*

**Project Description:** Rehab/Re-Construction of Middle Settlement Rd(CR 30) between S.H. 5 and Clinton Street, Town of New Hartford

**Marchiselli Allocations Approved FOR ALL PHASES** *All totals will calculate automatically.*

Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<input type="checkbox"/>	Current SFY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 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." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**NYS DOT/State-Local Agreement – Schedule A**

**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." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
2754.27.101	Current		\$402,000.00	\$0.00	\$402,000.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
2754.27.201	Current		\$30,000.00	\$0.00	\$30,000.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$432,000.00	\$ 0.00	\$432,000.00	\$ 0.00

<b>C. Local Deposit(s) from Section A:</b>	\$ 0.00
<b>Additional Local Deposit(s)</b>	\$
<b>Total Local Deposit(s)</b>	\$ 0.00

**D. Total Project Costs** All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$ 0.00	\$ 0.00	\$432,000.00	\$ 0.00	\$432,000.00

<b>E. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b>	Name: <u>Tim Lusher</u> Phone No: <u>315-793-2450</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.



## SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

**Instructions:** Identify the responsibility for each applicable Sub-phase task by entering *X* in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

### A1. Preliminary Engineering (“PE”) Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> <li>- Railroad force account</li> <li>- Maintenance agreements for sidewalks, lighting, signals, betterments</li> <li>- Betterment Agreements</li> <li>- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/>
19. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/>

**A2. Right-of-Way (ROW) Incidentals**

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
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<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. <b>If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/>
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/>

**B. Right-of-Way (ROW) Acquisition**

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. <b>If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Phase/Sub-phase/Task**

Responsibility: **NYSDOT** **Sponsor**

- 2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.
- 3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.
- 4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.
- 5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.
- 6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.
- 7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.
- 8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).
- 9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.

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**C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase**

**Phase/Sub-phase/Task**

Responsibility: **NYSDOT** **Sponsor**

- 1. Advertise contract lettings and distribute contract documents to prospective bidders.
- 2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).
- 3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.

**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

- |   |                          |                          |
|---|--------------------------|--------------------------|
| 4. Compile and submit Contract Award Documentation Package.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Review/approve any proposed subcontractors, vendors, or suppliers.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7c. For projects that fall under both 7a and 7b above, check boxes for each.  |                          |                          |
| 8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Administer construction contract, including the review and approval of all contactor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).  | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Review and approve all shop drawings, fabrication details, and other details of structural work.  | <input type="checkbox"/> | <input type="checkbox"/> |

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
13. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input type="checkbox"/>
14. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.	<input type="checkbox"/>	<input type="checkbox"/>
15. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.	<input type="checkbox"/>	<input type="checkbox"/>

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

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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, licensor, licensee, lessor, lessee or any other party):

- 1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
- 2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract 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 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** 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 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** 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](mailto: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](mailto: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 A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX B**  
**REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS**  
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

**NON DISCRIMINATION/EEO/DBE REQUIREMENTS**

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

### **FEDERAL SINGLE AUDIT REQUIREMENTS**

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency<sup>1</sup> the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

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<sup>1</sup> The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

## **THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE**

The Catalog of Federal Domestic Assistance ([CFDA](http://www.cfda.gov/)<sup>2</sup>), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

## **THE CFDA IDENTIFICATION NUMBER**

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

- 20.215 Highway Training and Education
- 20.219 Recreational Trails Program
- 20.XXX Highway Planning and Construction - Highways for LIFE;
- 20.XXX Surface Transportation Research and Development;
- 20.500 Federal Transit-Capital Investment Grants
- 20.505 Federal Transit-Metropolitan Planning Grants
- 20.507 Federal Transit-Formula Grants
- 20.509 Formula Grants for Other Than Urbanized Areas
- 20.600 State and Community Highway Safety
- 23.003 Appalachian Development Highway System
- 23.008 Appalachian Local Access Roads

## **PROMPT PAYMENT MECHANISMS**

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

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<sup>2</sup> <http://www.cfda.gov/>



prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

### **CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS**

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.



1101 Sherman Drive  
Utica, New York 13501-5394  
www.mvcc.edu

Office of the President  
(315) 792-5333  
Fax (315) 792-5678

January 6, 2017

FN 20 17-101

Honorable Anthony Picente  
County Executive  
800 Park Avenue  
Utica, New York 13501

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

**ECONOMIC DEVELOPMENT  
& TOURISM**

*[Signature]*  
Anthony J. Picente, Jr.  
County Executive

Dear Mr. Picente:

**WAYS & MEANS**

Date 2/9/17

I am pleased to forward for your review a revised two-year contract that the members of the MVCC Association of Mohawk Valley Administrators and the MVCC Board of Trustees have both ratified. This collective bargaining agreement is within the parameters set forth by the MVCC Board of Trustees.

**BACKGROUND**

Mohawk Valley Community College began negotiations with the Association of Mohawk Valley Administrators on April 1, 2016 and participated in ten (10) negotiations sessions through November 2016. The agreement was unanimously approved by the AMVA membership and the MVCC Board of Trustees.

**NON-FINANCIALS**

A number of small language refinements were agreed to, along with opening sick leave donations up between AMVA and Excluded members, as well as added brother-in-law, sister-in-law, and domestic partner to list of immediate family members for sick/funeral/bereavement leave.

**FINANCIALS**

**Salary Adjustments**

**Year 1 – 2016-2017:** all bargaining unit members will receive a 2.9% increase to their base salary. The actual dollar cost on this is \$81,110.00

**Year 2 – 2017-2018:** all bargaining unit members will receive a 2.1% increase to their base salary. The actual dollar cost on this is \$60,439.00

**Minimum starting salary levels:** updated approximately 1% with no immediate impact on salaries of current employees.

**Longevity**

Eliminated effective September 1, 2018 and current longevity is being added to base salary. The initial savings on this will be \$20,000 in the first year and between \$20,000 to roughly \$30,000 each year thereafter.

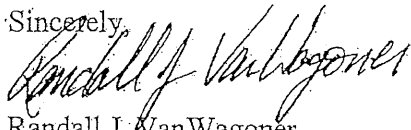
**Prescription**

Co-pays will change from \$0/\$25 to \$5/\$30/\$45 and cost savings measures for filling of generic prescriptions, over the counter options, and the required usage of the plans specialty pharmacy for specialty drugs were agreed upon by both parties. This saves \$14,000 in each year of the contract.

I hope that you will support this collective bargaining agreement and respectfully request that you forward it for expedited review by the Oneida County Board of Legislators. Enclosed are three copies of the contract with original signatures. One is for your records. I would appreciate the return of the other two when they are signed.

If there are any questions about this agreement or about the changes it contains, please do not hesitate to call me directly.

Sincerely,



Randall J. Van Wagoner  
President

Enclosures

C: MVCC Board of Trustees

Oneida Co. Department: County Attorney

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Mohawk Valley Community College  
1101 Sherman Drive  
Utica, New York 13501-5394

**Title of Activity or Service:** Collective Bargaining Agreement

**Proposed Dates of Operation:** September 1, 2016 thru August 31, 2018

**Client Population/Number to be Served:** Members of the MVCC Association of  
Mohawk Valley Administrators

**Summary Statements**

**1) Narrative Description of Proposed Services:** This is a collective bargaining agreement between the members of the MVCC Association of Mohawk Valley Administrators, the MVCC Board of trustees and Oneida County. It sets forth terms of employment, salary and other benefits of the members' employment.

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

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

**Total Funding Requested:** N/A

**Account #**

**Oneida County Dept. Funding Recommendation:** N/A

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

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

**Past Performance Data:**

**O.C. Department Staff Comments:** This is a revised two-year contract that has been ratified by both the MVCC Board of Trustees and the Association.

AGREEMENT

Effective: September 1, 2016  
Term: September 1, 2016 through August 31, 2018

By and Between

THE COUNTY OF ONEIDA (hereinafter referred to as the "County")

and

THE BOARD OF TRUSTEES OF MOHAWK VALLEY COMMUNITY COLLEGE  
(hereinafter referred to as the "Board")

and

MOHAWK VALLEY COMMUNITY COLLEGE (hereinafter referred to as the  
"College")

[hereinafter the County, Board, and the College collectively referred to as the  
"Employer"]

and the

ASSOCIATION OF MOHAWK VALLEY ADMINISTRATORS (hereinafter referred to  
as the "Association").

**Association of Mohawk Valley Administrators**  
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ARTICLE I  
REQUIREMENT OF LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE II  
RECOGNITION

- 2.1 The Unit. The College hereby recognizes the Association as the exclusive collective bargaining representative of those full-time employees in a bargaining unit at Mohawk Valley Community College comprised of those and only those administrative positions listed in Addendum C for the purpose of negotiations regarding wages, hours, and other terms and conditions of employment and the settlement of grievances. The Executive Director of Human Resources will provide a list of titles to the Association annually.
- 2.2 Duration. Such recognition shall remain in effect for the maximum period allowed by law.

ARTICLE III  
ASSOCIATION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

- 3.1 Association Membership. The Employer and the Association hereby agree that bargaining unit employees have the right to freely organize, join or support, or refrain from joining or supporting the Association for the purpose of engaging in collective bargaining or negotiations and other lawful, concerted activities for mutual aid and protection. The Employer and the Association undertake and agree that they will not directly or indirectly deprive, coerce, or harass any employee in the employment of any right conferred upon him/her by the provisions of Article 14 of the Civil Service Law; that they will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership or lack thereof in any lawful activity of this Association or in collective bargaining negotiations with the Employer, or his/her institution, of any grievance or complaint under this Agreement.
- 3.2 Use of Facilities. The Association, or its representatives, shall be permitted to transact official Association business on college property conditioned upon the understanding that such usage not conflict with the normal college operations. The Association will make advance arrangements with the College pursuant to current procedures for room reservations.

- 3.3 Dues Deductions. Pursuant to the plans certified by the Association and as any member thereof shall individually and voluntarily authorize in writing on forms prescribed by the Association, the College shall, on a bi-weekly basis (26 or 27, dependent upon pay periods contained in fiscal year), deduct from the salaries of the employees determined to be eligible for membership in the Association the regular Association membership dues and remit the same to the Treasurer of the Association. Dues deductions may only be revoked by instrument in writing and the Executive Director of Human Resources or designee shall promptly notify the Treasurer of the Association of the receipt of such revocation notices. The Association shall indemnify and hold harmless the Employer and its officials and employees from any cause of action, claim, loss, or damage incurred as a result of the College's deduction from employees pursuant to this Article.

The Association shall be entitled to the benefit of the provisions of the Agency Fee legislation enacted by the 1976-1977 session of the New York State Legislature, as may be amended. Deductions shall be effective for the first full pay period which begins after final ratification of this Agreement and after the Executive Director of Human Resources or designee has received notice from the Association of the amount of the deduction.

- 3.4 Contract Distribution. Copies of this shall be made available by the Association, upon request, to all employees of the bargaining unit.
- 3.5 Meetings of the Parties. The President of the College and the President of the Association shall each appoint up to three (3) representatives to a committee empowered to meet and discuss general matters arising from the operations of this contract. Meetings of the committee may be initiated by either party through request to the other. The committee shall have no authority to discuss any matter that has been formally submitted as a grievance or is in negotiations. An Ongoing Joint Committee (OJC) shall be authorized to meet as provided in Addendum A.
- 3.6 Association Business. The Association President, with the prior approval of his/her immediate supervisor and subject to his/her responsibilities and obligations to the College, shall be permitted to transact official Association business on Employer's property at reasonable times provided there is no interference with instruction, administrative functions, or with College operations.
- 3.7 Association Notices. The Association shall have the right to post notices of its activities and matters of Association concern on College bulletin boards. The Association may use the intra-campus mail service to distribute its communications, and is permitted reasonable e-mail use subject to Board and College policies and procedures.
- 3.8 The Association will not cause, assist, instigate, encourage, threaten, condone, participate, or engage in any strike against the Employer, or impose an obligation upon any employee to do so. A strike includes any concerted stoppage of work or slow-down of any kind by an employee. The Association will exert its best efforts to prevent and terminate any strike in which employees whom it represents participate. Nothing herein shall be construed to limit the rights, remedies, or duties of the Employer to enforce provisions of law applicable in the event of a strike.



ARTICLE IV  
NON-DISCRIMINATORY APPLICATION

Mohawk Valley Community College does not discriminate. The provisions of this Agreement shall be applied equally to all employees eligible for membership in the bargaining unit without discrimination and in accordance with federal, state and local laws.

ARTICLE V  
APPOINTMENTS AND PROMOTIONS

- 5.1 Credited Years of Service. For the purpose of this Agreement, a year of service is service for an employment year. The employment year shall begin on the first day of the fiscal year of the College (September 1) and shall end on the last day of the fiscal year (August 31). In the initial year of employment or upon recall from layoff any bargaining unit employee whose employment begins no later than October 1 shall be credited a full year of service.
- 5.2 Method of Appointment. All appointments are made by the Board upon the recommendation of the President of the College or designee.
- 5.3 Acting Appointment. The Board may appoint a bargaining unit employee to assume the responsibilities of a bargaining unit or non-bargaining unit position in an acting capacity for a period not to exceed one (1) year. The intent is to provide a continuity of function that would normally be interrupted due to the vacancy. Service in such position is voluntary on the part of the bargaining unit employee. A bargaining unit employee promoted to an acting appointment will hold all rights of appointment and will be compensated at a rate mutually agreed upon. At any time up to but not to exceed one (1) year the bargaining unit employee may return or be returned to the original title by the administration. In any event, the bargaining unit employee shall have the right to return to his/her original title when the vacancy is filled.
- 5.4 Term Appointment. Term appointments are full-time appointments made for a fixed term not to exceed one (1) year [renewable for one (1) additional year] when a position or need for services is not expected to be permanent. Appointments automatically expire upon the final date of the appointment term and there should be no expectation of continued employment beyond the final date of the appointment term. There shall be no right of appeal from non-renewal of a temporary or a term appointment, nor need cause be given.

Examples: The following are types of positions, among others, for which term appointments may be made:

- Administrative positions
- Special purpose assignments
- Positions which are not expected to be continuing
- Replacement for personnel on leave
- Interim arrangement

5.5 Earned Credited Service. An employee employed on a term appointment and thereafter employed as a probationary employee in the same or in a similar position shall be given up to a maximum of two (2) years credit against the required probationary period.

5.6 Probationary Appointment.

- A. Definition. A probationary appointment is a full-time appointment prior to the granting of a continuing appointment.
- B. Duration. Probationary appointments shall be for a period not to exceed five (5) years of credited service.
- C. Termination. In the event a probationary appointment is to terminate prior to the completion of one year of service in a particular position, the President of the College or designee shall provide no less than one month notice in writing, or pay in lieu of any deficiency in notice, to those unit employees who are to be terminated from service. In the event a probationary appointment is to terminate after one year of service but prior to the completion of five years of service in a particular position, the President of the College or designee shall provide no less than six months notice in writing, or pay in lieu of any deficiency in notice, to those unit employees who are to be terminated from service. Termination of a probationary appointment shall not constitute dismissal.

The appointee shall signify, in writing, the employee's acceptance or rejection of appointment not later than one month following written notice of appointment or the offer of appointment is withdrawn.

The termination of a probationary employee after the second year of credited service at the College is reviewable under the grievance procedure. The grievance shall be limited solely to questions of compliance with notice and evaluation provisions of the Agreement, including having been informed by any deficiencies and receiving a reasonable opportunity to remedy the same.

5.7 Continuing Appointment.

- A. Definition. A continuing appointment is a full-time appointment as an administrator which shall continue unless terminated for just cause.
- B. Method of Appointment. Continuing appointments shall be made by the Board upon the recommendation of the President of the College or designee in accordance with this Agreement.
- C. Eligibility. All administrators are eligible for a continuing appointment upon satisfactory completion of not less than three (3) nor more than five (5) years of full-time service in a particular position covered by this Agreement.

- 5.8 Service Credit. The following shall be used in computing years of credited service:
- A. Consecutive full-time probationary or term appointments to the same unit title subject to the limitations of Article 5.5;
  - B. An employee appointed to one unit title and thereafter appointed to a second unit title shall be given up to a maximum of two (2) years credit against the probationary period in the second title;
  - C. Periods of leave with salary during appointment periods;
  - D. Periods of leave without salary at the discretion of the Board;
  - E. Non-consecutive full-time administrative appointments to a maximum of three (3) years.
- 5.9 Retention of Continuing Appointment. An employee with a continuing appointment who leaves his/her employment at the College, and who then returns to the College in the same or in a similar position within two (2) years shall return with that continuing appointment. An appointment to a College administrative position shall be without loss of continuing appointment in the position and rank or unit title held prior to the administrative appointment subject to the terms and conditions of agreements with other bargaining units.
- 5.10 Procedures. Not later than November 1 of the fifth (5th) year of credited service the appropriate College Administrator shall submit a written recommendation, with justification, as to a continuing appointment to the President of the College.
- 5.11 Notice. Written notice that a continuing appointment is not to be granted shall be given not later than five (5) business days following the regular February Board meeting preceding the completion of five (5) years of credited service. In the event there is no February Board meeting, such notice shall be given not later than five (5) business days following the regular March Board meeting.
- 5.12 Promotion. Promotions may be granted by the Board following the recommendation of the President of the College.
- 5.13 Basis for Promotion. Promotion is based on merit.
- A. All new bargaining unit employees start at Level 1. Bargaining unit employees who have rank will be assigned the promotional Level equivalent to one (1) more than the number of times they have been promoted within the Association.
  - B. To be eligible to apply for promotion from Level 1 to Level 2, a person must have completed three (3) full years of service in a title which does not require teaching at Mohawk Valley Community College. To be eligible to apply for the next two (2) subsequent promotions (from Level 2 to Level 3 and from Level 3 to Level 4), a person must complete three (3) full years of service in that same title since the

previous promotions. To be eligible for promotion from Level 4 to Level 5, a person must complete five (5) full years of service in that title since the previous promotion.

- 5.14 Consideration for Promotion. Consideration of an employee may be initiated by the College or by written request of the employee to the appropriate College Administrator.
- 5.15 Denial of Promotion. The appropriate College Administrator will provide unsuccessful candidates with the specific reason for the denial in writing.
- 5.16 Effective Date. Promotions may be conferred at any time in accordance with the directives of the Board. Normally, promotions will become effective at the beginning of the fiscal year following that in which they are granted.
- 5.17 Academic Rank. Those persons holding academic rank shall be designated by Instructor, Assistant Professor, Associate Professor or Professor. Academic rank as a member of the faculty will remain in effect while serving as an administrator for those individuals achieving the same prior to, concurrently with, or subsequent to their appointment as an administrator.
- 5.18 Grant-Funded Appointment. A grant-funded appointment is a full-time appointment to a unit position supported by grant, contract, or other third-party funds.
- A. Duration. The appointment expires at the end of the stated period or whenever grant funding shall cease, whichever comes sooner.
  - B. Renewal. A grant-funded appointment may be renewed at the sole discretion of the Board.
  - C. Continuing, Probationary, or Term Appointment. A unit employee employed on a grant-funded appointment is not eligible for continuing, probationary, or term appointment.
  - D. Promotion. A grant-funded employee is eligible for promotion.
  - E. Academic Status. Persons holding grant-funded appointments may be granted academic rank consistent with their role and qualifications at the option of the Board.
  - F. Credit for Grant-Funded Employment. An employee employed in a grant-funded position and thereafter employed as a probationary employee in the same or similar position shall be given a maximum of three (3) years credit against the required probationary period, and if the service is not continuous or immediately preceding the probationary appointment it must have been rendered within five (5) years preceding the probationary appointment.

ARTICLE VI  
PROFESSIONAL OBLIGATION AND ASSIGNMENT

- 6.1 It shall be the duty of all full-time employees of Mohawk Valley Community College, unless otherwise specifically noted in their contracts or terms of employment, to devote their professional services and their individual skills to the service of Mohawk Valley Community College.

Bargaining unit employee's primary work obligation is to the College and all members shall work the number of hours necessary to complete their professional obligations. The number of hours worked may be flexed, and shall not conflict with the member's ability to complete their duties. The employee shall provide time and activity records as may be required. The employee shall not engage in consulting, outside employment, or other activities which conflict with the employee's responsibilities to the College except by approval of the appropriate supervisor.

6.2 Professional Obligation.

- A. The professional obligation of a twelve-month employee shall begin on the first day of the fiscal year of the College (September 1) and shall end on the last day of the fiscal year (August 31).
- B. The professional obligation of a ten-month Director shall begin seven (7) working days before the beginning of instruction in the fall semester and shall end eight (8) working days following Spring Commencement.

- 6.3 Job Description. Employees will be provided a current job description for their position. Changes in job descriptions shall be made after consultation with the position incumbent. The impact of such change(s), if any, shall be the subject of negotiation between the Board, College and Association.

6.4 Off-Campus Assignments.

- A. Employees may be assigned their professional obligation at the Utica campus, the Rome campus, or off-campus sites. Those employees who have professional obligations (excluding overload) at more than one site on the same day and who use their own motor vehicles for transportation shall be reimbursed at the federal mileage rate for travel between work sites. For purposes of this Agreement, travel one way between the Utica and Rome campuses is 20 miles.
- B. Those employees assigned to fulfill their professional obligation (excluding overload) at an off-campus site located 10 miles in excess of the distance normally traveled by the employee to the on-campus site to which the employee is primarily assigned as determined by the Vice President of Administrative Services or designee and who use their own vehicles for transportation will be reimbursed at the federal mileage rate for travel for the excess distance. The basis for determining travel distance will be the third-party method as set forth in Addendum D.

6.5 The following terms shall be as defined as follows:

- A. Class period shall mean a 50-minute period in which a group teaching method is employed, including recitations, lectures, discussions, demonstrations or combinations of these. Where class sessions are for two or more consecutive periods, a break equal to ten minutes for each sixty minutes will be scheduled by the faculty member.
- B. Practicum period shall mean a 50-minute period devoted to the direction and guidance of student application or development of principles, concepts, and skills in a particular physical environment. The practicum period includes laboratory, clinical laboratory, studio periods, drafting work, field trips, and internships. Where multiple consecutive practicum periods are scheduled, breaks equal to ten minutes for each sixty minutes of the practicum session will be scheduled by the faculty member.
- C. Contact hour shall mean a class period or a practicum period.
- D. Teaching credit hour shall mean a class period or 2.0 practicum periods.
- E. Course shall mean a program of instruction recorded with the Registrar and designated by a single catalog number.
- F. Section Size for a Class or Practicum Period. The size of a section scheduled for a class, or practicum period for a particular course, shall be determined by the Administration.

6.6 Web-Based Courses

- A. Definition. A web-based course is a course approved by the College for online instruction. A hybrid courses eligible for compensation is a course approved by the College for online instruction of which at least twenty percent (20%) is delivered online. If a web-based course consists of an off-the-shelf, pre-authored, or uploadable media from a publisher or any other multi-media vendor, it is defined as a prefabricated web-based course. Such a prefabricated course may be used as a web-based course by a bargaining unit employee but it is not subject to compensation as described herein.
- B. Basis of Participation. Participation in web-based courses shall be voluntary for all bargaining unit employees unless a bargaining unit employee is otherwise informed in the appointment letter.
- C. Technical Support. The College is committed to providing the best training and technical support possible to instructors of web-based courses both during the developmental period and when the course is offered. Bargaining unit employees who intend to create online courses must be trained in the technology, special skills and methods necessary for online instruction including retraining to address

changes in technology. Training will be offered by the College at a mutually agreeable time. The statement of principle contained herein and the commitment to training contained herein are not subject to the arbitration step of the grievance process.

D. Class Size. Beginning with the ratification of this Agreement, all web-based courses will have a cap of 25 students. Upon mutual written agreement with the bargaining unit employee, the cap may be raised above 25, but not to exceed 40.

E. Assignment.

1. Bargaining unit employees may develop and may teach web-based courses.
2. For web-based courses developed by a bargaining unit employee, that bargaining unit employee shall receive right of first refusal to teach for only the first semester that the course is offered and runs. If the bargaining unit employee refuses to teach the web-based course, the College shall then offer the web-based course to other bargaining unit employees prior to releasing it to non-bargaining unit employees.
3. Bargaining unit employees shall have first rights to develop and teach web-based courses over non-bargaining unit employees, and those rights shall not conflict with any collective bargaining agreements in effect at the time this Agreement is ratified.
4. Uniquely qualified bargaining unit employees shall have first rights to develop and teach original web-based courses. Qualifications shall include but not be limited to relevant education, relevant experience teaching subject matter, experience teaching in a community college, and relevant professional/industrial experience.

F. Compensation.

1. Compensation for developing a course shall be \$700 per credit hour.
2. Upon payment for development of a web-based course, the College shall retain ownership.
3. Compensation for teaching a course for the first semester it runs shall be \$300 per credit hour in addition to compensation as set forth in Article 10.5.
4. Compensation for revising a course due to changes to curriculum or learning outcomes shall be \$300 per credit hour.

6.7 If a bargaining unit employee is required or assigned to perform coordinator duties in the absence of a coordinator who performed such duties under an established coordinator stipend agreement, the Ongoing Joint Committee (OJC) will convene to review and make recommendations.

6.8 In the event a ten-month employee accepts assignments to perform services beyond his/her professional obligation, he/she will receive additional compensation as specified in Article 10.7.

ARTICLE VII  
EMPLOYMENT POLICIES

7.1 Seniority. Seniority shall apply as follows: Bargaining unit employees will accumulate seniority based upon date of appointment to the College.

7.2 Retrenchment.

A. When the number of bargaining unit employees is to be reduced the President of the College or designee shall provide affected employees six (6) months notice thereof prior to the effective date of retrenchment or pay in lieu of any deficiency in notice.

B. Rights at Retrenchment. Upon notification of retrenchment an employee shall be offered transfer to an available position. An employee who declines such offer of transfer to a College position at the same or higher rate of compensation as the position from which the employee was retrenched shall forfeit all rights under Sections 7 and 10 of this Agreement. Members of the Ongoing Joint Committee (OJC) will review and make recommendations as outline in Addendum A.

If no position is available for which the employee is qualified, that employee will receive consideration for:

1. Retraining for assignment to an available position;
2. Fulfillment of the employee's work obligation by performing available work both within and outside of the employee's current department or administrative function and/or during summer sessions.

In any of the foregoing instances, the employee must be qualified as recommended by the President of the College and approved by the Board; the opportunity applies to work within or outside of the employee's current job title; the performing of such services does not constitute a transfer; the opportunity shall be at the expense of overload assignments and part-time employees.

C. Rights Following Retrenchment. If within two (2) years the position from which an employee was retrenched is re-established or a vacancy occurs within the bargaining unit for which he/she is qualified and the College elects to fill the position, the College will offer such position to the retrenched employee(s) in inverse order of retrenchment. Members of the Ongoing Joint Committee (OJC) will review and make recommendations as outlined in Addendum A. Refusal of such an offered position, regardless of pay rate, shall terminate the retrenched employee's recall entitlement hereunder. When a retrenched employee assumes any bargaining unit position, he/she maintains all rights and seniority less time of lay-off.

7.3 A. Reversion. When a vacancy exists in a full-time teaching faculty bargaining unit position a bargaining unit employee may, subject to the needs of the College,



revert to full-time teaching position in which he/she held or has been eligible for a continuing or career appointment, in accordance with his/her qualifications, experience, and expertise as determined by the appropriate College Administrator. Upon return to such teaching position, he/she will be assigned to a Department in accordance with his/her qualifications, experience, and expertise.

- B. Benefits. The movement to full-time teaching status shall cancel the right to accrue vacation as well as those other rights and benefits peculiar to administrative professionals within the bargaining unit. Vacation accruals to the then maximum days not used prior to the effective date of the return to full-time teaching status shall be paid at his/her former administrative salary. The forfeiture of any rights and benefits peculiar to administrative professionals will be effective on the date of the change in status.

#### ARTICLE VIII CONFLICT OF INTEREST

An employee shall not engage in any activity which constitutes conflict of interest in accordance with Board Policy 2004.

#### ARTICLE IX EVALUATION

- 9.1 Evaluation. A formal written evaluation will be prepared at least annually for employees on probationary, term, or grant-funded appointments. Employees holding continuing appointment will be evaluated at intervals determined by the President of the College or designee, but at least once every five years. Employees on leave will be evaluated at the option of the President of the College or designee. The evaluation will be prepared by an employee's immediate supervisor. If the employee's immediate supervisor is also a bargaining unit employee, then the supervisor will prepare the evaluation in coordination with the appropriate Excluded Administrator. The evaluation will be discussed between the individual and the evaluator not later than the third Friday of July for twelve-month employees and not later than the end of the professional obligation for ten-month employees. The individual shall have the right to provide a written response within fifteen calendar days following the conference with the evaluator. Such written statement shall be attached to and become part of the formal evaluation to be placed in the individual's personnel file. An employee may request that an evaluation of performance be made prior to the evaluator leaving employment at the College. A negative formal written evaluation shall not constitute discipline as provided for in Article XV herein.
- 9.2 Human Resources Folder. Human Resources shall maintain one official human resources folder for each employee. The folder shall contain two files: official human resources file, medical file, and may also contain a part-time/adjunct file for those employees with part-time employment and/or adjunct assignments.
- A. Official human resources file may include copies of employment applications, resumes, college transcripts, disciplinary memoranda, the annual performance

appraisal of employees and/or periodic probationary reports.

- B. Changes, additions or deletions to the contents of an official human resources file are subject to the approval of the Executive Director of Human Resources.
- C. Information relating to the employee's academic or professional accomplishments submitted by them shall be placed in their official human resources file at the employee's request.
- D. The human resources folder shall be available for review by the employee, or the employee's representative under written authorization by the employee, upon appointment and during normal office hours. Copies of materials shall be made by the Executive Director of Human Resources or designee and furnished to the employee upon request and at the employee's expense.
- E. When information is added to an employee's human resources folder, a notice of such material will be sent to the individual. The unit employee will have the right to submit a written answer to the material and his/her answer shall be attached to the file copy.
- F. Access to the human resources folder shall be available to the President of the College or designee, an employee's immediate supervisor, and the Executive Director of Human Resources to assist in the making of employment decisions such as, but not limited to, promotion, transfer, reassignment, the granting of continuing appointments or retrenchment. Such access will be granted to others only after written permission from the employee.
- G. Access to the employee's human resources part-time/adjunct file shall be available to the President of the College or designee, supervisor(s), and the Executive Director of Human Resources to assist in making employment decisions. Such access will be granted to others only after written permission from the employee.
- H. Human resources medical files are kept separate from the human resources folder. Contents of the medical file are protected by law. Access to the file will be granted to others only after written permission from the employee has been provided.

ARTICLE X  
SALARY/ECONOMIC ISSUES/INSURANCE

- 10.1 A. 2016-17 base salary increase. Effective at the beginning of the professional obligation as defined in Article 6.2, each employee, unless otherwise agreed upon, shall receive a 2.9% increase to their 2015-2016 base salary in accordance with Article 10.4 of the Collective Bargaining Agreement.
- B. 2017-18 base salary increase. Effective at the beginning of the professional obligation as defined in Article 6.2, each employee, unless otherwise agreed upon, shall receive a 2.1% increase to their 2016-17 base salary in accordance with Article 10.4 of the Collective Bargaining Agreement.
- C. Each current or former bargaining unit employee employed during the term of this Agreement shall receive a retroactive payment computed upon the difference between his/her new 2016-2017 base salary rate and the previous base salary rate for 2015-16, including any "per diem" wage payment in accordance with Articles 10.7 and 10.8.

- 10.2 A. Minimum annual salary levels:

Level	Minimum
H	\$68,650
I	62,600
J	58,550
K	54,525
L	48,475

- B. Upon completion of a successor collective bargaining agreement to the September 1, 2014 through August 31, 2016 collective bargaining agreement, minimum annual salary levels will be adjusted annually in accordance with the Cost of Living Adjustment (COLA) as determined by the Bureau of Labor and Statistics (BLS).
- C. Effective September 1, 2014, if an employee's base salary falls below the minimum annual salary levels in Article 10.2.A, said base salary shall be adjusted to the minimum salary level prior to the application of the agreed upon base salary adjustments in Article 10.1.
- 10.3 Nothing herein shall prevent the granting of selective increases by the Board upon recommendation of the President of the College and agreement by the Executive Committee of the Association.
- 10.4 No increase under this article shall be payable to an incumbent who has not completed at least 1/2 (one half) of his/her normal professional obligation.

10.5 Compensation for overload assignments shall be made at 35% of the per diem rate for bargaining unit employees with a twelve (12) month professional obligation and the minimum annual salary associated with Level L.

10.6 Health Insurance.

A. The College shall pay for the full cost of a health and hospitalization plan during the term of this contract for all bargaining unit employees hired on or before 31 August 1987. All unit employees hired or rehired on or after 1 September 1987 will be required to contribute 20% (twenty percent) of the gross cost of all health insurance benefits according to category (individual, family, or individual and dependent). Changing job titles within the bargaining unit does not constitute rehiring.

B. Waiver/buyout effective January 1, 2017:

Bargaining unit employees who waive medical, prescription, dental and vision coverage shall receive \$750 for individual; \$1,500 for two-person and family.

Bargaining unit employees who waive medical and prescription coverage shall receive \$600 for individual; \$1,200 for two-person and family.

10.7 The per diem rate for bargaining unit employees with a ten (10) month professional obligation is defined as 1/5 of 1/42 of his/her base salary.

10.8 The per diem rate for bargaining unit employees with a twelve (12) month professional obligation is defined as 1/260 of his/her base salary.

10.9 Employees will receive upon promotion to each academic rank or level the following increases to base salary:

Level 1 to Level 2	\$2,000
Level 2 to Level 3	\$2,500
Level 3 to Level 4	\$3,000
Level 4 to Level 5	\$4,000

10.10 Adding Longevity to Base. Effective September 1, 2016 those bargaining unit employees already receiving longevity as well as those that are due to receive initial or additional longevity prior to August 31, 2018, shall have, upon ratification of this Collective Bargaining Agreement, the following payments added to their base salary, prior to any contractual percentage increases:

After 10 years of service by 8/31/18 - \$725 added to base  
After 20 years of service by 8/31/18 - \$1,450 added to base  
After 30 years of service by 8/31/18- \$2,175 added to base  
After 35 years of service by 8/31/18- \$2,900 added to base

Effective September 1, 2018, bargaining unit employees will no longer receive longevity.

10.11 Other Benefits.

The College shall provide the following coverage for unit employees: \$50,000 Term Life Insurance; Long-term Disability; Family Vision Coverage which provides as a minimum one eye exam and one pair of glasses for each member of the family per year at no cost to the employee.

The College shall continue to make available to bargaining unit employees, and their eligible dependents a dental plan comparable to the plan which existed on August 31, 2014.

The College shall continue to make available to bargaining unit employees, and their eligible dependents a prescription plan with a three tier co-pay of 5/30/45.

Bargaining unit employees are responsible for the cost difference between the brand name drug and its generic equivalent plus the non-preferred brand co-payment unless there is a medical reason why the generic equivalent cannot be prescribed.

Prescription drugs that become available over the counter shall be excluded from the plan and not dispensed as prescription drugs unless there is a medical reason why the over the counter equivalent cannot be prescribed.

All specialty drugs not administered by a healthcare facility or provider shall be filled through the plan's designated specialty drug pharmacy.

The College shall extend to bargaining unit employees, in accordance with College procedures, medical, prescription, dental, and vision benefits to domestic partners, subject to plan provisions, and no later than January 1, 2015.

If an Association member completes a higher education degree related to their job, upon receipt of official college transcripts, they will receive a one-time payment of \$1,500 for a Masters, and \$2,000 for a Doctorate.

ARTICLE XI  
LEAVES OF ABSENCE

11.1 Continuous Service. Employees on authorized leaves of absence with or without pay shall not be deemed to have interrupted continuous service with the College, but such periods of absence shall not be considered in meeting service requirements for eligibility for consideration for a continuing appointment except as provided in Section 5.8 hereof.

11.2 Professional Leave Without Salary. The President of the College may grant leaves of absence without salary, not to exceed one (1) year. The President of the College may extend such leaves for additional periods not to exceed one year each.

11.3 Individuals who are authorized a leave of absence without pay shall not be entitled to benefits, except that a continuing appointment and seniority shall continue. Requests for such leaves of absence shall be made through the individual's supervisor to the President of the College. Each application shall include a statement for the purpose for which the leave is requested, its anticipated duration and its value to the applicant and/or College. Vacation time is not earned while on leave.

11.4 Sabbatical Leave.

A. Policy. Sabbatical leaves for professional development may be made available to employees of the bargaining unit who meet the requirements set forth in this provision. The objective of such leave is to increase each person's value to the College and thereby improve and enrich its program. Such leave shall not be regarded as a reward for services nor as a vacation or rest period occurring automatically at stated intervals.

B. Purpose. Sabbatical leaves may be granted for planned travel, study, formal education, research, writing or other experience of professional value.

C. Eligibility. All employees of the bargaining unit who have completed six (6) consecutive years of service within the College in any combination of term, probationary, career, and continuing appointments or who, if they have previously had a sabbatical leave, have completed at least six (6) full years of service within the College since the date of return from their last sabbatical leave shall be eligible. In computing consecutive years of service, periods of vacation, periods of sick leave with salary, and periods of leave of absence with salary shall be included. Leaves of absence up to one (1) year without pay may be included at the sole discretion of the President of the College. Periods of leave other than specified, as well as part-time service, shall not be counted but shall not be deemed an interruption of otherwise consecutive service.

D. Term and Conditions. Sabbatical leaves may be authorized by the Board upon the recommendation of the President of the College. Individuals on a sabbatical leave shall receive a portion of their normal annual salary:

For 10-month employees

1 academic semester  
100% annual salary

1 academic year  
50% annual salary

For 12-month employees

0 - 6 months  
100% annual salary

6 - 12 months  
50% annual salary

E. In those cases in which, in the opinion of the President of the College, the granting of sabbatical leave would impair the operation of the College, a bargaining unit employee shall be required to postpone his/her leave.

F. All benefits shall continue in effect during the sabbatical period with the exception of sick leave, holidays, and vacation which may neither be earned nor used during sabbatical leave.

G. Procedures for Sabbatical Leave. Application for sabbatical leave detailing the activities and purposes of the leave shall be submitted to the President of the College not later than the October 15<sup>th</sup> preceding the beginning of the academic year in which the leave is to begin. Following receipt of application for sabbatical leave from bargaining unit employees, the President of the College will convey such applications to a Sabbatical Leave Committee composed of six members, three of whom shall be appointed by the President of the College and three of whom shall be elected by the employees of the bargaining unit.

The Committee shall then forward these applications, set forth in priority order to the appropriate College Administrator who shall add his/her recommendations and forward all materials to the President of the College for his/her recommendation to and action by the Board.

Applicants will be selected on the merit of the leave project, subject to limitations of the budget. In cases where no distinction between merit of applications can be made, priority will be established for the applicant possessing the longer period of service.

The decision will be returned to the applicant no later than five (5) business days following the January Board meeting. In the event there is no January meeting, the decision will be returned to the applicant no later than five (5) business days following the next regular Board meeting.

H. Bargaining unit employees on sabbatical leave may, with the approval of the Sabbatical Leave Committee and President of the College, accept fellowships, grants-in-aid or earned income to assist in accomplishing the purpose of the leave. Services or charges incidental to the success of the leave project upon the recommendation of the President of the College and the authorization of the Board may be at the expense of the College.

I. Reports. It shall be the obligation of persons granted sabbatical leave to submit such reports as may be requested by the President of the College.

J. Following a sabbatical leave an employee is expected to return and complete a minimum of one (1) year of service in the event of a one (1) year sabbatical leave, a minimum of six (6) months of service in the event of a six (6) month sabbatical leave, a minimum of one (1) semester of service in the event of a one (1) semester sabbatical leave, and a minimum of two (2) semesters of service in the event of a two (2) semester sabbatical leave.

- 11.5 Other Leaves. The President of the College may recommend leaves of absence at full salary or reduced salary, or may grant such leave without salary, for the purpose of professional development, acceptance of assignments of limited duration with other universities and colleges, governmental agencies, foreign nations, private foundations, corporations and similar agencies, as a unit employee, expert, consultant or in a similar capacity, or for other appropriate purposes consistent with needs and interests of Mohawk Valley Community College and its employees. A salaried leave shall become effective upon approval of the Board.

Such leave shall include, but is not limited to, the following: in addition to the twelve (12) weeks of leave required by the Family Medical Leave Act, the President of the College may grant up to an additional six (6) weeks of unpaid leave in order to give birth, or to care for a newborn child, or for placement with the employee of a child for adoption or foster care, if such leave does not absent the bargaining unit employee from the delivery of instruction in more than one semester. The President of the College, at the President of the College's discretion, may extend this leave to a total of one year. The employee, at the employee's discretion, may use vacation, compensatory, or sick (if appropriate) leave as part of such leave. Use of paid and/or unpaid leave in excess of the above limits shall be as provided herein.

Application. Applications for such leaves of absence shall be made to the President of the College. Each such application shall include a statement of the purpose for which the leave is requested, anticipated duration, and its value to the applicant or the College.

Employees on approved leave without pay are responsible for their health insurance premium contributions during this period of unpaid leave.

- 11.6 Limitations Term Appointment. Notwithstanding anything contained in this article, no leaves of absence shall be deemed to extend the terms of bargaining unit employees having term appointments and all leaves of absence shall, in any event, terminate upon expiration of such terms.
- 11.7 Association Leave. The Association President or his/her designee shall be afforded five (5) days leave per academic year for the purpose of attendance at SAANYS state-wide conferences. Notice of the taking of such leave shall be forwarded to the Human Resources Department not less than fifteen (15) days in advance thereof. Leave recipients shall be permitted to rearrange their schedule or to otherwise provide coverage for their own classes and/or duties.
- 11.8 Funeral and Bereavement Leave. Employees may be absent without loss of pay for a period of four (4) consecutive work days to attend the funeral and for other concerns resulting from the death of a member of an individual's immediate family. The term "immediate family" shall mean grandparent, parent, sibling, spouse, domestic partner, child, grandchild, mother-in-law father-in-law, brother-in-law, sister-in-law or one who has served in the same relationship. In the event it is necessary to be absent more than four (4) work days, a longer period may be authorized by the President of the College.



- 11.9 Jury Duty. Individuals required to appear for jury duty shall be released from their employment responsibilities for such duty without loss of pay. Any payment or fees, exclusive of mileage allowance, shall be paid to the College. The absence should be indicated on the appropriate time record and a copy of the summons for jury duty should be forwarded to the Human Resources Department.
- 11.10 Procedure. Requests for leaves of absence shall be made through the individual's supervisor to the President of the College. Each application shall include a statement of the purpose for which the leave is requested, anticipated duration, and its value to the applicant and the College. Leaves of absence without pay may be authorized by the President of the College. Leaves of absence with salary may be authorized by the Board upon the recommendation of the President of the College.
- 11.11 Sick Leave.
- A. Each employee shall accrue 1.75 days of sick leave per month of service to the College, not to exceed 225 days. Sick leave accruals may be used by individuals who are unable to perform their duties because of personal accident or illness or an accident or illness in the individual's immediate family. The term "immediate family" shall mean an individual's grandparent, parent, sibling, spouse, domestic partner, child, or grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law or one who serves in the same relationship. The term "illness" shall include routine medical appointments and diagnostic tests for the purpose of monitoring an individual's general health or recurring medical condition. Upon termination of employment, no payment will be made to any staff member for time accrued, except as provided in Article XIV (Resignation and Retirement).
  - B. Notice. An employee must notify his/her immediate supervisor of absence due to illness or injury as soon as practicable.
  - C. Verification. Human Resources may require documentation (physician's certificate, emergency room receipt, etc.) justifying use of sick leave.
  - D. Employees who are unable to perform their duties for more than one week because of personal accident or illness or an accident or illness in the individual's immediate family as defined in Section A, and whose absence is supported by a doctor's statement, may apply to a joint committee made up of two people appointed by the Association and two people appointed by the President of the College for permission to use pro-rated sick leave to cover overload assignments missed because of the accident or illness. The committee shall determine whether or not sick leave may also be used to cover time missed from coordinator assignments. A minimum of three votes in favor of granting such permission shall be necessary. In the event of a tie, the request and the committee record will be forwarded to the President of the College or designee who shall render a decision. The decision of the committee or the President of the College or designee shall be final and shall not be subject to the provision of Article XX, Grievance Procedure. The employee may not use the Sick Leave Donation

Program Section (Section 11.12) to accrue sick time for overload or coordinator compensation.

#### 11.12 Sick Leave Donation Program.

A. Intent. The intent of the sick leave donation program is to provide a means to assist bargaining unit employees who, because of long-term serious personal illness or injury, or the long-term serious illness or injury of a spouse, a child, a parent, or an individual who serves in the same relationship, have exhausted all their accrued leaves and would otherwise be subject to loss of income during a continuing absence from work. This program is not intended to provide supplemental income which would result in compensation levels exceeding normal wages for employees who have other sources of substitute income such as that provided by disability insurance programs. Neither is it intended for use by employees disabled under Workers' Compensation. Employees requesting sick leave donation must notify the Executive Director of Human Resources or designee of any additional income from disability or worker's compensation. Employees receiving benefit income from disability or worker's compensation will be allowed to utilize donated sick leave on a prorated basis.

#### B. General Policies.

##### 1. Donors

- a. Donors may be either bargaining unit employees or Excluded Administrative Staff members.
- b. The identity of a donor shall not be disclosed by the College.
- c. Donations are made from sick leave accruals
- d. Donations must be made in whole day amounts
- e. A bargaining unit employee may make more than one donation to a recipient.
- f. Unused donations are returned to the donors in reverse order of receipt.

##### 2. Eligibility. To be eligible the recipient must:

- a. have completed at least one year of service at the College;
- b. be absent due to non-occupational illness or disability for which medical documentation satisfactory to the Executive Director of Human Resources or designee is submitted, or to care for a spouse, a child, a parent, or an individual who serves in the same relationship with a serious health condition as defined under the Family and Medical Leave Act (FMLA);
- c. be approved for the leave donation program by a joint committee, two members of which are selected by the Association and two members of which are appointed by the President of the College. Should a tie occur, the President of the College shall make the decision;
- d. have exhausted sick leave accruals due to long-term illness or

- e. injury;  
have exhausted all other leave accruals.

C. Procedures

1. When a bargaining unit employee's sick leave accrual has been exhausted due to long-term illness or injury, the employee may indicate the employee's wish to receive donations from this program by informing the Executive Director of Human Resources following procedures determined and published by the Executive Director of Human Resources.
2. Once eligibility has been determined, solicitation for donations may be made by the recipient or by other employees. Donations shall not be officially solicited on behalf of the College.

D. Recipients

1. Recipients may be either bargaining unit employees or Excluded Administrative Staff members.
2. Donations are made to a specific bargaining unit employee or Excluded Administrative Staff member.
3. Donations are used on a first-donated, first-used basis.
4. Vacation and sick leave accruals shall not accrue to recipients on donated leave.
5. Health insurance premiums, retirement contributions and other benefits provided herein shall continue as long as the recipient is on donated leave.

11.13 Vacation. All unit employees with a twelve-month professional obligation shall accrue vacation credits at the rate of one and three quarter days (1.75) days per calendar month for each month, or major fraction thereof, of their service to the College. No vacation leave shall be accrued by or granted to an employee with a ten-month obligation. Employees may carry over a maximum of forty (40) days accrued vacation leave from one fiscal year into the next. Employees who leave employment with the College during the fiscal year will be paid for no more than forty (40) days accrued vacation leave.

Individuals who lose vacation credit through the fault of the College will receive compensation for their vacation time lost at their current daily rate. Upon written request, unit employees will obtain, in advance, salary to be paid during an accrued vacation period. Vacation leave may not be taken prior to its accrual except as approved by the President. No charge to vacation leave shall be made with respect to a day during which employees would not otherwise have been required to work.

11.14 Severance Pay. In case of severance in good standing after one or more years of service, such accrued vacation as may not be utilized prior to the last work day will result in accrued vacation pay included in the last paycheck.

- 11.15 Military Leave. The President of the College or designee shall grant military leave with full pay to all employees who as members of a Military Reserve or Guard unit perform ordered military duty up to a maximum of twenty-two (22) working days or thirty (30) calendar days per fiscal year. A copy of such military order shall be provided to the immediate supervisor.
- 11.16 Twelve-month employees shall be provided with five (5) days of paid leave which shall be taken as scheduled by the Board. Notice of such schedule shall be provided on or before September 1 of each year. Absent such notification, twelve-month employees may individually recommend a schedule for such days to their supervisors according to College procedures. Days not used by August 31 of each year shall not carry over into the next College year.
- 11.17 Twelve-month employees shall be provided with three (3) days of paid leave. Notice of intent to utilize such leave will be made (except in emergencies) a minimum of two (2) working days in advance, in writing, and is to be directed to the President of the College or designee through the immediate supervisor. Bargaining unit employees seeking such leave for commencement, during the week before the beginning of classes in the fall and spring semester, final registration, or during the final examination period must also specify the purpose of the leave. Only in exceptional circumstances will a notice of intent to utilize such leave be honored at these times. Days not used by August 31 of each year shall not carry over into the next College year.
- 11.18 Court Appearance. The College shall permit an employee showing proof of appearance as a witness pursuant to subpoena, to be absent without charge to leave credits during such period when required to so appear.

ARTICLE XII  
PROTECTION OF PROFESSIONAL REPUTATION

Complaints. Complaints affecting a bargaining unit employee shall be called to the employee's attention as soon as practicable. The employee shall be given the opportunity of making a written reply, which shall be attached to the file copy of the complaint. No complaint, letter or report directed against an employee shall be used in evaluating an employee unless written.

ARTICLE XIII  
HOLIDAYS

13.1 Scheduled Holidays. For the term of this Agreement, bargaining unit employees will be accorded the following holidays, with pay, where such holidays fall on a normal College work day:

Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King's Birthday
Friday After Thanksgiving	Good Friday
Christmas Day	Memorial Day
Independence Day	

13.2.A For the term of this Agreement, Twelve-month employees will be accorded the following holidays, with pay, where such holidays fall on a normal College work day:

Columbus Day	Election Day	Lincoln's Birthday
Veteran's Day	Washington's Birthday	

This section shall become effective only if and when, during the terms of this Agreement, the Association President or designee informs the President of the College or designee that all twelve-month employees will be accorded the said five holidays. In that event, the salary of each twelve-month employee shall be reduced by five (5) days at the per diem rate, as defined in sections 10.7 and 10.8, based on the base salary in effect on the effective date.

13.2.B For the term of this Agreement, ten-month Directors will be accorded the following holidays, with pay, where such holidays fall on a normal College work day: five days between Christmas Day and New Year's Day as designated by the Board. Ten-month Directors will also be accorded the holidays listed in Section 13.2.a where such holidays fall within their professional obligation.

13.3 If a listed holiday falls on a Saturday or on a Sunday, the previous Friday or the following Monday, respectively, shall be observed as the holiday.

13.4 The Board may designate an alternate holiday to any holiday which conflicts with the College calendar upon notice to employees on or before September 1<sup>st</sup> of the College year in which the holiday falls.

13.5 In the event the professional obligation requires work on any of the aforementioned holidays twelve-month employees shall have one day added to their vacation accrual for each holiday worked.

13.6 Ten-month Directors who receive advance supervisory approval to work Martin Luther King's Birthday, Good Friday or any of the holidays listed in Section 13.2.a shall accrue holiday leave in full day increments for each full day worked, but in no event shall ten-

month Directors accrue holiday leave for any work performed on a day on which the College is closed. Ten-month Directors may carry over a maximum of forty (40) days accrued holiday leave from one fiscal year into the next. Ten-month Directors who leave employment with the College during the fiscal year will be paid for no more than forty (40) days accrued holiday leave. In case of severance in good standing after one or more years of service, such accrued holiday leave as may not be utilized prior to the last work day will result in accrued holiday pay included in the last paycheck.

ARTICLE XIV  
RESIGNATION AND RETIREMENT

14.1 Resignation.

- A. A bargaining unit employee desiring to terminate his/her employment with the College may do so upon submission of written notice to the President of the College, with a copy to his/her immediate supervisor. Such notice should allow sufficient time in order to provide the continuation of College services. Bargaining unit employees who provide a minimum of 30 days' notice, unless otherwise agreed upon by the President of the College or designee and the bargaining unit employee, will be paid out any accrued and unused vacation leave in accordance with Article 11.13 and accrued and unused paid leave in Article 11.17 up to a combined total (vacation and Association leave combined) of 40 days, and accrued and unused holiday leave in accordance with Article 13.6.
- B. The following terminal benefits are available for bargaining unit employees who voluntarily terminate their services with the College:
  - (i) Health Insurance. The employee and his/her family will be covered to the end of the month in which they are removed from the payroll.
  - (ii) Retirement System. Employees with vested rights in a retirement system will retain those rights. The College will continue to make contributions to the system through the date of termination.

14.2 Retirement.

- A. Employees who were hired at the College after September 12, 2007 shall be ineligible for the retirement benefit set forth in Section 14.2.B, but shall be eligible for the health insurance benefit provided under Board Policy Number 2023 in addition to the following provisions:
  - 1. Eligibility. Employees fifty-five (55) years of age at the time of retirement and/or eligible to retire under their retirement program, and who have at least ten (10) years of service at the College, are eligible for the benefits provided herein.

2. Limitation. Effective September 1, 2014 and during each fiscal year the College shall make the provisions of this section available to no more than two (2) employees on the basis of length of service at the College.
3. Effective September 12, 2007, as a supplement to the retiree health insurance benefit referenced in Section 14.2.A of this Agreement, a sum of money equal to \$400 for each unused, accumulated day of sick leave, but not to exceed \$48,000, shall be credited to the account of the retiree to pay the retiree's share of health insurance premiums for themselves, spouse and dependents, until the sum is exhausted. If such a retiree should die before this benefit is exhausted, the remainder of the benefit shall continue to be applied to the health insurance premiums of any eligible spouse or dependent of the retiree who was covered under the College's health insurance plan at the time of the retiree's death but only until the remaining benefit is exhausted or said dependent(s) is/are no longer covered under the College's health plan for any reason. There shall be no payment made to the estate of a retiree or dependent under any circumstances.
4. Notice. Employees who wish to retire under this provision under 14.2.A.3 shall notify the Executive Director of Human Resources in writing no later than the close of business on the first business day of September of the fiscal year in which they wish to retire. The decision to retire shall become irrevocable once the retiree and the President of the College or designee have concluded a separate contract. The employee shall have fifteen (15) working days after receipt to accept and sign the contract. Failure to execute and return the contract within that period shall constitute withdrawal of notice.
5. Retirement Date. The retirement date for an eligible employee shall be December 31 of the fiscal year of notice unless the appropriate Excluded Administrator and the employee agree upon another date.
6. Disability. An employee who meets the eligibility requirements of 14.2.A.1 and who fails to give notice of retirement by the first business day of September and who is subsequently forced to retire during the fiscal year because of disability shall be allowed to submit notice after the first business day of September. If the limitation specified in 14.2.A.2 has not been reached for that fiscal year, the employee shall receive the benefits specified in this section on the employees' date of retirement. If the limitation specified in 14.2.A.2 has been reached for that fiscal year, the employee will be in the pool of employees considered for the benefits in the next fiscal year for which the benefit is available.

The Executive Director of Human Resources or designee, at its option, may require proof of disability. Proof shall consist of medical documentation satisfactory to the Executive Director of Human Resources or designee of the nature of disability requiring the employee's retirement

and/or, at the option of the Executive Director of Human Resources or designee, examination of the employee by a health care practitioner chosen by the Executive Director of Human Resources or designee. The cost of such examination shall be borne by the employee.

6. The College shall have no responsibility to notify bargaining unit employees of their potential eligibility for this benefit nor of the date by which notice is due.

B. Employees who were hired at the College on or prior to September 12, 2007.

Individuals planning to retire shall notify their immediate supervisor in writing indicating the effective date of their retirement. Such retirement notice should allow sufficient time in order to provide the continuation of College services. Retirees shall be entitled to health insurance and vacation accruals as set forth in paragraph 14.1B above. Additionally, upon retirement on or after age 55, the retirees and dependents, if covered, shall have hospitalization and medical insurance premiums paid by the College on the same basis as for bargaining unit employees at the rate of one month for each two days, or major part thereof, of accrued sick leave. Coverage shall commence the month following retirement; shall be continuous until entitlement is exhausted or shall terminate at such time as the retiree has such coverage available under other employment. Notwithstanding the foregoing, effective as of September 12, 2007, coverage will not terminate as long as the percentage of the premium cost which the retiree must pay to the new employer is greater than 20%.

- C. Electronic Access. With exclusion of access to administrative data base, a retiree shall have the same computer software privileges and access including electronic mail, network software for word processing, spread sheets and graphics available to bargaining unit employees with the same title the retiree had while employed. The retiree, if applicable, shall pay fees and costs. Computer privileges and access will continue for a period of three (3) years from the date of retirement and may be extended at the option of the President of the College or designee.

- 14.3. Employees who were hired at the College on or prior to September 12, 2007 whose retiree health insurance benefits are subsequently exhausted will receive health insurance benefits under conditions then specified by Board Policy 2023.



ARTICLE XV  
DISMISSAL AND DISCIPLINE

The College retains the right to discipline and dismiss employees for just cause. No disciplinary action shall be predicated in any act or omission of the employee which occurred more than eighteen (18) months prior to the date of the disciplinary action.

Counseling memos, which may be issued by a supervisor and without union representation, are not discipline.

Discipline may be issued in the form of a warning or a reprimand depending on the severity of the violation. All discipline shall be issued in writing, in the presence of bargaining unit representation, and shall contain a reasonably detailed description of the charges being brought against the employee. When a bargaining unit employee is issuing discipline to another bargaining unit employee, the discipline shall be made in coordination with the appropriate excluded administrative staff member.

The employee may, within ten (10) working days of the issuance of the discipline, call for a meeting for the purpose of clarification.

The employee may provide a response to the discipline to his/her supervisor and to Human Resources for inclusion within their human resources file.

The supervisor, employee, excluded administrator, and bargaining unit representation may discuss the employee's response to the discipline to explore additional remedies.

Upon notification, the employee may comply or proceed under the representation of the Association to a formal grievance regarding the accuracy of the discipline per Article XX of this Agreement.

The College may place an employee on administrative leave, with or without pay, or terminate employment.

ARTICLE XVI  
MISCELLANEOUS PROVISIONS

- 16.1 Reimbursement for Permissible Expenditures. Employees traveling on College business will be reimbursed for reasonable expenditures incurred on behalf of the College, according to guidelines adopted by the Board. Such reimbursement will include expenses for transportation, accommodations, and services which meet reasonable standards. Reimbursement will be in strict accordance with administrative procedures approved by the President of the College.
- 16.2 Tuition Waiver.
- A. The College will follow State University procedures for tuition waivers for employees taking courses at state-operated colleges of the State University of New York.
  - B. Employees shall be entitled to tuition waiver for state-aidable courses taken at Mohawk Valley Community College of six (6) credit or equivalent hours per semester and a cumulative maximum of six (6) credit or equivalent hours during the summer sessions.
  - C. Dependents (as included on the employee's Federal Income Tax return) of employees shall be entitled to a tuition waiver for any state-aidable courses taken at Mohawk Valley Community College, after contribution of any grants-in-aid up to the cost of tuition. An individual serving in the same relationship as an employee's spouse shall be entitled to such tuition waiver whether or not that individual is included on the employee's Federal Income Tax return. All such Tuition Waivers during the summer sessions shall be limited to a cumulative maximum of six (6) credit or equivalent hours. An additional three (3) credit or equivalent hours may be taken during the summer sessions on a space available basis.
  - D. The employee or dependent shall be responsible for all costs in excess of the tuition.
- 16.3 Validation of Attendance. On a bi-weekly basis bargaining unit employees will complete and submit to their immediate supervisor the attendance verification form prescribed by the College. The submission of this record, approved by the employee's immediate supervisor, will provide the College with the authority to issue regular salary checks.
- 16.4 Employees will be paid bi-weekly on dates determined by the College. Following procedures developed by the College, Human Resources and/or Payroll shall provide in writing and upon request a clear and complete explanation of payment categories, hours, and deductions. This provision is subject to limitations of the administrative software system.

ARTICLE XVII  
VACANCIES

Professional Vacancies. Human Resources shall post prominently a notice of any vacancy in a permanent full-time professional position at the College. Such notice shall be posted prior to or concurrent with publication elsewhere and shall include the duties, desirable qualifications, and the minimum salary for the position.

ARTICLE XVIII  
CONCLUSION OF NEGOTIATIONS

This Agreement is the entire agreement between the Employer and the Association; terminates all prior agreements and understandings not specifically covered under the terms of this Agreement and concludes all collective negotiations between the parties during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or other means. The Board and the Association agree to support jointly any legislative or administrative action necessary to implement the provisions of this Agreement. The Board and the Association acknowledge that except as otherwise expressly provided in this Agreement, they have fully negotiated with the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions herein above stated.

ARTICLE XIX  
SAVINGS CLAUSE

This Agreement shall be interpreted in a manner consistent with the laws; provided, however, that if any provision of this Agreement and/or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and/or applications will continue in full force and effect.

ARTICLE XX  
GRIEVANCE PROCEDURE

20.1 Definitions.

A "Grievance" is a claim by any party hereto, a bargaining unit employee or a group of bargaining unit employees alleging a violation, misinterpretation or misapplication or discriminatory application of this Agreement.

"Association" shall mean Mohawk Valley Community College Administrators Association.

"Aggrieved Party" shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.

“Party In Interest” shall mean the Association and/or party named in a grievance who is not the aggrieved party.

“Hearing Officer” shall mean any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure hereunder.

“Immediate Supervisor” shall mean the next higher level of authority above the aggrieved in the department wherein the alleged grievance occurred.

“Time limits” shall mean the number of days for processing grievances.

“Days” shall mean work days on which the College is scheduled to be in operation.

“Decisions” shall mean the ruling, determination, report, or disposition made at any step of the procedure.

## 20.2 General Provisions.

- A. Except as provided for at the informal stage, all grievances shall be in writing and include the name and position of the aggrieved party, a brief statement of the nature of the grievance, the specific provision(s) and/or section(s) of the Agreement that are alleged to have been violated, the date on which the event or occurrence first occurred or when the aggrieved first became aware thereof.
- B. Except decisions made in association with Part I of the informal stage, all decisions shall be rendered in writing at each step of the grievance procedure setting forth findings of fact conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the aggrieved party and to the parties hereto. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and/or the Association within the specific time limits shall permit the lodging of any appeal at the next stage of the procedure within five (5) days after the expiration of the period which would have been allowed for appeal had the decision been communicated by the final day.
- C. The time limits specified herein may be extended by mutual agreement.
- D. If a decision at one stage is not appealed to the next stage of the procedure within the time specified, the grievance shall be deemed to be abandoned by the grievant.
- E. Except at the informal stage (Stage 1) of the grievance procedure the aggrieved and/or representative of the aggrieved and the College shall have the right at all stages of the grievance procedure to provide testimony on their behalf and to cross-examine all witnesses and to call witnesses on their own behalf.
- F. All documents, communications and records dealing with the processing of a grievance shall be filed in a grievance file separate from the personnel file(s) of the aggrieved parties and parties in interest.

- G. A grievance may be withdrawn, in writing, at any time without prejudice or precedent.

20.3 Representation.

- A. Representation at any step of the grievance shall be limited to the Association and any other representative designated by the aggrieved except another employee organization or a representative of another employee organization or by a representative of the College.
- B. The President of the Association shall provide the Executive Director of Human Resources or designee with the name of the individual who is to be provided with a copy of all grievance decisions.
- C. The Executive Director of Human Resources or designee shall give the grievant or his/her representative and the Association at least five (5) days advance notice as to the dates and locations for all grievance hearings and/or meetings associated therewith.
- D. In any and all cases where the aggrieved party is not represented at any stage of the grievance by the Association, the hearing officer making the decision will cause to be served upon the Association a copy of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, if any, as the case may be, written arguments and briefs considered by him/her together with a copy in writing of his/her decision and all previous decisions in the proceeding.

20.4 Stages of the Grievance Procedure.

A. STAGE ONE - INFORMAL

1. Nothing contained herein will be construed as limiting the right of any employee having a grievance, to discuss the matter informally with any appropriate member of the administration and having a grievance informally adjusted, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its view of the grievance.
2. A grievance must be presented to the bargaining unit employee's immediate supervisor within twenty (20) days after the effective date of the alleged grievance occurred or when it became known.
3. A bargaining unit employee having a grievance will discuss it with his/her immediate supervisor with the object of resolving the matter informally.
4. If the grievance is not resolved informally within five (5) working days of its submission to the supervisor it shall, within seven (7) working days of submission to the supervisor be reduced to writing and presented to the

President of the College or designee. The President of the College or designee shall render a decision thereon in writing within fifteen (15) working days.

B. STAGE TWO - PRESIDENT OF THE COLLEGE

If the aggrieved party is not satisfied with the written decision rendered at the conclusion of Stage One and wishes to proceed further under this grievance procedure, he/she shall within five (5) days of the receipt of the decision at Stage One file a written appeal of the decision with the President of the College. Copies of the decision rendered at Stage One shall be submitted with such appeal. The President of the College may forward the appeal to a Joint Committee, two members of which shall be selected by the President of the College and two members of which shall be selected by the President of the Association. The committee shall hear the grievance and make a written recommendation with justification for a settlement to the President of the College within ten (10) days of the date of the hearing. The President of the College shall render a written decision with justification within ten (10) days of receipt of the recommendation of the Committee.

C. STAGE THREE - ARBITRATION

An appeal to arbitration from an unsatisfactory decision at Stage Two may be made by the Association by submission in writing to the American Arbitration Association with copy to the President of the College within ten (10) calendar days of receipt of the Stage Two determination. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply in the selection of an arbitrator and all proceedings relating to the arbitration of the grievance. The President of the Association or designee may initiate a contract grievance at this Stage Three and proceed directly to arbitration.

The arbitrator shall have no power to add or subtract from, modify, or expand the provisions of this Agreement in arriving at the determination; shall confine the decision solely to the interpretation of this Agreement; and shall not require either party to do or refrain from doing an act beyond his/her, its, or their powers, as provided by law or otherwise.

The arbitrator shall consider only the precise issue submitted for arbitration, and shall have no authority to determine any other issue or question not so submitted, nor include in the decision observations or declarations of opinion not essential to the reaching of the determination.

A record of the proceedings shall be made if requested by the College or the Association. Cost of such record shall be paid by the requesting party. All fees and expenses of the arbitrator shall be equally divided between the parties, except that each party shall bear the cost of preparing and presenting its own case.

The award of the arbitrator shall be in writing, shall be signed by the arbitrator,

and shall be final and binding on the parties and be subject only to the provisions of Article 75 of the New York Civil Practice Law and Rules.

The parties may mutually agree, in writing, to extend the time limits herein specified.

ARTICLE XXI  
TEACHING LOAD

21.1 Wherever used in this Article the term:

- A. Teaching Administrator shall mean those bargaining unit employees who normally teach as a part of their professional obligation.
- B. Non-teaching Administrator shall mean those bargaining unit employees who normally do not teach as part of their professional obligation.

21.2 The teaching load for teaching administrators shall be as set forth on Addendum B, annexed hereto and incorporated herein. All calculations of load are based on 30 credit/36 contact hour base load per academic year. Overload shall not exceed (6) credit or nine (9) contact hours per semester or total for the summer sessions except as authorized by the Vice President for Learning and Academic Affairs or designee. Non-teaching administrator overload shall not be made during the regular work day unless mutually satisfactory arrangements are made to permit the individual to meet the individual's regular obligations.

ARTICLE XXII  
MANAGEMENT RIGHTS

Except as limited by the specific and express terms of this Agreement, the Employer hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law including, but not limited to, the right to determine the purpose, mission, objectives, and policies of the College; to determine the facilities, methods, means, equipment, procedures, and personnel required to conduct the College programs; to administer the personnel system of the College, including, but not limited to, the recruitment, selection, appointment, evaluation, training, retention, reduction in force, promotion, assignment and discipline, suspension, demotion, and discharge of employees; to direct, supervise, schedule, and assign the work force; to establish standards and criteria for performance; to maintain the discipline and efficiency of the employees and the operation of the College, and to take whatever actions may be necessary or appropriate to carry out the mission of the College. All of the customary and usual rights, powers, functions, and authority possessed by management are vested in the College Administration and the College Administration shall continue to exclusively exercise such powers, duties, and responsibilities during the period of this Agreement.

ARTICLE XXIII  
PAST PRACTICES

This Agreement represents the total agreement between the parties, and the parties agree that all past practices with respect to subjects covered by this Agreement, whether expressed, inferred, or implied, which conflict with any part of this Agreement are superseded by it; past practices with respect to subjects not covered by this Agreement, if any, shall be subject to the provisions of Article XXII of this Agreement.

ARTICLE XXIV  
TERM

This Agreement shall be effective as of September 1, 2016 and remain in effect through August 31, 2018.

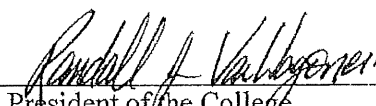


IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the dates as indicated in the manner following:

MOHAWK VALLEY COMMUNITY COLLEGE

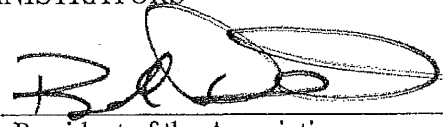
By   
Chair, Board of Trustees

Date 12/19/16

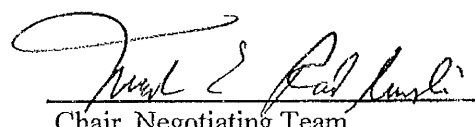
By   
President of the College

Date 12/19/16

ASSOCIATION OF MOHAWK VALLEY ADMINISTRATORS

By   
President of the Association

Date 12/15/16

By   
Chair, Negotiating Team

Date 12/16/16

COUNTY OF ONEIDA

By \_\_\_\_\_  
County Executive

Date \_\_\_\_\_

APPROVED AS TO FORM ONLY

By \_\_\_\_\_  
Oneida County Attorney's Office

Date \_\_\_\_\_

## ADDENDUM A

### ONGOING JOINT COMMITTEE

1. The President of the College and the President of the Association shall each appoint two (2) members to be part of an Ongoing Joint Committee (OJC) to review and make recommendations on new administrative positions, changes to existing Association positions, re-employment of retrenched members, and members performing coordinator duties.
2. New Administrative Positions  
The Executive Director of Human Resources or designee shall notify the President of the Association that a new position is being created, and provide the job description, rationale, and salary for the new position. The OJC shall meet within ten (10) business days of the notification. In the event the OJC cannot reach agreement on the new position, the parties' duly authorized representatives will convene to seek a resolution.
3. Changes in Job Descriptions that Entail Title and/or Salary Changes  
The Executive Director of Human Resources or designee shall notify the President of the Association that changes are being proposed to a bargaining unit employee's job description or title, and provide the rationale for the changes, and any salary adjustment occurring (see Article 6.3). The OJC shall meet within ten (10) business days of the notification. In the event the OJC cannot reach agreement on the changes to the position or title, the parties' duly authorized representatives will convene to seek a resolution.
4. Changes in Job Descriptions – No Changes in Title or Salary  
The Executive Director of Human Resources or designee shall notify the President of the Association bargaining unit employee's job description are occurring and provide the rationale for the changes (see Article 6.3). If either party determines that a meeting of the OJC is necessary, the OJC shall meet within ten (10) business days of the notification.
5. Re-employment of Retrenched members  
In accordance with Article 7.2, the Executive Director of Human Resources or designee shall notify the President of the Association that a unit position has been retrenched, or that a unit position is being reestablished, or that a vacancy occurs within the bargaining unit which the College plans to fill. The OJC shall meet within ten (10) business days of the notification
6. Coordinator Duties  
In accordance with Article 6.7, the Executive Director of Human Resources shall notify the President of the Association that a bargaining unit employee will be asked to assume coordinator duties in the absence of a coordinator who performed such duties under an established coordinator stipend agreement. The OJC shall meet within ten (10) business days of the notification.
7. This Agreement and process does not supersede the right of either party to seek redress by contractual or extra-contractual means.

ADDENDUM C  
BARGAINING UNIT POSITIONS

Level H:

- Associate Dean for Student and Residence Life
- Associate Dean for Student Development and Transition Services
- Associate Dean for Student Enrollment and Advisement
- Associate Dean of the Department for Athletics, Physical Education and Recreation
- Associate Dean of the Department for Business, Cybersecurity and Computer Sciences
- Associate Dean of the Department for Education and Language Studies
- Associate Dean of the Department for Art
- Associate Dean of the Department for Health Professions
- Associate Dean of the Department for Humanities
- Associate Dean of the Department for Mathematics and Natural Sciences
- Associate Dean of the Department for Physical Sciences, Engineering, and Applied Technologies
- Associate Dean of the Department for Social Sciences and Public Services
- Director of Facilities and Operations

Level I:

- Director of Admissions
- Director of the Airframe and Powerplant Technician Program
- Director of College Libraries
- Director of Financial Aid
- Director of Institutional Research and Analysis
- Director of Students Records/Registrar
- Director of the Learning Commons

Level J:

- Director of Career and Transfer Services
- Director for Community and Workforce Development
- Director of Civic Responsibilities and Chief Conduct Officer
- Director of Law Enforcement Programs
- Director of Student Engagement and Outreach
- Director, TRIO--Upward Bound and GEAR-UP

Level K:

- Assistant Controller
- Director of Adult Learner Services
- Director of Campus Services
- Director of Dual Credit
- Director of Education Center
- Director of Events and Guest Services
- Director of the Advanced Institute for Manufacturing
- Senior Systems Analyst

Level L:

- Adjunct and Service Learning Liaison
- Assistant Director of Communications
- Corporate Training Director
- Director of the Community-College-Connection (C3) Program
- Director of Development

ADDENDUM D

TRAVEL DISTANCE METHOD

1. The third-party method for determining travel distance referred to in Section 6.4B will be MapQuest.
2. The distance used will be the "shortest route."
3. During the term of the Agreement the parties may change the method by mutual agreement.

Sandra J. DePerno  
County Clerk

Diane B. Abraham  
1st Deputy Clerk



Deputy County Clerks  
Gary Artessa  
Brenda Breen  
Lynarda J. Girmonde  
Patricia Ferrone

## CLERK OF ONEIDA COUNTY

County Office Building • 800 Park Avenue • Utica, New York 13501

Phone: (315) 798-5776 • Fax: (315) 798-6440

January 18, 2017

FN 20 17-102

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear County Executive Picente:

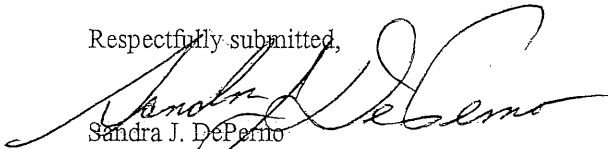
Attached for your review is a contract between Info Quick Solutions Inc. and the Oneida County Clerk's Office. Our current contract with Info Quick Solutions Inc. expires on February 28, 2017, this is a new five (5) year contract. This system, currently in use in the Clerk's Office, houses the searchable database of property information, civil court filings and all other records that are kept in the Clerk's Office.

This system is also fully Web enabled, and IQS, Inc. has developed technological advancements to keep progressing the County Clerk's Office as we are now e-filing and e-recording our records. The total cost of the contract is projected at \$899,500.00 over five (5) years.

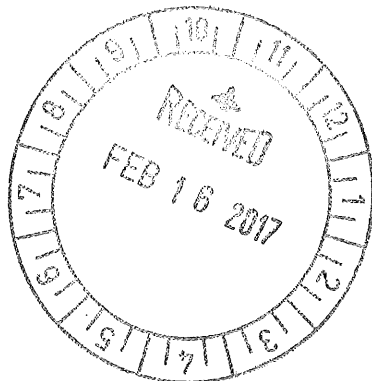
This Agreement requires Board of Legislators approval at the next meeting date.

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.

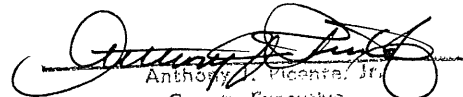
Respectfully submitted,

  
Sandra J. DePerno  
Oneida County Clerk

Cc: Kimberly Flint, Contract Administration  
Thomas Keeler, Budget Director



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

  
Anthony J. Picente, Jr.  
County Executive

Date 2/15/17

Oneida Co. Department: County Clerk

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Info Quick Solutions, Inc.  
6035 Corporate Drive  
Syracuse, New York 13057

**Title of Activity or Service:** Integrated Records Management System

**Proposed Dates of Operation:** March 1, 2017 – February 28, 2022

**Client Population/Number to be Served:** Customers of the County Clerk's Offices

**Summary Statements**

**1) Narrative Description of Proposed Services:** The vendor will provide an electronic document management system that integrates all aspects of the county clerk's office including fee management, records management for both land and court records, along with the ability to accept these records in either a digital format or a paper format and the ability to access this information on the internet and to retain the images for preservation by converting digital images to silver microfilm.

**2) Program/Service Objectives and Outcomes:** Provides accurate and efficient record management services to the public.

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

**Total Funding Requested:** \$899,500.00

**Account #A1410.495**

**Oneida County Dept. Funding Recommendation:** \$899,500.00

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

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** None

**AGREEMENT FOR  
INTEGRATED RECORDS MANAGEMENT SYSTEM**

This Agreement is made on this 1<sup>st</sup> day of March, 2017 between the County of Oneida ("County"), a municipal corporation organized under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, NY 13501 and Info Quick Solutions, Inc., a corporation organized under the laws of the State of New York, with its principal offices located at 6035 Corporate Drive, East Syracuse, New York, 13057 ("Contractor").

1. SERVICES

The Contractor shall perform the services as described in the attached proposal dated December 6, 2016. This proposal was accepted as meeting the terms of Oneida County RFP #2016-183. A copy of this proposal is attached hereto and incorporated herein.

2. PAYMENTS

- A. The County shall pay the Contractor a total not to exceed \$14,200.00 per month for a period of sixty (60) months for the services identified in Section D of the RFP. Unless specifically agreed otherwise, payment shall be made after:
- i. The submission to the Oneida County Clerk by the Contractor of a voucher, (vouchers may be submitted monthly) prepared on a duly certified County form, itemizing the services and the charges therefore; and
  - ii. The approval of the voucher by said County Clerk and audit by the County.
- B. The County shall also pay the Contractor \$1.44/roll per month, to be billed annually, for microfilm storage services for a period of five (5) years from the date of production of the microfilm roll. Unless specifically agreed otherwise, payment shall be made after:
- i. The submission to the Oneida County Clerk by the Contractor of a voucher, prepared on a duly certified County form, itemizing the services and the charges therefore; and
  - ii. The approval of the voucher by said County Clerk and audit by the County.
- C. Interest on monies advanced to the Contractor by the County and invested by the Contractor prior to payment for an authorized expense shall belong to the County and may be deducted from any payment coming due to the Contractor, or shall be reimbursed to the County by the Contractor upon demand by the County.

### 3. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants to the County that:

- A. The Contractor is licensed to the extent required by law and has the knowledge and experience necessary to perform the services specified in this Agreement.
- B. The Contractor has not been convicted of a crime under the laws of the United States or of any state; that the Contractor has not been disqualified from performing any contract funded by the United States or the State of New York and that there is no proceeding pending or threatened against the Contractor by either government.
- C. No officer or employee of the County has an interest in this agreement which would disqualify the Contractor from performing this Agreement and receiving payment therefore.
- D. The Contractor's facilities, if used in the performance of this Agreement, are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations.

### 4. APPROPRIATIONS

If this Agreement is funded by a grant or contract between the County and the State or Federal governments or is otherwise subject to legislative appropriation, the County shall not be liable beyond the funds authorized by such legislation or provided by the County, State or Federal governments. In the event that such funding shall be terminated or reduced, this Agreement shall end on the effective date of notice of termination. The County shall remain liable for all charges and expenses incurred prior to the date of termination of funds. If funding is reduced below the level authorized by the County and the parties do not desire to terminate this Agreement, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the County to the Contractor.

### 5. AUDIT

- A. 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, which shall at no point be a period of less than six(6) years.
- B. 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.

- C. 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.

## 6. INSURANCE

- A. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

- i. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.

- a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

- b. The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).

- ii. Workers Compensation and Employers Liability

- a. Statutory limits apply.

iii. Automobile Liability

- a. Business Auto Liability with limits of at least \$1,000,000 each accident.
- b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c. Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

iv. Commercial Umbrella

- a. Umbrella limits must be at least \$1,000,000.
- b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

v. Professional Liability

- a. Professional Liability limits must be at least \$1,000,000.
- b. Professional Liability coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Professional Liability coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

B. **Waiver of Subrogation**: the Contractor waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

- C. **Certificates of Insurance**: Prior to the start of any work, the Contractor shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.
- D. To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:
- i. Policy retroactive dates coincide with or precede the Contractor's start of the performance of the services (including subsequent policies purchased as renewals or replacements);
  - ii. The Contractor will maintain similar insurance for at least five (5) years following final acceptance of the services;
  - iii. If the insurance is terminated for any reason, the Contractor agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County;
  - iv. Immediate notice shall be given to the County through the County's Commissioner of Finance of circumstances or incidents that might give rise to future claims with respect to the services performed under this Agreement; and
  - v. Contractor shall obtain replacement insurance within thirty days, in the absence of which Contractor shall be in breach of this Agreement.

## 7. INDEMNIFICATION

- A. To the fullest extent permitted by applicable law, the Contractor shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives, from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic

damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by the County caused by any negligent act or omission, or intentional misconduct of the Contractor, its officers, agents, subcontractors, employees (including Contractor's Authorized Personnel) arising out of or in connection with the exercise by Contractor or any of Contractor's Authorized Personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of the County, and/or its officers, agents and employees. subcontractors or affiliates.

- B. To the fullest extent permitted by applicable law, the County shall indemnify and hold harmless, and at Contractor's option, defend, Contractor, and/or its officers, directors, members, agents, employees, subcontractors and other representatives, from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by the Contractor caused by any negligent act or omission, or intentional misconduct of the County, its officers, agents, employees (including the County's Authorized Personnel) arising out of or in connection with the exercise by the County or any of the County's Authorized Personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of the Contractor, and/or its officers, agents and employees, subcontractors or affiliates.

#### 8. MONITORING OF PERFORMANCE

The County shall have the right during the term of this Agreement and for the period limited by the applicable statute of limitations, in any event a period of no less than six (6) years, to ensure that the services to be provided by the Contractor have been provided as agreed. The Contractor hereby consents to the examination of the Contractor's records and agrees to provide to or permit the County to obtain copies of any documents relating to the performance of this Agreement. The Contractor shall maintain all records required by this paragraph for seven years after the date this agreement is terminated or ends.

#### 9. ASSIGNMENT AND SUBCONTRACTING

This Agreement is binding on the heirs, successors, and assigns of the parties. The Contractor shall not assign any of its rights, interests, or obligations under this agreement, or subcontract any of the services to be performed by it under this Agreement, without the prior express written consent of the County.

10. PERFORMANCE OF SERVICES

- A. The Contractor represents that the Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. The Contractor shall use the Contractor's best efforts to perform the Services such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the location, method, details and means of performing the services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.
- B. The Contractor may, at the Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.
- C. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

11. INDEPENDENT CONTRACTOR

- A. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of an Independent Contractor. The Contractor and its Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor and its Assistants, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that neither it, nor any of its Assistants, shall hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- B. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work

arrangements during the term of this Agreement, and may continue to make its services available to the public.

- C. The Contractor and its Assistants shall not be eligible for compensation from the County 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.
- D. The Contractor acknowledges and agrees that neither the Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.
- E. The Contractor shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding 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 shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.
- F. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- G. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the County 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.
- H. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

## 12. EXPENSES

The Contractor is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

### 13. TRAINING

Neither the Contractor, nor its Assistants, shall be required to attend or undergo any training by the County. The Contractor shall be fully responsible for all training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

### 14. ADVICE OF COUNSEL

Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

### 15. DEFAULT

A. The Contractor shall be in default upon:

- i. Its failure to comply with any term or condition of this Agreement;
- ii. The filing by or against the Contractor of a petition in bankruptcy or under any law relating to insolvency;
- iii. Its failure to comply with any statute or regulation applicable to the performance of this Agreement;
- iv. The determination that any representation or certification made under this Agreement is untrue;
- v. Failure to maintain adequate insurance; OR
- vi. Failure to maintain adequate books and records.

B. If the Contractor defaults, the County may, at its option:

- i. Terminate this Agreement;
- ii. Recover counsel fees and all costs incurred to enforce this Agreement;
- iii. Obtain replacement goods or services and hold the Contractor responsible for the replacement costs or expenses; OR
- iv. Pursue such other remedies as may be available under law or this Agreement.

C. Please note, all remedies available to the County under Section 15(B), above, are cumulative.

16. TERMINATION

A. The County may, by written notice to the Contractor effective upon delivery pursuant to the notification terms in Section 18 below, terminate this Agreement at any time upon the Contractor's default. Either party may terminate this Agreement without cause by giving 30 days' written notice to the other party.

B. Upon termination of this Agreement, the Contractor shall comply with all County close-out procedures, including, but not limited to:

- i. Accounting for and refunding to the County within 30 days, any unexpended funds which have been paid to the Contractor pursuant to this Agreement;
- ii. Not incur any further obligations pursuant to this Agreement after the termination date;
- iii. Submit to the County, within 30 days of termination, a full report of receipts and expenditures of funds, program activities, and obstacles, if any, attendant to Contractor's performance of this Agreement; and
- iv. Furnishing within 30 days an inventory to the County of all equipment, appurtenances and property purchased by the Contractor through or provided under this Agreement, and carrying out any County directive concerning the disposition thereof.

C. If the County terminates this Agreement for cause, the County may procure, upon such terms and in such manner as it deems appropriate, services similar to those so terminated, and any services so procured by the County to complete the services herein will be charged to the Contractor and/or set off against any sums due the Contractor.

D. Notwithstanding any other provisions of this Agreement, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of the Agreement or failure to perform in accordance with applicable professional standards, and the County may withhold payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the County from the Contractor is determined. The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.



17. 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. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions). No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

18. NOTICES

All notices required by this Agreement shall be sent to the addresses set forth above. Notices by the Contractor shall be addressed to the County Clerk, with a copy to the Oneida County Attorney. Notices shall be personally delivered or mailed by certified mail, return receipt requested. The parties may give written notice of a change of address. Notices may be given by facsimile transmission, provided that notice is also mailed within 24 hours thereafter. Notice shall be deemed to be received at the time of receipt of the facsimile transmission.

19. NON-DISCRIMINATION

- A. The Contractor acknowledges receipt of a copy of the County Equal Employment Opportunity Statement, a copy of which is reproduced below. The Contractor assures the County of Oneida that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Contractor understands and agrees that the understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Contractor from future contracts with the County. The Contractor certifies to the County that there is no pending or outstanding decision, ruling or order against the Contractor finding the Contractor in violation of laws against discrimination nor is any such action pending or threatened.
- B. The provisions of this paragraph shall apply to all of the Contractor's subcontractors, and the Contractor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this agreement. This subparagraph shall not be construed to limit the applicability of any portion of this rider or the agreement to subcontractors.

C. **EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT:**

The County of Oneida will take positive action to ensure equal employment opportunity without regard to age, race, religion, creed, color, national origin, sex, disability, marital status, and other non-merit factors in compliance with state and federal law.

The activities encompassed by the Affirmative Action Plan include advertising, recruiting, interviewing, testing, training, transfers, compensation, promotion, discipline, termination, employee benefits, supplier relations, access to programmatic benefits, and maintenance of Oneida County facilities on a non-discriminatory basis.

Oneida County will employ all necessary procedures to ensure that this employment policy continues to be fully supported and expects that all elected or appointed department heads, in all activities, undertake a personal commitment to assure themselves that the principles of equal employment opportunity are fully implemented in every action they take.

20. GOVERNING LAW AND CHOICE OF FORUM

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

17. AUTHORIZATION

This agreement is authorized by Resolution No. \_\_\_\_ adopted by the Oneida County Legislature on \_\_\_\_.

*[The remainder of this page has been purposely left blank]*

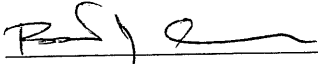
IN WITNESS WHEREOF, the County and the Contractor have caused this Agreement to be executed.

For Oneida County:

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

\_\_\_\_\_  
Date

For the Contractor:

  
\_\_\_\_\_  
Bernard J. Owens  
Chief Executive Officer

2.9.17  
\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Robert E. Pronteau  
Assistant County Attorney

## STANDARD ONEIDA COUNTY CONTRACT 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, and 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. Executory 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 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, an 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 indicted 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 any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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



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

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

**5. Non-Assignment Clause.**

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

**6. Workers' 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

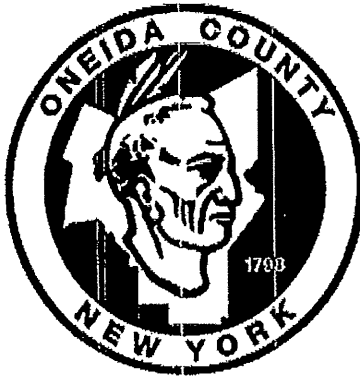
responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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.

COPY

Response to Request for Proposal  
Oneida County Clerk's Office Electronic Document Management  
System RFP # 2016-183



Hon. Sandra J. DePerno  
County Clerk  
Oneida County Clerk's Office  
800 Park Avenue  
Utica, NY 13501

December 8, 2016





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## A. Company Profile and History

### Philosophy Statement

Info Quick Solutions (IQS) is a provider of innovative records management solutions for a wide variety of municipal customers. IQS assists recording offices by streamlining document recording processes through the provision of expert consultation, state-of-the-art indexing and imaging software, disaster recovery services, and back file conversion solutions.

### Company Description

Info Quick Solutions, Inc. (IQS) is a privately held, debt free New York State Corporation specializing in records management services. IQS was incorporated in 1999. Its founder, Bernie Owens, has over 30 years of experience in the records management field. Before starting IQS, Mr. Owens was the president of the largest land records services provider in the United States. He has overseen numerous industry innovations and improvements throughout his career.

IQS currently provides a wide range of records management solutions to municipalities of all sizes in New York, Pennsylvania, Connecticut, Maine, and New Jersey. IQS has successfully managed numerous projects, using micrographics, imaging, and indexing to develop the most cost effective, creative, and practical records management solutions for our customers.

In 2006, IQS launched its Land Records Management System, **Solution**. Since then, we have successfully completed over 70 installations, including 27 in New York, making us one of the fastest growing land records companies in the nation.

IQS facility operations include a state of the art microfilming and imaging lab, indexing department, support center, computer programming staff, and data center. IQS also operates a secure, climate controlled data and microfilm storage bunker in Romulus New York. IQS continues to grow and increase both the depth and breadth of services in response to customers' needs and the desire to develop new and innovative approaches. IQS currently employs approximately 60 individuals, representing many years of experience in the records management field.

### Commitment to New York

We believe focus is critical to the delivery of excellent products and services. IQS is based in New York and has demonstrated a commitment to New York as evidenced by our explosive growth in the State.



## **B. Proposed Solution**

### *System Overview*

The proposed system, Solution, is a multi-tier application designed using Microsoft .Net technologies. The application logic resides in modules that are independent of both the database and the user interface. This architecture allows functionality to be delivered to both Windows desktop clients and intranet/internet Web clients.

The application security model uses a familiar users and groups structure. User access to screens and/or specific functions on a screen is easily controlled within the system. Sealed documents require users to have additional security credentials.

The system requires login ID and password for access. Security levels are controlled by the system administrator through the use of the Administrative interface within the program. Passwords may be set with a variety of controls such as password expiration, lockout after unsuccessful logins, etc. Various access levels are granted for processing rights such as scanning, indexing, cashiering, reporting, and searching. Additional access levels are granted for supervisory functions such as voiding, revising/editing transactions, rescanning, deleting records, etc. The system maintains extensive audit logs which record all modifications made to transactions and the administrative tables. Desktop items, keyboard shortcuts, and applications can be disabled, preventing public users from the unauthorized use of programs on the public terminals.

### *Workflow*

The system features a flexible workflow which may be adjusted as the situation demands. Administrators may easily identify the current status of all documents via a real time "Work Status" console which facilitates ad hoc adjustments to workflows.

Scanning of documents can be performed at any time during the workflow, including prior to recording.

### *Data Entry*

Data entry screens are optimized for efficiency and accuracy. Where appropriate, data fields have auto-fill or select lists to minimize keystrokes. Repeated data may be carried over from one screen to the next, from one document to the next, or held in a clipboard ring. Validation and auto-cleanup rules may be applied to fields to ensure consistency of data. Document screens automatically reconfigure to show fields specific to the current document.



### *Index Verification*

Solution contains a blind key, sight key, or combination verification modules whereby users retrieve previously indexed documents and key them from the document images. Once completed, the program guides the user through a series of steps whereby the 2 indexed datasets are compared for accuracy. Discrepancies are flagged and the user is able to either select one of the entries or enter another entry altogether. The system also supports a sight verification process.

### *Reporting*

The application uses Crystal Reports as the main report engine. Reports may be printed or exported in several formats including Microsoft Word, Excel, ASCII and PDF. The Report Explorer module categorizes and displays the authorized reports for each user.

Any number of reports may be defined. Reports may be added or removed at any time.

### *Fees*

Fee formulas may be configured for document groups or for an individual document type. Fee line items may be exempted or overridden. Pricing for fees (i.e. cost per page, per name, etc) is easily changed by an authorized user. Receipts print any desired level of detail.

### *Public Printing*

Escrow accounts may be setup for frequent customers. This allows charges to be deducted and print copies to be directed to public printers. Printing for the general public can be directed to a printer behind the counter so that copies can be certified or cash fees collected.

IQS is also able to integrate a variety of print control products that currently exist in the County.

### *Microfilm Archive*

Additions or changes to document images are logged by the system. These modified images may be categorized, sorted and exported for microfilm processing. Microfilm remains the standard archival medium for permanent records. The proposed system supports an automated method to prepare scanned images for conversion to archival microfilm. IQS has converted millions of pages of digital images to microfilm and has developed proven methods to ensure that all data is successfully captured.



#### *Web Access*

The system includes an internet access component. Images and data from the County's in-house production server are replicated and stored on a separate server which is housed and maintained at our Liverpool, NY facility. IQS provides all customer support and web maintenance. Additionally, the facility contains an automatic natural gas generator in the event of a power failure.

#### *Training/Support/Licensing*

Unlimited training, support, and licensing will be provided throughout the contract period at no additional cost to the County.

#### *Hardware*

IQS installs name brand, high quality equipment such as HP and Fujitsu. IQS does not, as a rule, list specific model numbers since they frequently change. IQS will meet or exceed the minimum current configuration.

#### *Thank A Vet Program*

The system includes a card based Veterans' ID card program.

#### *E-Recording/E-Filing*

The proposed system supports the seamless integration of E-Recording/E-Filing and is operational in New York, Pennsylvania, New Jersey, and Connecticut.

The E-Filing module integrates with the NYCEF system to allow seamless integration. This program is being used in Cortland, Essex, Broome, Oneida, and Orange Counties.

#### *Passport Module*

Passport transmittal module whereby passport applications and transmittals may be processed and printed for submission to the Department of State.

#### *Real Property Module*

The Real Property module is provided whereby transfer and RP 5217 documents may be electronically submitted to the Real Property office for review and delivery to local assessors.



### *E-Filing of NYS Tax Warrants*

IQS has partnered with NYS Tax and Finance to receive Tax Warrants, Satisfactions, and Vacates electronically saving the County a tremendous amount of time. The system is currently operational in Albany County with additional counties coming on board this year. IQS can also accept any other defined document electronically at the County's request.

### **Proposed Application Software and Computing Environment**

#### Software Program/Database

The program is written in Microsoft .NET and uses an Oracle database. The server uses Windows Server 2012 or higher and the workstation operating system is Windows 7 Pro or higher.

#### Cashiering

The system contains a fully integrated cashiering module. All tax and fee calculation methods are supported.

Main features include:

- Ability to optionally fully index a document at the counter
- Ability to optionally scan at the counter
- Easily rearrange documents on a receipt prior to recording
- Ability to quickly enter multiple documents of the same type (i.e. Tax liens)
- Ability to suspend a transaction
- Ability to automatically generate rejection letters
- Ability to automatically generate certified copies
- Simple one click method to manage apportionments
- Integration with Quick Books

#### Indexing

Indexing may be performed at either the cashiering stage or later. The indexing module features a queue whereby the user either predefines attributes of the documents to be indexed (i.e. deeds only) or can simply request the next document in the queue.

Main features include:

- Optimized screen layout for indexing from the scanned image
- Dual monitor support
- Multiple devices to facilitate more efficient indexing (lookup tables, repeat keys, etc.)
- User defined filters for record selection
- One click access to view document receipt from the screen
- Easily regenerate a cover page from the indexing screen when information initially entered at the counter was inaccurate



### Verification

The verification module provides ultimate flexibility for the user. The system supports sight, key, and combination verification options. Selection criteria may be defined by the user in the same manner as the indexing module.

Main features include:

- Optimized screen layout for verifying from the scanned image
- Dual monitor support
- User defined filters for record selection
- One click access to view document receipt from the screen
- Easily regenerate a cover page from the indexing screen when information initially entered at the counter was inaccurate

### Imaging

The system supports scanning during any point in the workflow. The system supports both single and batch scanning. The scanning module contains numerous auto and manual cleanup functions as well as blank page skip and auto page length detection. The system also features the ability to categorize helper documents such as RP5217, TP, and affidavits whereby the documents can be scanned along with the document but hidden from the public.

### Reporting

The application uses Crystal Reports as the main report engine. Reports may be printed or exported in several formats including Microsoft Word, Excel, ASCII and PDF. The Report Explorer module categorizes and displays the authorized reports for each user. Reports may be archived for future reference.

Any number of reports may be defined. IQS will develop custom reports as needed at no extra cost to the County.

### Public Inquiry

The public search module is simple enough for the average user, yet powerful enough for the professional.

Main features include:

- Ability to view results in index or document mode
- Ability to simultaneously search multiple names, document types, municipalities
- Ability to search names on both sides of a document (i.e. Deed where John Smith is the Grantor and Mary Jones is the Grantee)
- Document cart for easy printing of entire documents or specific pages
- Supports escrow or drawdown accounts for document printing



### Efiling/ERecording

The proposed system supports the seamless integration of both Efilng and ERecording. IQS is currently E-Recording with 16 New York counties, including Essex and E-Filing with 7 New York counties, including Essex.

### Website

IQS provides web access to documents via a revenue sharing arrangement with the County. IQS provides hosting, support, training, enrolment, and billing of all users.

### Hardware

The proposed solution operates in a client server environment. The proposed system will not change from its current network configuration. IQS will be providing installation and support of all needed hardware.

### Ongoing Support

IQS provides unlimited training and support for the duration of the contract. This includes both on and off site methods depending upon the situation.

IQS also provides toll free support from 8AM to 5:00 PM EST Monday through Friday.

### Maintenance Program (SLA)

IQS currently provides toll free telephone hardware and software support M-F from 8AM to 5:00PM EST. Support is also available through e-mail. IQS is only 90 minutes away from the Town Clerk's office, enabling quick on-site support if needed. Please refer to the support procedure below:

- Call or e-mail is received by technical support personnel
- Severity level is determined
- Support specialist responds within required time frame
- Problem resolution

IQS responds to support calls in relation to problem severity. For example, mission critical failures such as the system being down will receive immediate action. IQS will respond to less severe issues within 1 hour. As part of our agreement, we directly support all software and hardware that we install as part of the system.

IQS utilizes various methods to keep customers current with any system changes or updates. Through user group meetings, our web site, and e-mail, we provide information regarding such



changes. When updates become available, IQS will contact the Town Clerk to determine the best method to deliver the update or change. Updates could be delivered either remotely or on-site.

### Backup Procedures

#### *Images*

Images as scanned are immediately backed up to a USB backup drive on the server; they are also simultaneously pushed across the internet to our FTP site. Once a day those images are then backed up from our storage server over to our NAS. At the end of each month IQS verifies that the files balance.

#### *Database*

IQS runs scripts that dumps the database out to a file, and then FTP's it back to servers at IQS. There is also a copy of the dump file that gets transferred over to an external hard drive.

There is also a copy on the County server, an external in their office, a copy on servers at the IQS datacenter, as well as a copy at the IQS colocation site.

Our customers are not dependent upon IQS to run on a day to day basis. All processing is done at the client site. IQS maintains redundant FIOS lines as well as a gas fired backup generator.





## C. Responses to RFP Requirements

### I. FINANCIAL MANAGEMENT

#### CASHIERING/BANKING

- All fees collected by the Oneida County Clerk's Office in accordance with New York State and Local Laws must be receipted by the system and disbursed to the appropriate accounts.
- Deposits made shall be documented by the system automatically in a financial log.
- Payments shall be linked by the system to monthly reports in a financial log.
- Checks shall be logged by the system in sequential order and printed with information gathered from each mandatory monthly report.
- The system must allow for additional entries in the financial log for reimbursement checks, etc.
- Fees must be receipted by cash, check or credit card.
- Search of payments and fees collected must be enabled by: Date of payment

Method of payment Amount of payment Payee

Receipt number

*The proposed system features a robust cashiering system which contains many checks and balances for auditing purposes. All above requirements are met by the proposed system.*

#### FINANCIAL REPORTS

- Fees collected must be accounted for by the system on a daily receipt report
- Fees collected must be disbursed by the system on a daily basis to all reports that are mandated by the state and local laws, including but not limited to the following:

Judicial

NYSORPS (New York State Office of Real Property Services) Commissioner of Education

Bails

Fines, Surcharges, DNA , etc

Mortgage tax (monthly and semi-annual) Notary

Passports Transfer Tax County Treasurer

National Passport Agency

- System must have the ability to send these reports electronically.
- System must be flexible enough to add reports as needed at no additional cost.

*The proposed system meets the above reporting specifications. IQS includes custom reporting at no additional charge to the County. Reports may also be exported and sent electronically in many common formats such as PDF, Excel, and delimited.*



## **II. DOCUMENT MANAGEMENT**

### **RECORDING/FILING/INDEXING**

- System must have the ability to scan, accept and index documents presented either in paper or in digital format.

***In addition to paper documents, the proposed system can import many common image formats automatically into the system such as PDF, Word, and JPEG.***

- System must have the ability to convert images to a format that is acceptable by the system.

***The proposed system meets this requirement***

- Scanned/digitized images must have the ability to be indexed, searched and retrieved by:

Name Date

Document class

Recording number, receipt number or index number

- The system must have the ability to scan additional documents at a later date under the previously assigned recording number, receipt number or index number.
- The system must be capable of indexing documents in both a public view method and a confidential method allowing clerks to have access.
- System must have software that will detect a potentially confidential sequence of numbers and alert the clerk of its existence.
- System must have the ability to scan and retain a hidden image viewable only by clerk staff.
- System must have the ability to read, by hand held scanner, a universal barcode, and populate the index screen with the encrypted data.
- System must be able to accept electronic recordings.

***The proposed system meets the above requirements.***

### **COURT FILINGS**

- System must have the ability to accept and convert to electronic image an unlimited amount of filings.
- System must have the ability to assign index numbers in a numerically consecutive order.
- System must have the ability to add an unlimited number of docket items under each assigned index number.
- System must have the ability to designate each confidential filing as such, and disable the ability to publicly view the documents.
- System must have the ability to seal from view documents within a previously- designated confidential filing.



- System must have the ability to receive electronic filings from the New York State Court's Electronic Filing (NYSCEF) system.

*The proposed system meets the above specifications. The proposed system is currently operational for E-Filing in Oneida County.*

#### **PUBLIC ACCESS PRINTING**

- System must have the ability to establish accounts for customers printing in the County Clerk's Office, as well as printing for the general public from the public access terminals.

*The proposed system supports drawdown accounts as described above and is operational in Oneida County.*

#### **INTERNET CAPABILITIES**

- Must provide internet access to Public Land and Court records within 24 hours of verification by county clerk staff.
- Internet access must be available 24 hours a day, 7 days a week with a generator back-up in the event of a power failure.
- Internet support for the public will be provided by the vendor.

*The proposed system meets the above requirements and is currently operational in Oneida County.*

#### **SUPPORT**

- Must provide technical support from 8:00am to 4:30pm, Monday through Friday.
- All upgrades must be included throughout the contract at no additional costs.
- Training is to be provided within one week of installation of the system, and periodically as needed.
- Back- ups must be done at least within 24 hours of data entry. In addition to the on-site server, at least one offsite server with a generator back-up is required.

*The above requirements are met.*

#### **DATA CONVERSION**

- The proposal must include the conversion of all images and data on the current Electronic Document Management System

*IQS acknowledges the above.*



### **ARCHIVAL PRESERVATION**

- The proposal must include the creation of microfilm from digital images.

*Microfilm creation is included.*

**Vendor must possess its own temperature- and climate-controlled off- site archival storage bunker.**

*IQS currently maintains an offsite temperature and humidity controlled archival facility in Romulus NY. IQS currently stores thousands of rolls of microfilm, including the Oneida County Clerk's Office.*

### **COMPATIBILITY WITH COUNTY INFORMATION TECHNOLOGY (IT) DEPARTMENT (CENTRAL SERVICES)**

- Vendor must provide written recommendations from other County's IT Departments regarding the ability to work in coordination with them on issues that may arise concerning services provided by the vendor through the local county network.
- Recommendations should be from other New York State County IT Departments and include name and phone number for each.
- Vendors are required to provide their written Service Level Agreement with the proposal.

*Please refer to Support Section above.*

- The successful vendor will be required to sign Oneida County's Terms and Conditions for Software as a Service. (Attached)

*IQS has developed a positive working relationship with the Oneida County IT Department. We have successfully coordinated moving the County Clerk's operations to a different floor in the County building as well as a server and hardware upgrade project.*

*IQS has also worked successfully with many other IT Departments throughout New York State. In addition to the IT references in Section E., please refer to a written recommendation from the Albany County CIO, Perry Blanchard contained in the Appendix of this proposal.*

### **EQUIPMENT/HARDWARE/SOFTWARE**

Fifteen (15) Workstations

Each workstation should include:

- Monitor
- PC
- Scanner
- Printer
- Mouse



- Keyboard
- Receipt printer/Check endorser
- Label Maker
- Bar code wand reader

Ten (10) Public Access Stations Each station should include:

- Monitor
- PC
- Keyboards
- Mouse
- Must integrate with Toshiba printer/copier
- One station with a scanner

*Equipment is included in the proposal.*

### **III. QUOTED PRICE MUST INCLUDE**

- Server licenses
- Data base licenses
- Workstation licenses
- Recording software must included unlimited licensing
- Must have the ability to integrate with county network
- Must be able to incorporate currently used applications (list provided on request)
- Must include redaction software for systems publicly accessed
- A minimum of twenty-four (24) hour back-up of information
- Must provide modifications to program per state/local/federal mandates including but not limited to redaction, e-recording and e-filing

*Please refer to Section D. for pricing information.*

*Vendor must support all hardware for the length of the contract and replace as necessary at no additional cost.*

*IQS provides support and replacement of all hardware as necessary throughout the contract period at no additional charge.*



**D. Pricing**

IQS proposes a turnkey solution to provide the following:

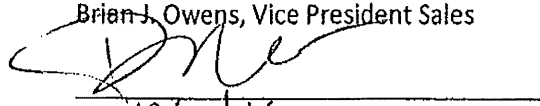
1. Complete document management system.
2. Remote back-up.
3. All required hardware including computers for all Clerk staff and public access stations, scanners, printers, bar code printers, handheld bar code scanners, and server. Vendor will maintain, ownership and, maintenance responsibility of the equipment which must be included in the proposal pricing.
4. All licenses.
5. Modifications and updates to system programs required per state/local/federal mandates including but not limited to redaction and electronic recording and filing.
6. Education and training on the system. Education and training shall include on-site education and training of all County employees who will work with the land and court records system as well as interested court and abstract companies. The education and training will be adapted to the needs of the employees to ensure each employee is fully prepared to use the system.
7. Ongoing support of the entire system, including hardware and software, during the term of the contract. Such support shall be performed to the satisfaction of the County.
8. Image to microfilm conversion.
9. Web Access

**Complete system requirements as noted in this RFP \$14,200.00/mo.**

*Optional Services:*

Index Verification	\$0.80/document
Full Service Indexing	\$1.50/document

**Name of Responding Vendor:** Info Quick Solutions, Inc.  
**Address of Responding Vendor:** 7460 Morgan Road, Liverpool, NY 13090  
**Name of Authorized Agent:** Brian J. Owens, Vice President Sales

**Signature of Authorized Agent:**   
**Date of Signature:** 12/6/16



## E. References

### County Clerk

#### *Allegany County, NY*

Robert Christman, County Clerk  
7 Court Street, Belmont, NY 14813  
Ph: 585-268-9270  
E-mail: christr@alleganyco.com

#### *Chautauqua County, NY*

Larry Barmore, County Clerk  
1 North Erie Street, Mayville, New York 14757  
Ph: 716-753-4331  
E-mail: barmorel@co.chautauqua.ny.us

#### *Cortland County, NY*

Elizabeth Larkin, County Clerk  
46 Greenbush Street, Cortland, New York 13045  
Ph: 607-753-5021  
E-Mail: elarkin@cortland-co.org

#### *Essex County, NY*

Joseph A. Provoncha, County Clerk  
7559 Court Street, Elizabethtown, NY 12932  
Ph: 518-873-3604  
E-Mail: JPROVONC@courts.state.ny.us

#### *Franklin County, NY*

Kip Cassavaw, County Clerk  
355 W. Main Street, Malone, NY 12953  
Ph: 518-481-1681  
E-Mail: kcassava@co.franklin.ny.us



*Fulton County, NY*

Ann L. Nickloy, County Clerk  
223 West Main St, Johnstown, NY 12095  
Ph: 518-736-5555  
E-Mail: anickloy@co.fulton.ny.us

*Hamilton County, NY*

Jane Zarecki, County Clerk  
102 County View Drive, Lake Pleasant, NY 12108  
Ph: 518-548-7111  
E-Mail: jzarecki@klink.net

*Jefferson County, NY*

Giselle Meeks, County Clerk  
175 Arsenal Street, Watertown, NY 13601  
Ph: 315-785-3081  
E-Mail: gmeeks@co.jefferson.ny.us

*Lewis County, NY*

Linda Hoskins, County Clerk  
Lewis County Courthouse, Lowville, NY 13367  
Ph: 315-376-5333  
E-Mail: lhoskins@lewiscountyny.org

*Madison County, NY*

Denise Roe, County Clerk  
County Office Building, Wampsville, NY 13163  
Ph: 315-366-2261  
E-Mail: denise.roe@madisoncounty.ny.gov  
*Montgomery County, NY*

Helen Bartone, County Clerk  
64 Broadway, Fonda, NY 12068  
Ph: 518-853-1111  
E-Mail: hbartone@co.montgomery.ny.us





*Niagara County, NY*

Joseph Jastrzemski, Niagara County Clerk  
800 Park Street, Lockport, NY 14095  
Ph: 716-439-7024  
E-Mail: joseph.jastrzemski@niagaracounty.com

*Oneida County, NY*

Sandra DePerno, County Clerk  
800 Park Avenue, Utica, New York 13501  
Ph: 315-798-5776  
E-Mail: countyclerk@ocgov.net

*Orange County, NY*

Annie Rabbitt, County Clerk  
4 Glenmere Cove Rd., Goshen, NY 10924  
Ph: 845-291-2690  
E-Mail: arabbitt@orangecountygov.com

*Oswego County, NY*

Michael Backus, County Clerk  
46 E. Bridge St, Oswego, NY 13126  
Ph: 315-349-8610  
E-Mail: mbackus@oswegocounty.com

*Otsego County, NY*

Kathy Sinott Gardner, County Clerk  
197 Main St, Cooperstown, NY 13326  
Ph: 607-547-4275  
E-Mail: GardnerK@otsegocounty.com

*Saratoga County, NY*

Craig Hayner, County Clerk  
40 McMaster Street, Ballston Spa, NY 12020  
Ph: 518-885-2213  
E-Mail: chayner@saratogacountyny.gov



*St. Lawrence County, NY*

Mary Lou Rupp, St. Lawrence County Clerk  
48 Court Street, Canton, New York 13617  
Ph: 315-379-2237  
E-Mail: MRupp@co.st-lawrence.ny.us

*Warren County, NY*

Pamela Vogel  
1340 State Route 9, Lake George NY 12845  
Ph: 518-761-6432  
E-Mail: vogelp@warrencountyny.gov



## F. Appendix



Brian Owens &lt;briano@iqsworks.com&gt;

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**Recommendation**

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**Blanchard, Perry** <Perry.Blanchard@albanycountyny.gov>  
To: Brian Owens <briano@iqsworks.com>

Fri, Nov 4, 2016 at 4:57 PM

Hi Brian,

Please let me know what format you may need the recommendation in. Here is my response, please let me know if it is adequate for your needs as we had no issues.

The Albany County Division of Information Services worked with the IQS staff to assist with the installation of client software and data migration for the IQS Online property records system. All work was done in a professional, efficient and timely manner. These requests included information regarding technical specs, data migration procedure and testing.

Thank you.

Perry

Perry J. Blanchard  
Chief Information Officer  
Albany County Division of Information Services  
(518) 447-4962  
Perry.Blanchard@albanycountyny.gov

**From:** Brian Owens [mailto:briano@iqsworks.com]  
**Sent:** Thursday, November 3, 2016 8:56 AM  
**To:** Blanchard, Perry <Perry.Blanchard@albanycountyny.gov>  
**Subject:** Recommendation

Good morning Perry,

[Quoted text hidden]

12/6/2016

Info Quick Solutions Mail - Recommendation

Confidentiality Notice: This fax/e-mail transmission, with accompanying records, is intended only for the use of the individual or entity to which it is addressed and may contain confidential and/or privileged information belonging to the sender, including individually identifiable health information subject to the privacy and security provisions of HIPAA. This information may be protected by pertinent privilege(s), e.g., attorney-client, doctor-patient, HIPAA etc., which will be enforced to the fullest extent of the law. If you are not the intended recipient, you are hereby notified that any examination, analysis, disclosure, copying, dissemination, distribution, sharing, or use of the information in this transmission is strictly prohibited. If you have received this message and associated documents in error, please notify the sender immediately for instructions. If this message was received by e-mail, please delete the original message.



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street  
Suite 200  
Oriskany, New York 13424

Phone: (315) 768-3660  
Fax: (315) 768-3670  
Website: www.ocgov.net  
Email: mentalhealth@ocgov.net

FN 20 17-103

February 27, 2017

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

HEALTH & HUMAN SERVICES  
Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

WAYS & MEANS

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

Date: 3/6/17

Dear Mr. Picente:

I am forwarding four (4) copies of the 2017 Purchase of Services Agreement between the Oneida County Department of Mental Health and **The Neighborhood Center, Inc.** for your review and signature. Please forward this to the Board of Legislators upon completing your review.

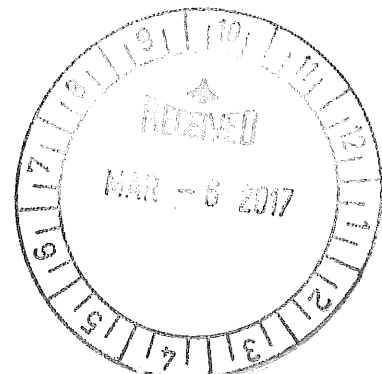
The Agreement begins on January 1, 2017 and ends on December 31, 2017. The current funding amount for the year 2017 does not change from year 2016. The gross amount of this Agreement is **\$2,406,626.00** for the year of this Agreement. The amount reflects **100% OMH State Aid Funding** for 2017.

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

Respectfully,

*Robin E. O'Brien*  
Robin E. O'Brien  
Commissioner

REO/ts  
Encs.



Oneida Co. Department: Mental Health

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** The Neighborhood Center, Inc.  
293 Genesee Street  
Utica, NY 13501

**Title of Activity or Service:** Emergency/Crisis Services  
Psychosocial Club - ARS  
Supportive Case Management  
Supportive Case Management Service Dollars  
Assisted Competitive Employment (ACE)  
Outreach  
Advocacy

**Proposed Dates of Operation:** January 1, 2017 through December 31, 2017

**Client Population/Number to be Served:** Adults and Children with a serious and persistent mental illness.

**Summary Statements**

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

**a. Mobile Crisis Assessment Team (MCAT)**

Outreach and public education of services with community agencies, hospitals, and law enforcement. Transportation to Hutchings Psychiatric Center; and mandatory programs to ensure they maintain program eligible and avoid program sanctions.

**b. Psychosocial Club – Adult Recovery Services (ARS)**

Programs in both Utica and Rome to enhance independent living skills, increase wellness and understanding of mental illness, provide socialization, and peer-support for adults diagnosed with mental illness.

**c. Supportive Case Management (SCM)**

Services to adults who are 18 years of age and older that meet NYS OMH criteria for severe and persistent mental illness.

**d. SCM Service Dollars**

Supportive Case Management utilizes service dollars to assist the clients in developing and maintaining situations for living, working and socializing in the community.

**e. Assisted Competitive Employment (ACE)**

Job readiness training and needed supports to enter or re-enter the employment arena.

**f. Outreach**

Psychosocial club setting and outreach services to enhance independent living skills.

**g. Advocacy**

Short term services to assist in the transition from an inpatient psychiatric unit and brief support services for stabilization.

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

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.

**3) Program Design and Staffing**

All services are licensed by the NYS Office of Mental Health (OMH), as applicable. Assisted Competitive Employment is monitored and certified through the NYS Education Department Bureau of Vocational & Educational Services for Individuals with Disabilities (ACCESS-VR). All programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of Budget (DOB) and in conjunction with guidelines and regulations.

**Total Funding Requested:** \$2,406,626.00

**Account #A4310.49526**

**Oneida County Dept. Funding Recommendation:** \$2,406,626.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** State \$2,406,626.00

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

**Past Performance Data:** (N/A)

**O.C. Department Staff Comments:** (N/A)



## **AGREEMENT**

THIS AGREEMENT between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and THE NEIGHBORHOOD CENTER, INC., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 624 Elizabeth Street, Utica, New York 13501, hereinafter referred to as the "Provider Agency."

### **WITNESSETH**

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

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

WHEREAS, the Provider Agency hereby warrants that they have the proper and necessary staff and infrastructure to act as a provider and resource to and for the Oneida County Department of Mental Health; and

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

1. The term of this Agreement shall be from January 1, 2017 through December 31, 2017 or until terminated according to the termination requirements contained within this contract.
2. Scope of Services. The Provider Agency shall:
  - A) Provide emergency/crisis psychiatric assessment, follow-up and outreach services 24 hours a day, 7 days a week, and arrange for transportation for visitation for families who have relatives in Hutchings Psychiatric Center;
  - (B) Offer psycho-social club recovery services to mentally ill adults through specialized programs in both Utica and Rome;
  - (C) Provide Supportive Case Management services to mentally ill adults in Oneida County;
  - (D) Administer Service Dollars for the Supportive Case Management Program for emergency and non-emergency purposes;

(E) Provide Assisted Competitive Employment services to mentally ill adults including resume writing, interviews, life skills, and job-search;

(F) Provide Outreach programs in a psychosocial club setting to enhance independent living skills, increase wellness and understanding of mental illness, provide socialization, and peer-support for adults diagnosed with mental illness;

(G) Provide Advocacy services for clients served by the Mobile Crisis Assessment Team to include linkages to services, follow-up phone calls or visits and community education.

3. For the Services provided, the Oneida County Department of Mental Health will reimburse the provider Agency a maximum of Two Million Four Hundred Six Thousand Six Hundred Twenty-Six Dollars and no cents (\$2,406,626.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Annexed hereto and made part hereof as Appendix A is the Provider Agency's Contract Budget for the term of this Agreement.

4. The County will make State Aid Payments either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.

5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify Services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval and Review applications to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.

6. Independent Contractor Status.

(A) It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency and its employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

(B) Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work

arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

(C) The Provider Agency shall not be eligible for compensation from the County 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.

(D) Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.

(E) Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding 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). Provider Agency shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

(F) The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

(G) If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency 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.

(H) The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

7. The Provider Agency agrees, where applicable, to provide any and all Services, authorized by this agreement or other license or certification, to individuals involved in the NYS OMH Assisted Outpatient Treatment (AOT) Program. This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Oneida County Department of Mental Health will be handled in a safe and confidential manner.

8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved Operating Costs, Net Operating Costs and funding by the various Deficit Funding Sources. It is expressly understood that the County

assumes no responsibility for either costs not approved for reimbursements by the either the County or the State; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this agreement and all previous agreements between the County and the Provider Agency.

9. The Provider Agency agrees to submit to the County on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th) a Quarterly Financial Analysis, Performance Analysis, and Service Utilization Report. In addition, the Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:

(A) Office of Persons with Developmental Disabilities (OPWDD) Budgets for the current year is required to be received by the County by February 1<sup>st</sup>.

(B) Office of Alcoholism and Substance Abuse Services (OASAS) Estimated Claims for the prior year are required to be received by the County by April 15th.

(C) Pre- Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) Extension Requests for the prior year OMH CFR are required to be received by the County by April 15th.

(D) OMH, OASAS and OPWDD (Full) Audited CFR for the prior year that do not have a pre-approved 30-day extension(OMH only)are required to be received by the County by April 15th. An OPWDD Estimated CFR is required by this date if an extension was filed. An OASAS Estimated Claim is required to be received by this date; no extension allowed for OASAS CFRs.

(E) Fully Audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an Estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.

(F) OASAS Mid-Year Claim for the current year is required to be received by the County by August 15th.

(G) OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.

(H) OMH CBRs for the current year are required to be received by the County by October 15th.

10. The Provider Agency shall submit a copy of the following reports during the first quarter of each Fiscal Year:

(A) Disaster Response Plan. In addition the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters.

(B) Accounting System & Financial Capability Questionnaire (where applicable).

(C) Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.

(D) Annual Audit and Financial Reports.

(E) Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The Single Audit shall be conducted in accordance with OMB Circular A-133, OMB Circular A-110, the A-102 Common Rule and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the single Audit Act Amendments of 1996.

11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than OMH, Office of Alcoholism & Substance Abuse Services (OASAS), and Office of Persons with Developmental Disabilities (OPWDD) may promulgate these rules and regulations.

12. The Provider Agency further covenants and agrees to indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all loss or expenses that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claims for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Provider Agency, in connection with this Agreement.

13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida must be named as an "Additionally Insured" on a "primary and non-contributing basis" as part of the Provider Agency's insurance policies. Proof of all three types of insurance coverage must be provided to the County at the time of the execution of this contract. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.

14. Contractor waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by

Commercial General Liability, Professional Liability, or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

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

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

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

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

16. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any Federal Law regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Oneida County Department of Mental Health as outlined below.

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

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

(i) They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:

(a) The Provider Agency will only access confidential information for which there is a need to know; and

(b) The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.

(c) The Provider Agency will not misuse confidential information or carelessly handle confidential information.

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

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

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

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

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

17. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State Law and/or Regulations.

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

"This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A

general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”

18. The Provider Agency agrees that as mandated reporters, all instances of suspected child abuse, neglect, and/or maltreatment, will be reported to the New York Statewide Central Register as required by law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A (“Report of Suspected Child Abuse or Maltreatment”) to the local Department of Social Services. The family will be informed in advance of the decision to file a report with the Statewide Central Register. The Provider Agency shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Statewide Central Register.

19. The Provider Agency is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for his or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

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

23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

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

**COUNTY OF ONEIDA**

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

By: Robin E. O'Brien \_\_\_\_\_ Date 02/28/2017  
Robin E. O'Brien  
Commissioner, Department of Mental Health

**THE NEIGHBORHOOD CENTER, INC.**

By: Frank Donato \_\_\_\_\_ Date 2/22/17  
Frank Donato  
President, Board of Directors

By: Sandra L. Soroka \_\_\_\_\_ Date 2/21/17  
Sandra Soroka  
Executive Director

Approved

By: \_\_\_\_\_  
Raymond F. Bara, Esq.  
Assistant County Attorney

The Neighborhood Center, Inc.

APPENDIX A  
CONTRACT BUDGET 2017

OMH	\$2,406,626.00		
Total State Aid	\$2,406,626.00		
County Funds	<u>\$0.00</u>		
<b>TOTAL FUNDING</b>	<b>\$2,406,626.00</b>		
		No. of Payments	Total Amount
Monthly Voucher Amount January through November	\$200,552.00	11	\$2,206,072.00
Final Voucher Amount for December	\$200,554.00	1	<u>\$200,554.00</u>
			<b>\$2,406,626.00</b>

**STANDARD ONEIDA COUNTY CONTRACT ADDENDUM**

**THIS ADDENDUM**, entered into on this 1 day of January, 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, and 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. Executory 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 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, an 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 indicted 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 any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

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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.

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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. Workers' 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.



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



Phone: (315) 768-3660

Fax: (315) 768-3670

Website: www.ocgov.net

Email: mentalhealth@ocgov.net

120 Airline Street  
Suite 200  
Oriskany, New York 13424

February 7, 2017

FN 20 17-104

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

HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of the 2017 Purchase of Services Agreement between the Oneida County Department of Mental Health and **Central New York Services, Inc.** for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

The Agreement begins on January 1, 2017 and ends on December 31, 2017. The funding for 2017 will be **\$1,637,049.00**, which reflects an overall increase of **\$1,120.00** resulting from an OMH COLA in the amount of **\$868.00** (for Forensic Outreach Services and Community Treatment Services) and an OASAS COLA in the amount of **\$252.00** (for the Shelter Plus Care Case Management Services). The gross amount of this Agreement is **\$1,637,049.00** for the year of the Agreement. The amount reflects **100% OMH and OASAS State Aid Funding for 2017.**

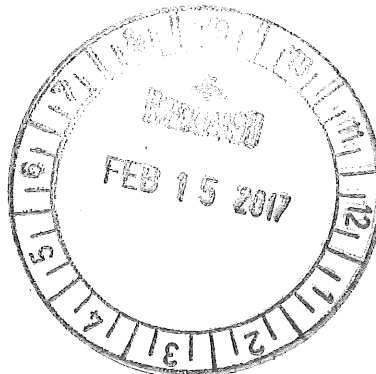
Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

*Robin E. O'Brien*

Robin E. O'Brien  
Commissioner

REO/ts  
Encs.



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

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

Date 3/15/17

Oneida Co. Department: Mental Health

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Central New York Services, Inc.  
518 James Street, Suite 240  
Syracuse, NY 13203

**Title of Activity or Service:** Outreach – Court/Jail  
Transition Management  
Advocacy  
Coordinated Children’s Services Initiative (CCSI)  
ACT Service Dollars  
Mentally Ill Chemical Abuse Network (MICA)  
Shelter Plus Care

**Proposed Dates of Operation:** January 1, 2017 through December 31, 2017

**Client Population/Number to be Served:** Adults and Children with a serious and persistent mental illness who are in, entering, or exiting the criminal justice system.

**Summary Statements**

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

**a. Outreach Court/Jail Forensic Evaluation Unit**

The Courts refer individuals for screening, case planning, employment services, and monitoring. CPL 730 evaluations ordered by Oneida County Courts, Medication Grant Program and Adult Single Point of Access and Accountability for care coordination and residential services.

**b. Transitional Management Services**

Provides initial referral and linkage to appropriate treatment services, including employment training, support and readiness, for inmates upon their discharge from jail.

**c. Advocacy**

Provides initial referral and linkage to treatment, and employment training for inmates upon their discharge from jail.

**d. Coordinated Children’s Services Initiative (CCSI)**

Assessment tool to assist in the management and planning of services to children and adolescents with juvenile justice involvement.

**e. Assertive Community Treatment (ACT) Service Dollars**

Administers wrap-around service funds to assist persons within the larger community in reduction of hospital stays and/or contact with the criminal justice system.

**f. Mentally Ill Chemical Abuse Network (MICA)**



Treatment that addresses all of the disability issues concurrently, sustaining the individual through the inevitable short-term setbacks and providing case management support and advocacy for the dually diagnosed person.

g. **Shelter Plus Care**

240+ persons and their families housing to help ensure continuing participation in treatment, employment and other services aiding in their recovery from substance abuse.

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

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.

**3) Program Design and Staffing**

The Mental Health programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of Budget (DOB) and in conjunction with the NYS Office of Alcoholism and Substance Abuse Services (OASAS) guidelines and regulations.

**Total Funding Requested:** \$1,637,049.00

**Account #A4310.49519**

**Oneida County Dept. Funding Recommendation:** \$1,637,049.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** State \$1,637,049.00

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

**Past Performance Data:** (N/A)

**O.C. Department Staff Comments:** (N/A)

## AGREEMENT

THIS AGREEMENT between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and Central New York Services, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 518 James Street, Suite 240, Syracuse, New York 13203, hereinafter referred to as the "Provider Agency."

### WITNESSETH:

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

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

WHEREAS, the Provider Agency hereby warrants that they have the proper and necessary staff and infrastructure to act as a provider and resource to and for the Oneida County Department of Mental Health;

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

1. The term of this Agreement shall be from January 1, 2017 through December 31, 2017 or until terminated according to the termination requirements contained within this contract.
2. Scope of Services. The Provider Agency shall:
  - (A) Provide the following Outreach Services for the Courts and Oneida County Correctional Facility consistent with New York State Office of Mental Health (OMH) regulation:
    1. Screening, case planning, employment services, referrals and monitoring for adults referred by the court system whom have a mental illness and or substance abuse/addiction;
    2. Case Management services for individuals whom are being considered, referred or terminated from Mental Health Court;
    3. Suicide prevention and screening at the time of booking into Oneida County Correctional Facility. Services to include assessment of lethality and monitoring for possible symptoms of depression or decompensating, crisis intervention, medication assessment and referrals to providers upon release;
    4. Follow-up discharge planning for incarcerated individuals including transportation, home visitations, attending case management consultations with providers, liaison between community providers and staff at the jail.

(B) Coordination of CPL 730 evaluations, Adult Single Point of Access and Accountability (SPOAA) process, and administration of the Medication Grant Program;

(C) Provide Transition Management Services for inmates being released from jail including initial referral and linkage to appropriate treatment services and assistance in obtaining benefits;

(D) Provide Advocacy services to inmates at Oneida County Correctional Facility including employment/training;

(E) Monitoring of the Coordinated Children's Services Initiative through involvement with the juvenile justice system including the Committee for Alternative Placement and clinical oversight of Parent Advocates whom arrange for services for children with mental illness;

(F) Administer Service Dollars to the Oneida County Assertive Community Treatment Team located at Mohawk Valley Psychiatric Center, processing requests for funds for emergency and non-emergency services;

(G) Mentally Ill Chemical Abuser (MICA) Network case management services to homeless individuals and provide support, advocacy, and linkage to treatment;

(H) Administer Shelter Plus Care Housing program, including arranging assistance in obtaining and sustaining housing, performing annual apartment safety inspections and referral and linkage to service providers.

3. For the Services provided, the Oneida County Department of Mental Health will reimburse the provider Agency a maximum of One Million Six Hundred Thirty-Seven Thousand Forty-Nine Dollars and no cents (\$1,637,049.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Annexed hereto and made part hereof as Appendix A is the Provider Agency's Contract Budget for the term of this Agreement.

4. The County will make State Aid Payments either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.

5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify Services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval and Review applications to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.

6. Independent Contractor Status.

(A) It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency and its employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as an independent contractor,

covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

(B) Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

(C) The Provider Agency shall not be eligible for compensation from the County 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.

(D) Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.

(E) Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding 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). Provider Agency shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

(F) The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

(G) If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency 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.

(H) The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

7. The Provider Agency agrees, where applicable, to provide any and all Services, authorized by this agreement or other license or certification, to individuals involved in the NYS OMH Assisted Outpatient Treatment (AOT) Program. This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Oneida County Department of Mental Health will be handled in a safe and confidential manner.

8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved Operating Costs, Net Operating Costs and funding by the various Deficit Funding Sources. It is expressly understood that the County assumes no responsibility for either costs not approved for reimbursements by either the County or the State; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this agreement and all previous agreements between the County and the Provider Agency.

9. The Provider Agency agrees to submit to the County on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th) a Quarterly Financial Analysis, Performance Analysis, and Service Utilization Report. In addition, the Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:

(A) Office of Persons with Developmental Disabilities (OPWDD) Budgets for the current year is required to be received by the County by February 1<sup>st</sup>.

(B) Office of Alcoholism and Substance Abuse Services (OASAS) Estimated Claims for the prior year are required to be received by the County by April 15th.

(C) Pre- Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) Extension Requests for the prior year OMH CFR are required to be received by the County by April 15th.

(D) OMH, OASAS and OPWDD (Full) Audited CFR for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the County by April 15th. An OPWDD Estimated CFR is required by this date if an extension was filed. An OASAS Estimated Claim is required to be received by this date; no extension allowed for OASAS CFRs.

(E) Fully Audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an Estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.

(F) OASAS Mid-Year Claim for the current year is required to be received by the County by August 15th.

(G) OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.

(H) OMH CBRs for the current year are required to be received by the County by October 15th.

10. The Provider Agency shall submit a copy of the following reports during the first quarter of each Fiscal Year:

(A) Disaster Response Plan. In addition the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters.

(B) Accounting System & Financial Capability Questionnaire (where applicable).

(C) Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.

(D) Annual Audit and Financial Reports.

(E) Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The Single Audit shall be conducted in accordance with OMB Circular A-133, OMB Circular A-110, the A-102 Common Rule and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the single Audit Act Amendments of 1996.

11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than OMH, Office of Alcoholism & Substance Abuse Services (OASAS), and Office of Persons with Developmental Disabilities (OPWDD) may promulgate these rules and regulations.

12. The Provider Agency further covenants and agrees to indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all loss or expenses that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claims for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Provider Agency, in connection with this Agreement.

13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$3,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$3,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$2,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida must be named as an "Additionally Insured" on a "primary and non-contributing basis" as part of the Provider Agency's insurance policies. Proof of all three types of insurance coverage must be provided to the County at the time of the execution of this contract. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.

14. Contractor waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

15. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the

Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.

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

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

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

16. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any Federal Law regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Oneida County Department of Mental Health as outlined below.

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

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

(i) They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:

(a) The Provider Agency will only access confidential information for which there is a need to know; and

(b) The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.

(c) The Provider Agency will not misuse confidential information or carelessly handle confidential information.

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

(iii) The Provider Agency will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information.

Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.

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

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

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

17. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State Law and/or Regulations.

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

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

18. The Provider Agency agrees that as mandated reporters, all instances of suspected child abuse, neglect, and/or maltreatment, will be reported to the New York Statewide Central Register as required by law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The family will be informed in advance of the decision to file a report with the Statewide Central Register. The Provider Agency shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Statewide Central Register.

19. The Provider Agency is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.



20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for his or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

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

23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

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

**COUNTY OF ONEIDA**

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

By: Robin E. O'Brien \_\_\_\_\_ Date 02/07/2014  
Robin E. O'Brien  
Commissioner, Department of Mental Health

**CENTRAL NEW YORK SERVICES, INC.**

By: John J. Warren \_\_\_\_\_ Date 2/2/17  
John J. Warren  
Executive Director

Approved

By: \_\_\_\_\_  
Raymond F. Bara, Esq.  
Assistant County Attorney

CNY Services, Inc.

APPENDIX A  
CONTRACT BUDGET 2017

OMH	\$1,511,275.00
OASAS	\$125,774.00
Total State Aid	\$1,637,049.00
County Funds	\$0.00
<b>TOTAL FUNDING</b>	<b>\$1,637,049.00</b>

	No. of Payments	Total Amount
OMH		
Monthly Voucher Amount January through November	11	\$1,385,329.00
Final Voucher Amount for December	1	\$125,946.00
		<u>\$1,511,275.00</u>

	No. of Payments	Total Amount
OASAS		
Monthly Voucher Amount January through November	11	\$115,291.00
Final Voucher Amount for December	1	\$10,483.00
		<u>\$125,774.00</u>

**STANDARD ONEIDA COUNTY CONTRACT ADDENDUM**

**THIS ADDENDUM**, entered into on this 1 day of January 2017, 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, and 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. Executory or Non-Appropriation Clause.**

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

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

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding 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, an 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 indicted 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 any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

c. The Contractor shall:

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

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

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



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

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

**5. Non-Assignment Clause.**

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

**6. Workers' 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.



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street  
Suite 200  
Oriskany, New York 13424

Phone: (315) 768-3660  
Fax: (315) 768-3670  
Website: www.ocgov.net  
Email: mentalhealth@ocgov.net

February 10, 2017

FN 20 17-165

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of the 2017 Purchase of Service Agreement between the Oneida County Department of Mental Health and **The Rescue Mission of Utica, NY** for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review. We have received several calls and emails from this vendor who have asked if this contract could be expedited due to extenuating financial circumstances. We sympathize with their position and can only ask if at all possible this contract be brought for the next Board of Legislators meeting. We certainly understand your, and the Boards, extremely busy schedule and thank you for your consideration in this matter.

The Agreement begins on January 1, 2017 and ends on December 31, 2017. The funding for 2017 will be **\$1,239,523.00**, which reflects an overall increase of **\$1,507.00** for Medically Monitored Withdrawal Services as a result of an OASAS COLA. The amount of this Agreement is **\$1,239,523.00** for the year of the Agreement. This amount reflects 100% OMH and OASAS State Aid funding for 2017.

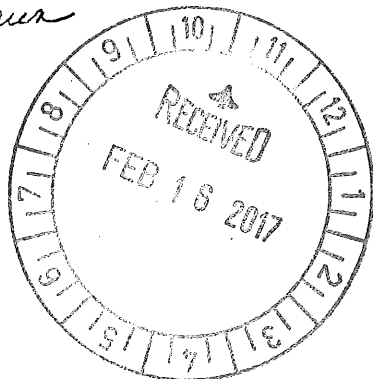
Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

*Robin E. O'Brien*

Robin E. O'Brien  
Commissioner

REO/ts  
Encs.



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

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

Date 2/16/17

Oneida Co. Department: Mental Health

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** The Rescue Mission of Utica, N.Y.  
212 Rutger Street  
Utica, NY 13501

**Title of Activity or Service:** Enriched Single Room Occupancy (ESRO)  
Addictions Crisis Center

**Proposed Dates of Operation:** January 1, 2017 through December 31, 2017

**Client Population/Number to be Served:** Adults with a serious and persistent mental illness;  
and individuals with who are alcohol dependent and require a structured living environment.

**Summary Statements**

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

**a. Enriched Single Room Occupancy (ESRO) Program**

Program for adults with mental illness promotes individual recovery and functioning.

**b. Addictions Crisis Center (ACC)**

Provides linkage to services for persons with a dual diagnosis.

**c. Peer Advocate Program**

Provides peer support for adults with mental illness.

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

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.

**3) Program Design and Staffing**

The Mental Health programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health in concert with the NYS Division of Budget (DOB) and in conjunction with the NYS Office of Alcoholism and Substance Abuse Services (OASAS) guidelines and regulations.

**Total Funding Requested:** \$1,239,523.00

**Account #A4310.49522**

**Oneida County Dept. Funding Recommendation:** \$1,239,523.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** State \$1,239,523.00

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

**Past Performance Data:** (N/A)

**O.C. Department Staff Comments:** (N/A)



## AGREEMENT

THIS AGREEMENT between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and RESCUE MISSION OF UTICA, INC., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 212 Rutger Street, Utica, New York 13501, hereinafter referred to as the "Provider Agency."

### WITNESSETH:

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

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

WHEREAS, the Provider Agency hereby warrants that they have the proper and necessary staff and infrastructure to act as a provider and resource to and for the Oneida County Department of Mental Health; and

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

1. The term of this Agreement shall be from January 1, 2017 through December 31, 2017 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
  - A) Provide a 52-bed Enriched Single Room Occupancy (ESRO) Residential Program (also referred to as the Enriched Living Center) for adults diagnosed with mental illness. Services include: medication management, assistance with activities of daily living, service coordination for health and psychiatric services, general counseling related to symptom management, crisis intervention and transportation to appointments. There is an emphasis on support and education to develop skills for independence, accessing community resources and skills for safety and self-care. We access pharmacy services for medications, phlebotomy services are performed on site and representative payee services are available. We coordinate with community Adult Day Health Care Programs, Employment & Vocational Services, and Social & Recreational activities through community agencies. These will be provided with adherence to the NYS OMH regulations;
  - (B) Operate a 20-bed Addiction Crisis Center (ACC) consistent with NYS OASAS regulations for a medically monitored facility. ACC will provide 24 hour oversight to chemically

dependent individuals suffering a situational crisis and/or at risk of relapse. Services include screening, assessment, and linkage to treatment.

3. For the Services provided, the Oneida County Department of Mental Health will reimburse the provider Agency a maximum of One Million Two Hundred Thirty-Nine Thousand Five Hundred Twenty-Three Dollars and no cents (\$1,239,523.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Annexed hereto and made part hereof as Appendix A is the Provider Agency's Contract Budget for the term of this Agreement.

4. The County will make State Aid Payments either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.

5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify Services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval and Review applications to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.

6. Independent Contractor Status.

(A) It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency and its employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

(B) Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

(C) The Provider Agency and its employees shall not be eligible for compensation from the County 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.

(D) Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.

(E) Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding 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). Provider Agency shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

(F) The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

(G) If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency 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.

(H) The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

7. The Provider Agency agrees, where applicable, to provide any and all Services, authorized by this agreement or other license or certification, to individuals involved in the NYS OMH Assisted Outpatient Treatment (AOT) Program. This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Oneida County Department of Mental Health will be handled in a safe and confidential manner.

8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved Operating Costs, Net Operating Costs and funding by the various Deficit Funding Sources. It is expressly understood that the County assumes no responsibility for either costs not approved for reimbursements by the either the County or the State; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this agreement and all previous agreements between the County and the Provider Agency.

9. The Provider Agency agrees to submit to the County on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th) a Quarterly Financial

Analysis, Performance Analysis, and Service Utilization Report. In addition, the Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:

(A) Office of Persons with Developmental Disabilities (OPWDD) Budgets for the current year is required to be received by the County by February 1st;

(B) Office of Alcoholism and Substance Abuse Services (OASAS) Estimated Claims for the prior year are required to be received by the County by April 15th.

(C) Pre- Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) Extension Requests for the prior year OMH CFR are required to be received by the County by April 15th.

(D) OMH, OASAS and OPWDD (Full) Audited CFR for the prior year that do not have a pre-approved 30-day extension(OMH only)are required to be received by the County by April 15th. An OPWDD Estimated CFR is required by this date if an extension was filed. An OASAS Estimated Claim is required to be received by this date; no extension allowed for OASAS CFRs.

(E) Fully Audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an Estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.

(F) OASAS Mid-Year Claim for the current year is required to be received by the County by August 15th.

(G) OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.

(H) OMH CBRs for the current year are required to be received by the County by October 15th.

10. The Provider Agency shall submit a copy of the following reports during the first quarter of each Fiscal Year:

(A) Disaster Response Plan. In addition the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters.

(B) Accounting System & Financial Capability Questionnaire (where applicable).

(C) Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.

(D) Annual Audit and Financial Reports.

(E) Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The Single Audit shall be conducted in accordance with OMB Circular A-133, OMB Circular A-110, the A-102 Common Rule and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the single Audit Act Amendments of 1996.

11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than OMH, Office of Alcoholism & Substance Abuse Services (OASAS), and Office of Persons with Developmental Disabilities (OPWDD) may promulgate these rules and regulations.

12. The Provider Agency further covenants and agrees to indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all loss or expenses

that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claims for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Provider Agency, in connection with this Agreement.

13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida must be named as an "Additionally Insured" on a "primary and non-contributing basis" as part of the Provider Agency's insurance policies. Proof of all three types of insurance coverage must be provided to the County at the time of the execution of this contract. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.

14. Contractor waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

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

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

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

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

16. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any Federal Law regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Oneida County Department of Mental Health as outlined below.

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

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

(i) They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:

(a) The Provider Agency will only access confidential information for which there is a need to know; and

(b) The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.

(c) The Provider Agency will not misuse confidential information or carelessly handle confidential information.

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

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

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

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

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

17. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State Law and/or Regulations.

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

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

18. The Provider Agency agrees that as mandated reporters, all instances of suspected child abuse, neglect, and/or maltreatment, will be reported to the New York Statewide Central Register as required by law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The family will be informed in advance of the decision to file a report with the Statewide Central Register. The Provider Agency shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Statewide Central Register.

19. The Provider Agency is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for his or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

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

23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

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

**COUNTY OF ONEIDA**

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

By: Robin E. O'Brien \_\_\_\_\_ Date 2/10/17  
Robin E. O'Brien  
Commissioner, Department of Mental Health

**RESCUE MISSION OF UTICA, INC.**

By: Thomas Wattles \_\_\_\_\_ Date 2/9/17  
Thomas Wattles  
President, Board of Directors

By: James Haid \_\_\_\_\_ Date 2/9/17  
James Haid  
Executive Director

Approved

By: \_\_\_\_\_  
Raymond F. Bara, Esq.  
Assistant County Attorney



Utica Rescue Mission

APPENDIX A  
CONTRACT BUDGET 2017

OMH	\$334,870.00
OASAS	\$904,653.00
Total State Aid	\$1,239,523.00
County Funds	\$0.00
<b>TOTAL FUNDING</b>	<b>\$1,239,523.00</b>

	No. of Payments	Total Amount
OMH		
Monthly Voucher Amount January through November	11	\$306,955.00
Final Voucher Amount for December	1	\$27,915.00
		<b>\$334,870.00</b>

	No. of Payments	Total Amount
OASAS		
Monthly Voucher Amount January through November	11	\$829,257.00
Final Voucher Amount for December	1	\$75,396.00
		<b>\$904,653.00</b>

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this 1 day of January, 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, and 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. Executory 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 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, an 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 indicted 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 any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

c. The Contractor shall:

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

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

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

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

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

**5. Non-Assignment Clause.**

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

**6. Workers' 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.



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street  
Suite 200  
Oriskany, New York 13424

Phone: (315) 768-3660  
Fax: (315) 768-3670  
Website: www.ocgov.net  
Email: mentalhealth@ocgov.net

FN 20 17 - 106

February 10, 2017

HEALTH & HUMAN SERVICES

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

**WAYS & MEANS**

Dear Mr. Picente:

I am forwarding four (4) copies of the 2017 Purchase of Service Agreement between the Oneida County Department of Mental Health and Center for Family Life and Recovery, Inc. for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

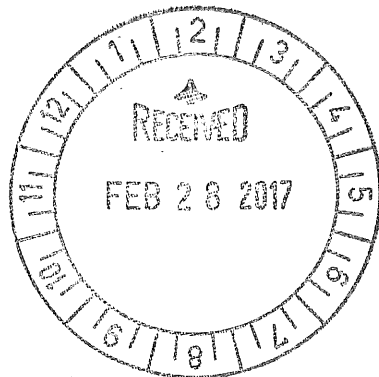
The Agreement begins on January 1, 2017 and ends on December 31, 2017. The funding for 2017 will be \$279,477.00, which reflects an overall increase of \$161.00 for Prevention Services as a result of an OASAS COLA. The amount of this Agreement is \$279,477 for the year of the Agreement. This amount reflects 100% OMH and OASAS State Funding for 2017.

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

Respectfully,

*Robin E. O'Brien*  
Robin E. O'Brien  
Commissioner

REO/ts  
Encs.



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

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

Date 2/28/17

Oneida Co. Department: Mental Health

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Center for Family Life and Recovery, Inc.  
502 Court Street, Suite 401  
Utica, NY 13501

**Title of Activity or Service:** Alcohol Prevention & Education  
Mentally Ill Chemical Abuse (MICA) Network  
Self Help  
Advocacy

**Proposed Dates of Operation:** January 1, 2017 through December 31, 2017

**Client Population/Number to be Served:** Adults with a serious and persistent mental illness; and individuals who are alcohol dependent and require a structured living environment.

**Summary Statements**

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

**a. Oneida County Prevention Council**

The program, Second Step, provides training on prevention of risky behavior at schools, public venues and summer programs in Oneida County.

**b. Mentally Ill Chemical Abuse Network (MICA)**

The program provides substance abuse prevention training/education in the community.

**c. Sexual Offender Treatment Program (SOTP)**

The program provides individual/group/family counseling based on the needs of the participants.

**d. Suicide Prevention Program**

Advocacy for individuals who suffer from mental illness and substance abuse. Services include mentors, providing suicide prevention training, and public education.

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

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives and to prevent recidivism of sex offenders.

**3) Program Design and Staffing**

The Mental Health programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of Budget (DOB) and in conjunction with the NYS Office of Alcoholism and Substance Abuse Services (OASAS) guidelines and regulations.

**Total Funding Requested:** \$279,477.00

**Account #A4310,49521**

**Oneida County Dept. Funding Recommendation:** \$279,477.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** State \$279,477.00

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

**Past Performance Data:** (N/A)

**O.C. Department Staff Comments:** (N/A)

## AGREEMENT

THIS AGREEMENT between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and Center for Family Life and Recovery, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 502 Court Street, Suite 401, Utica, New York 13501, hereinafter referred to as the "Provider Agency."

### WITNESSETH:

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

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

WHEREAS, the Provider Agency hereby warrants that they have the proper and necessary staff and infrastructure to act as a provider and resource to and for the Oneida County Department of Mental Health;

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

1. The term of this Agreement shall be from January 1, 2017 through December 31, 2017 or until terminated according to the termination requirements contained within this contract.
2. Scope of Services. The Provider Agency shall:
  - (A) Provide an array of Substance Abuse Prevention Services which meet the OASAS Prevention Guidelines. This will include curriculum evidence based programming, public education, public speaking engagements, community coalition building and technical assistance to a variety of local school districts;
  - (B) Provide and facilitate trainings for the professional workforce which will allow them to respond effectively to the needs of individuals with behavioral health care needs;
  - (C) Provide evidence based Sex Offender Treatment including assessments, individual and specialized group therapy. This is consistent with the Practice Standards and Guidelines of the National Association for the treatment of Sexual Abusers (ATSA);
  - (D) Provide suicide prevention programs consistent with the NYS OMH Suicide Prevention Center. Programs serve adults and children and provide advocacy, education and training to the community.



3. For the Services provided, the Oneida County Department of Mental Health will reimburse the provider Agency a maximum of Two Hundred Seventy-Nine Thousand Four Hundred Seventy-Seven Dollars and no cents (\$279,477.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Annexed hereto and made part hereof as Appendix A is the Provider Agency's Contract Budget for the term of this Agreement.

4. The County will make State Aid Payments either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.

5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify Services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval and Review applications to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.

6. Independent Contractor Status.

(A) It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency and its employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

(B) Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

(C) The Provider Agency shall not be eligible for compensation from the County 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.

(D) Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.

(E) Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with

respect to its employees, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding 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). Provider Agency shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

(F) The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

(G) If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency 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.

(H) The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

7. The Provider Agency agrees, where applicable, to provide any and all Services, authorized by this agreement or other license or certification, to individuals involved in the NYS OMH Assisted Outpatient Treatment (AOT) Program. This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Oneida County Department of Mental Health will be handled in a safe and confidential manner.

8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved Operating Costs, Net Operating Costs and funding by the various Deficit Funding Sources. It is expressly understood that the County assumes no responsibility for either costs not approved for reimbursements by the either the County or the State; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this agreement and all previous agreements between the County and the Provider Agency.

9. The Provider Agency agrees to submit to the County on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th) a Quarterly Financial Analysis, Performance Analysis, and Service Utilization Report. In addition, the Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:

(A) Office of Persons with Developmental Disabilities (OPWDD) Budgets for the current year is required to be received by the County by February 1<sup>st</sup>.

(B) Office of Alcoholism and Substance Abuse Services (OASAS) Estimated Claims for the prior year are required to be received by the County by April 15th.

(C) Pre- Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) Extension Requests for the prior year OMH CFR are required to be received by the County by April 15th.

(D) OMH, OASAS and OPWDD (Full) Audited CFR for the prior year that do not have a pre-approved 30-day extension(OMH only)are required to be received by the County by April 15th. An OPWDD Estimated CFR is required by this date if an extension was filed. An OASAS Estimated Claim is required to be received by this date; no extension allowed for OASAS CFRs.

(E) Fully Audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an Estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.

(F) OASAS Mid-Year Claim for the current year is required to be received by the County by August 15th.

(G) OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.

(H) OMH CBRs for the current year are required to be received by the County by October 15th.

10. The Provider Agency shall submit a copy of the following reports during the first quarter of each Fiscal Year:

(A) Disaster Response Plan. In addition the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters.

(B) Accounting System & Financial Capability Questionnaire (where applicable).

(C) Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.

(D) Annual Audit and Financial Reports.

(E) Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The Single Audit shall be conducted in accordance with OMB Circular A-133, OMB Circular A-110, the A-102 Common Rule and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the single Audit Act Amendments of 1996.

11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than OMH, Office of Alcoholism & Substance Abuse Services (OASAS), and Office of Persons with Developmental Disabilities (OPWDD) may promulgate these rules and regulations.

12. The Provider Agency further covenants and agrees to indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all loss or expenses that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claims for damages arising at law and equity alleged to have been caused or sustained in whole or in part

by or because of any omission of duty, negligence or wrongful act on the part of the Provider Agency, in connection with this Agreement.

13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$3,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$3,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$2,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida must be named as an "Additionally Insured" on a "primary and non-contributing basis" as part of the Provider Agency's insurance policies. Proof of all three types of insurance coverage must be provided to the County at the time of the execution of this contract. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.

14. Contractor waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

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

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

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

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

16. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any Federal Law regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Oneida County Department of Mental Health as outlined below.

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

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

(i) They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:

(a) The Provider Agency will only access confidential information for which there is a need to know; and

(b) The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.

(c) The Provider Agency will not misuse confidential information or carelessly handle confidential information.

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

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

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

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

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

17. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State Law and/or Regulations.

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

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

18. The Provider Agency agrees that as mandated reporters, all instances of suspected child abuse, neglect, and/or maltreatment, will be reported to the New York Statewide Central Register as required by law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The family will be informed in advance of the decision to file a report with the Statewide Central Register. The Provider Agency shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Statewide Central Register.

19. The Provider Agency is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for his or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

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

23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

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

**COUNTY OF ONEIDA**

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

By: Robin E. O'Brien \_\_\_\_\_ Date 02/21/2017  
Robin E. O'Brien  
Commissioner, Department of Mental Health

**CENTER FOR FAMILY LIFE AND RECOVERY, INC.**

By: Lisa M. Sexton \_\_\_\_\_ Date 2-7-17  
Lisa Sexton  
President, Board of Directors

By: Cassandra Sheets \_\_\_\_\_ Date 2-10-17  
Cassandra Sheets  
Chief Executive Officer

Approved

By: \_\_\_\_\_  
Raymond F. Bara, Esq.  
Assistant County Attorney

CFLR

APPENDIX A  
CONTRACT BUDGET 2017

OMH \$99,061.00  
OASAS \$180,416.00  
Total State Aid \$279,477.00  
County Funds \$0.00  
**TOTAL FUNDING \$279,477.00**

	No. of Payments	Total Amount
OMH		
Monthly Voucher Amount January through November	11	\$90,805.00
Final Voucher Amount for December	1	<u>\$8,256.00</u>
		\$99,061.00
OASAS		
Monthly Voucher Amount January through November	11	\$165,374.00
Final Voucher Amount for December	1	<u>\$15,042.00</u>
		\$180,416.00



**STANDARD ONEIDA COUNTY CONTRACT ADDENDUM**

**THIS ADDENDUM**, entered into on this 1 day of January, 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, and 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. Executory or Non-Appropriation Clause.**

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

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

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding 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, an 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 indicted 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 any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

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

**5. Non-Assignment Clause.**

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

**6. Workers' 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 315-798-6444 E-mail.ofa@ocgov.net

February 8, 2017

FN 20 17-107

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

HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear Mr. Picente:

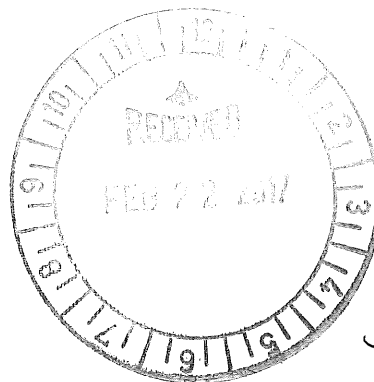
I am submitting the following Agreement between the Oneida County Office for the Aging and Continuing Care, and the Senior Citizens Council of Rome, New York, Inc., located at the Ava Dorfman Senior Center, for your review and approval. If this Agreement meets with your approval, please forward to the Board of Legislators for further consideration.

This Agreement is for the provision of Social Adult Day Services. This Agreement will continue to provide community based long term care services to the frail and elderly, and assist older consumers to delay or divert nursing home placement. The total amount of this Agreement is \$60,000.00. This consists of 75% (\$45,000.00) State funds and 25% (\$15,000.00) County dollars. This contract commences January 1, 2017 and terminates December 31, 2017.

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

Sincerely,

Michael J. Romano  
Director



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

Anthony J. Picente, Jr.  
County Executive

Date 2/23/17

MJR/jc

Enclosures

Oneida Co. Department: \_\_\_\_\_

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Senior Citizens Council of Rome, New York, Inc.  
305 East Locust Street  
Rome, New York 13440

**Title of Activity or Service:** Social Adult Day Care

**Proposed Dates of Operation:** January 1, 2017 through December 31, 2017

**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 that they need the 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**

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.

**Total Funding Requested:** \$60,000.00      **Account #:** A6772.495.116

**Oneida County Dept. Funding Recommendation:** \$ 60.00 /day total

**Proposed Funding Sources (Federal \$/ State \$/County \$):**  
Federal: 0% (\$0)      State: \$ 45,000.00 (75%)      County: \$ 15,000.00 (25%)

**Cost Per Client Served:** \$60.00 per client per five hour day

**Past Performance Data:** The Contractor has provided social adult day care since 1992.

**O.C. Department Staff Comments:** N/A

## AGREEMENT

THIS AGREEMENT by and between the **SENIOR CITIZENS COUNCIL OF ROME, NEW YORK, INC**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, with a service location at 305 East Locust Street, Rome, New York 13440, hereinafter known as "**CONTRACTOR**"; and the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its offices located at 800 Park Ave., Utica, New York 13501, by and through its department of **OFFICE FOR THE AGING AND CONTINUING CARE**, located at 120 Airline Street, Suite 201, Oriskany, NY 13424 hereinafter known as the "**COUNTY**," collectively the "**PARTIES**."

### 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, CSEP/III-E, CSI, SNAP, HIICAP, MIPPA/SHIP, and County of Oneida funds; and

**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. **TERM OF AGREEMENT**

A. The terms and conditions of this Agreement shall **commence January 1, 2017 and terminate December 31, 2017.**

2. **AGREEMENT RENEWAL**

A. The **COUNTY** and the **CONTRACTOR** may negotiate this Agreement annually.

B. Nothing herein shall be construed to indicate that the **COUNTY** is bound to renew this Agreement with **CONTRACTOR** on an annual basis, and **COUNTY** reserves the right to seek the same or similar services from third Parties.

3. SCOPE OF SERVICES- 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.

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.

F. 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.

G. The **CONTRACTOR'S** personnel shall 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.

H. The **CONTRACTOR** and **COUNTY** agree to hold periodic coordinating meetings as needed.

I. The **CONTRACTOR** and **COUNTY** agree to work cooperatively to develop comprehensive adult day services for Oneida County.

4. **PERFORMANCE OF SERVICES**

A. **CONTRACTOR** represents that **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. **CONTRACTOR** shall use **CONTRACTOR'S** best efforts to perform the services such that the results are satisfactory to the **COUNTY**. **CONTRACTOR** shall be solely responsible for communications with the Consumer or Consumer's caregiver in order to determine the location, method, details and means of performing the services, except where Federal, State or local Laws and Regulations impose specific requirements on performance of the same.

B. **CONTRACTOR** may, at **CONTRACTOR'S** own expense, employ or engage the services of such employees, subcontractors and/or partners as **CONTRACTOR** deems necessary to perform the services. The employees, subcontractors and/or partners are not and shall not be employees of the **COUNTY**, and the **COUNTY** shall have no obligation to provide employees, subcontractors and/or partners with any salary or benefits. **CONTRACTOR** shall be solely responsible and shall remain liable for the performance of the services by the employees, subcontractors and/or partners in a manner satisfactory to the **COUNTY**, in compliance with any and all applicable Federal, State or Local Laws and Regulations.

C. **CONTRACTOR** acknowledges and agrees that **CONTRACTOR** and its employees, subcontractors and/or partners have no authority to enter into contracts that bind the **COUNTY** or create obligations on the part of the **COUNTY** without the prior written authorization of the **COUNTY**.

5. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all **PARTIES** that the **COUNTY** will reimburse the **CONTRACTOR** for Social Adult Day Care Services which are provided in accordance with the terms and conditions of this Agreement and the Community Services for the Elderly Program (CSEP) and the Caregiver Support IIIIE grants.

B. The **COUNTY** agrees to reimburse the **CONTRACTOR** **\$60.00 per day (\$6.00 per ½ hour or \$12.00 per hour)** which will include program, meals and transportation. A full day of programming is defined as five (5) hours, but the **CONTRACTOR** may bill in ½ hour increments



when the client is attending less than five (5) hours per day. The total payments for this contract will not exceed Sixty Thousand Dollars (**\$60,000.00**).

C. The **COUNTY** funds are contingent upon availability of State and County of Oneida funding; reimbursement is payable in twelve (12) monthly vouchers as specified in the Voucher Instructions in Appendix D.

D. The **COUNTY** shall not be liable for any late fees for any interest in late payments. The obligations of the **PARTIES** hereunder are conditioned upon the continued availability of New York State and **COUNTY** funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State and **COUNTY** officials fail to approve sufficient funds for completion of the services set forth in this Agreement, the **COUNTY** shall have the option to immediately terminate this Agreement upon providing written notice to the **CONTRACTOR** by certified mail. 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.

E. The **COUNTY** reserves the right to withhold payment under this Agreement due to Contractor's failure to properly perform its obligations under this Agreement. The **COUNTY** may withhold payment for including but not limited to:

1. defective services,
2. third party claims,
3. failure of the **CONTRACTOR** to pay its subcontractors, if any,
4. damage to the **COUNTY**, or
5. (5) failure to carry out the services in accordance with this Agreement.

F. It is understood and agreed that the **COUNTY** shall not be responsible for any costs incurred by the **CONTRACTOR** prior to the effective date or following the termination date of this Agreement.

6. **NO CLAIM FOR DAMAGE**

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.

7. **EXPENSES**

A. **CONTRACTOR** is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services and other general operating expenses.

8. **TRAINING:**

A. **CONTRACTOR** and its employees, subcontractors and/or partners shall not be required to attend or undergo any training by the **COUNTY**, other than those trainings mandated by the Federal, State or Local Law and Regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or Local Law or Regulation necessary to perform the services described herein, **CONTRACTOR** shall be fully responsible for its own training and the training of and its employees, subcontractors and/or partners necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

9. **NON ASSIGNMENT CLAUSE**

A. **CONTRACTOR** shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the **COUNTY**.

10. **SUBCONTRACTS**

A. A subcontractor is a person who has an agreement with the **CONTRACTOR** to perform any of the Services.

B. The **CONTRACTOR** agrees to furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the services. The **COUNTY** shall be provided a copy of any and all agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the services within ten (10) days of their final execution.

C. Any agreements between the **CONTRACTOR** and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

11. **INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the **CONTRACTOR** and its employees, subcontractors and/or partners to the **COUNTY** shall be that of an Independent Contractor. The **CONTRACTOR** and its employees, subcontractors and/or partners shall not be considered employees of the **COUNTY** for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The **CONTRACTOR** and its employees, subcontractors and/or partners, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the **COUNTY** by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **COUNTY**.

B. **CONTRACTOR** warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. **CONTRACTOR** and **COUNTY** agree that **CONTRACTOR** is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

C. The **CONTRACTOR** and its employees, subcontractors and/or partners shall not be eligible for compensation from the **COUNTY** 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.

D. **CONTRACTOR** acknowledges and agrees that neither **CONTRACTOR**, nor its employees, subcontractors and/or partners, shall be eligible for any **COUNTY** employee benefits, including retirement membership credits.

E. **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to **CONTRACTOR** or its employees, subcontractors and/or partners under this Agreement, and for compliance with all applicable labor and employment requirements with respect to **CONTRACTOR'S** self-employment, sole proprietorship or other form of business organization, and with respect to the employees, subcontractors and/or partners, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The **COUNTY** shall not be responsible for withholding 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). **CONTRACTOR** shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

F. The **CONTRACTOR** shall indemnify and hold the **COUNTY** harmless from all loss or liability incurred by the **COUNTY** as a result of the **COUNTY** not making such payments or withholdings.

G. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the **CONTRACTOR'S** Independent Contractor status, it is agreed that both the **COUNTY** 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.

H. The **CONTRACTOR** agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

12. **NON ASSIGNMENT CLAUSE**

A. The **CONTRACTOR** shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the **COUNTY**.

13. **SUBCONTRACTS**

A. A subcontractor is a person who has an agreement with the **CONTRACTOR** to perform any of the services.

B. The **CONTRACTOR** agrees to furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the Services. The **COUNTY** shall be provided a copy of any and all agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the services within ten (10) days of their final execution.

C. Any agreements between the **CONTRACTOR** and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

14. **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, more fully described in **APPENDIX A**.

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

C. The **CONTRACTOR** shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right...."

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

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

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

15. **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 Oneida County. 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 (LEP) 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 that the contract with the AAA is for a program or service funded under the Area Plan, the **CONTRACTOR** agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area 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; will 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.

16. **GRIEVANCE PROCEDURES**

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

17. **FISCAL REQUIREMENTS/RESPONSIBILITIES**

A. The **CONTRACTOR** shall keep CSEP/III-E funds separate; further, state and federal funds shall not be used as local share (match).

B. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the **COUNTY** Voucher Instructions, refer to **APPENDIX C**.

C. The **COUNTY** will be responsible for sending monthly donation letters and collecting participant contributions for all participants who attend Office for the Aging and Continuing Care funded day care program. Any contributions received by the **CONTRACTOR** for Office for the Aging

and Continuing Care funded participant, directly, will be reported and deducted on monthly vouchers by the **CONTRACTOR**.

D. The **CONTRACTOR** shall report to the **COUNTY** any and all additional moneys or program income (contributions, donations,) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a **COUNTY** grant supported activity, or earned as a result of the **COUNTY** grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The **CONTRACTOR** shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements and other grants within its program budget.

F. The **COUNTY** shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has been a **CONTRACTOR** for two (2) years or more; a copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.

I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when the contract is terminated.

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the Code of Federal Regulations 45-74, as amended in 1980.

18. **INDEMNIFICATION**

A. The obligations of the **CONTRACTOR** under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

B. The **CONTRACTOR** agrees that it shall defend, indemnify and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, 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 services 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.

C. 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** 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.

19. **INSURANCE COVERAGE REQUIREMENTS**

A. As part of its obligation to indemnify, defend and hold harmless the **COUNTY**, its officers, agents, employees, as set forth above, the **CONTRACTOR** agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

B. The **CONTRACTOR** shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

C. The **CONTRACTOR** shall not commence work until such insurance has been approved by the **COUNTY**. The certificates shall be on forms approved by the **COUNTY**. Acceptance of the certificates shall not relieve the **CONTRACTOR** of any of the insurance requirements, nor decrease the liability of the **CONTRACTOR**. The **COUNTY** reserves the right to require the **CONTRACTOR** to provide insurance policies for review by the **COUNTY**. The **CONTRACTOR** grants **COUNTY** a limited power of attorney to communicate with the **CONTRACTOR'S** insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

D. **Certificates of Insurance**: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the **CONTRACTOR'S** Commercial General Liability Policy, Auto Liability Policy, and Excess/Umbrella Policy. These Certificates and the Insurance Policies required below shall contain a provision that coverage afforded under the Policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the **COUNTY**.

E. **Commercial General Liability Insurance (CGL)**: The **CONTRACTOR** agrees that it shall, 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) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The **CONTRACTOR** agrees to have



the **COUNTY** added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.

1. Coverage for the additional insured shall include completed operations.
2. The CGL coverage shall include a General Aggregate Limit and such General Aggregate Limit shall apply separately to each project.
3. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products- completed operations, and personal and advertising injury.
4. There shall be no exclusions to contractual liability for Employee Injuries (i.e. Labor Law Exclusions).
5. The **CONTRACTOR** shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least three (3) years after completion of the Services.

F. **Auto Liability**: The **CONTRACTOR** agrees that it shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Business Auto Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the term of this Agreement. Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis.

G. **Excess/Umbrella Liability Insurance**: The **CONTRACTOR** agrees that it shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Umbrella/Excess Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Two Million Dollars (\$2,000,000.00) annual aggregate. The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability, and Employers Liability maintained by the **COUNTY**.

H. **Professional Liability Insurance**: The **CONTRACTOR** agrees that it shall, during the term of this Agreement maintain a professional liability policy and will provide the **COUNTY** with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

I. Workers Compensation and Employers Liability Insurance: The **CONTRACTOR** agrees that it shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Worker's Compensation Law at statutory New York limits.

J. The **CONTRACTOR** shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the above Insurance Requirements paragraphs.

K. Payment(s) to the **CONTRACTOR** may be suspended in the event the **CONTRACTOR** and his sub-contractors, if any, fails to provide the required insurance documentation in a timely manner.

L. Waiver of Subrogation: **CONTRACTOR** waives all rights against the **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Business Auto Liability or Workers Compensation and Employers Liability Insurance maintained per requirements stated above.

20. **REPORTING REQUIREMENTS**

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

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

D. The **CONTRACTOR** agrees to comply with policies ensuring client confidentiality, as established by the **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** shall provide the **COUNTY** with required monthly, periodic, and/or special reports and shall submit all reports to the **COUNTY** by the dates specified.

21. **COORDINATION REQUIREMENTS**

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

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

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

22. **AGREEMENT CANCELLATION**

A. The Agreement may be cancelled 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 thirty (30) day 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 monies expended under the Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the **COUNTY**.

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

23. **ENTIRE AGREEMENT**

A. This Agreement contains the binding Agreement between the **PARTIES** and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

B. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all **PARTIES**.

C. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

24. **INCORPORATION BY REFERENCE**

A. All exhibits, addenda, appendices and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

25. **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**.

26. **CHOICE OF LAW/FORUM**

A. If either Party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

B. The **CONTRACTOR** expressly consents to personal jurisdiction in New York State.

C. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

27. **SERVICE OF PROCESS.**

A. The **CONTRACTOR** expressly agrees that in the event an action is filed in a Court of Competent Jurisdiction in Oneida County, New York, service of said action shall be made in accordance with New York State Civil Practice Law and Rules Section 311, New York State Business Corporation Law Section 306, and/or New York State Business Corporation Law Section 307, and such service shall be deemed good and sufficient.

28. **SUCCESSORS AND ASSIGNS**

A. This Agreement shall be binding on and inure to the benefit of the **PARTIES** hereto and their respective heirs, legal or personal representatives, successors, and assigns.

29. **NON WAIVER**

A. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the **PARTIES** to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

30. **SUCCESSORS AND ASSIGNS**

A. This Agreement shall be binding on and inure to the benefit of the **PARTIES** hereto and their respective heirs, legal or personal representatives, successors, and assigns.

31. **SEVERABILITY**

A. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the **PARTIES** agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the **PARTIES** agree that all other provisions shall remain valid and enforceable.

32. **AUTHORITY TO ACT/SIGN**

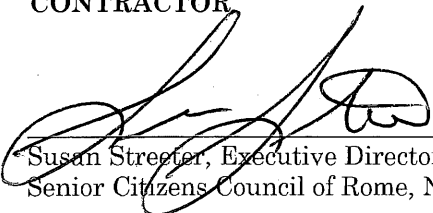
A. The **CONTRACTOR** hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by **CONTRACTOR** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the **CONTRACTOR**; no other action on the part of the **CONTRACTOR** or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the **CONTRACTOR** to enter into this Agreement, or to consummate the transactions contemplated herein.

33. **ADVICE OF COUNSEL**

A. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

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

**CONTRACTOR**

  
\_\_\_\_\_  
Susan Streater, Executive Director  
Senior Citizens Council of Rome, NY, Inc.

  
\_\_\_\_\_  
Date

**COUNTY OF ONEIDA**

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

\_\_\_\_\_  
Date

**OFFICE FOR THE AGING AND CONTINUING CARE**

Michael J. Romano  
Michael J. Romano, Director

2/14/17  
Date

**Approved:**

By: \_\_\_\_\_  
Merima Smajic, Esq., Assistant County Attorney

\_\_\_\_\_  
Date

## APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)  
45 CFR Part 74 (Administration of Grants)  
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)  
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)  
45 CFR Part 93 (New Restrictions on Lobbying)  
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)  
45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)  
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)  
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)  
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)  
Equal Pay Act of 1963, as amended (29 USC 206)  
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)  
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)  
Single Audit Act of 1984 (31 USC 7501, et. seq.)  
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))  
Office of Management and Budget (OMB)  
OMB Circular A-87 (Cost Principles for State and Local Governments)  
OMB Circular A-95 (Clearinghouse Review)  
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)  
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)  
OMB Circular A-122 (Cost Principles for Non-profit Organizations)  
OMB Circular A-128 (Audits of State and Local Governments)  
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)  
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)  
Article 19 - J of the Executive Law  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)  
**New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)**  
Executive Law of New York State, Article 15 (State Human Rights Law)  
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)  
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)  
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)  
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)  
EISEP Program Standards  
**NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)**  
Legal Assistance Standards (94-PI-52)  
Weatherization Referral and Packaging Program (WRAP) Handbook  
Governor's 1960 Code of Fair Practices  
Governor's Executive Order 6 (Affirmative Action Efforts)  
Governor's Executive Order 19 (Prevention of Sexual Harassment)  
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

## **APPENDIX B**

### Oneida County Office for the Aging

#### **Grievance Procedures**

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

#### **Right to File a Grievance**

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

#### **Denial of Service or Client's Unsatisfaction of Service**

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

#### **Grievance Process**

##### **Filing a Grievance**

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

##### **Investigation and Response to a Grievance**

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

##### **Appeal of Initial Response/Decision**

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

##### **Record Keeping**

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

##### **Confidentiality**

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.



## APPENDIX C

Oneida County Office for the Aging  
2015-2016

### **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, CSEP, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
  - ✓ Attach CAARS monthly report.
  - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
  - ✓ Attach appropriate backup:
    - Payroll certification sheets and time sheets signed by Agency employee.
    - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
    - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
    - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
    - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

8. **Timely Submissions:**

- ✓ Submit monthly vouchers by the 10<sup>th</sup> day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

**9. Changes To The Budget** (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

**10. Technical Assistance:**

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

## APPENDIX D

### **Standard Contract Clauses Addendum**

THIS ADDENDUM, 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. Executory or Non-Appropriation Clause.**

- a. 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.**

- a. 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 tension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

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

workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- b. Establishing an on-going drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The Contractor's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance program;  
and
    4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
    1. Abide by the terms of the statement; and
    2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
  - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
    1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the rehabilitation Act of 1973, as amended; or
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health, law enforcement, or other appropriate agency;
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (0), (0), (d), (0), (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.
  3. 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 "HIPPA," as well as all regulations promulgated by the Federal Government in furtherance hereof, 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.**
  - a. 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.
  - b. 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.**

- a. 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.
- b. 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.**

- a. 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).
- 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.
- c. 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.

- d. 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 HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

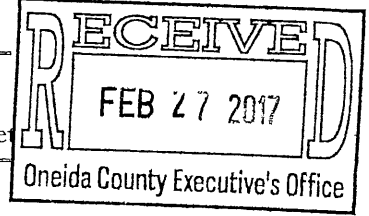
ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.  
DIRECTOR OF HEALTH

## ADMINISTRATION

Phone: (315) 798-6400 • Fax: (315) 266-6138 • Email: publichealth@ocgov.net



January 12, 2017

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

FN 20 17-108 Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
*[Signature]*  
HEALTH & HUMAN SERVICES Anthony J. Picente, Jr.  
County Executive  
WAYS & MEANS Date 2/28/17

Dear County Executive Picente:

Pursuant to Section 4410 of NYS Education Law and in compliance with part 200 of the Regulations of the Commissioner of Education, municipalities are to provide payment for related health services rendered to eligible preschool aged children with disabilities.

I respectfully request a Budget Transfer in the amount of \$150,000.00 for fiscal year 2016 to cover the cost of these payments. In the approved budget, it was calculated approximately 230 classified students would be approved to receive a combination of health related services. The year-end estimated count will be closer to 299 students due to increased numbers of children being served in less restrictive regular education classrooms as opposed to costly special programs.

We are, therefore, requesting the following transfer for the **2016** fiscal year:

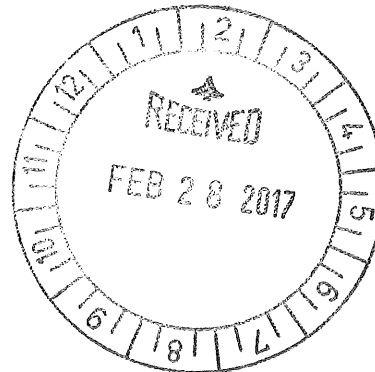
**From:** A2960.4957 – Tuition.....\$150,000.00  
**To:** A2960.1953 – Related Services.....\$900,000.00

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

Please contact me if you have any questions, require clarification, or seek additional information to assist in your consideration of this request.

Sincerely,

*[Signature]*  
Phyllis D. Ellis, BSN, MS, FACHE  
Director of Health



Cc: T. Keeler, Director of Budget

# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> 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 • Email: [publichealth@ocgov.net](mailto:publichealth@ocgov.net)

August 28, 2016

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

FN 20 17-109

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Attached are three (3) copies of an agreement between Oneida County through its Health Department and the Adirondack Central School District.

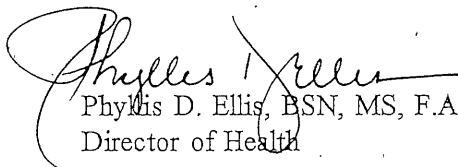
The Adirondack Central School District will provide related services of speech language pathology, occupational therapy, and physical therapy for preschool children with disabilities, as required by law.

The term of this agreement shall be from September 1, 2016 through June 31, 2018. Payment is based on rates of \$48.00 per half hour for individual sessions and \$25.00 per half hour for group sessions as set by the New York State Department of Education. This contract is not to exceed \$49,000.00.

If this agreement meets with your approval, please sign where indicated.

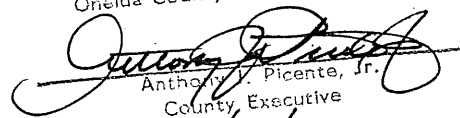
Should you have any questions or concerns, please feel free to contact me.

Sincerely,

  
Phyllis D. Ellis, BSN, MS, F.A.C.H.E.  
Director of Health

Attachments  
NS

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

  
Anthony J. Picente, Jr.  
County Executive

Date 2/9/17

Oneida Co. Department: Public Health

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Adirondack Central School District  
110 Ford Street  
Boonville, NY 13309

**Title of Activity or Service:** Related services of speech language pathology, occupational therapy, and physical therapy for preschool children with disabilities.

**Proposed Dates of Operation:** September 1, 2016 to June 30, 2018

**Client Population/Number to be Served:** Preschool children with disabilities

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** School district to provide qualified therapists to provide related services as mandated by law
  
- 2) **Program/Service Objectives and Outcomes:** Speech/language and motor remediation of students with disabilities
  
- 3) **Program Design and Staffing:** Contract staff to provide related services at the location of the student

**Total Funding Requested: \$49,000**

**Account: A2960.1953**

**Oneida County Dept. Funding Recommendation: \$49,000**

**Proposed Funding Sources (Federal \$/ State \$/County \$):** County: \$19,845/State: \$29,155

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

**Past Performance Data: N/A**

**O.C. Department Staff Comments: N/A**



## ONEIDA COUNTY PRESCHOOL RELATED SERVICE CONTRACT

This Contract, by and between the COUNTY OF ONEIDA, through its Department of Health, a municipal corporation of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York, hereinafter referred to as the "County," and ADIRONDACK CENTRAL SCHOOL DISTRICT, a political subdivision of the State of New York, having its principal offices at 110 Ford Street, Boonville, New York 13309-1200, hereinafter referred to as the "Contractor."

### WITNESSETH:

**WHEREAS**, the County is in need of the provision of related services to preschool children with disabilities pursuant to Section 4410 of the New York State Education Law and Part 200 of the Regulations of the Commissioner of Education, through the County's Education of Handicapped Children Program; and

**WHEREAS**, the Contractor has been approved by the Commissioner of Education of the State of New York to provide the above named special education service in accordance with Section 4410 of the New York State Education Law and in compliance with 8 NYCRR Part 200, to an eligible preschool student with a disability, as recommended by the Committee on Preschool Special Education (CPSE) and approved by the Board of Education (BOE) from the child's resident school district;

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

### 1. TERM OF AGREEMENT

This contract shall become effective September 1, 2016 and shall terminate on June 30, 2018, conditioned upon the continued availability of Federal and/or New York State funds for the purpose set forth in this contract.

### 2. RATES

- a. Upon submission of a completed County voucher and required supporting documentation as discussed below for services rendered, the County shall pay the Contractor the rates set forth in the ONEIDA COUNTY RELATED SERVICE RATES SCHEDULE, attached hereto and incorporated herein as "Exhibit A."
- b. The parties acknowledge that the State of New York does, from time-to-time, change the rate to be paid for the services herein, and the parties agree that all services performed by the Contractor during the term of this Contract shall be paid at the rate set forth by New York State at the time of service.
- c. In order to effectuate the provision of subsection B herein, the parties agree that any rate changes during the life of this contract will be submitted as amendments to this contract.
- d. Total compensation to the Contractor shall not exceed Forty-Nine Thousand Dollars and no cents (\$49,000.00) during the term of this contract.

### 3. CONDITIONS OF PAYMENT:

The County, in accordance with the provisions of this Contract, shall reimburse the Contractor for expenditures made for contracted services as follows:

- a. The County will set rates for all related services delivered on an itinerant basis subject to New York State Department of Education (SED) approval.
- b. The County will provide payment of services rendered, as authorized on the child's Individualized Education Program (IEP) and the STAC 1 upon the Contractor's submission of a correctly completed voucher on a monthly basis. All submissions must include the required documentation as set forth in this contract and any other documentation requested by the County. The Contractor shall maintain a copy of the child's IEP throughout the term of this contract.



- c. The Contractor shall submit a voucher to the County for the services rendered not later than fifteen (15) days after the end of the July/August session and not later than fifteen (15) days after the end of each month for the September to June session.
- d. No payment shall be required to be made by the County prior to the receipt of Notification of Determination of Placement or STAC 1, if the BOE uses the STAC 1 as its notice of determination of placement.
- e. No parent or any person shall be required or requested to make payment for services in addition to the payments made by the County pursuant to this contract.
- f. The Contractor must submit, for Medicaid eligible children, a signed Medicaid Provider Agreement and Reassignment form with the signed contract so the County can claim Medicaid reimbursement for the Related Services.

#### 4. TERMINATION

- a. **BY CONTRACTOR:** Should the Contractor request termination of this contract, a written notice of any such termination shall be provided to the County by the Contractor not less than ninety (90) days prior to the intended effective date of such action. In the event of such termination, the parties shall adjust the accounts due and the Contractor shall undertake no additional expenditures not already required.
- b. **BY COUNTY:** This contract may be terminated at any time by the County upon ten (10) days written notice to the Contractor. However, in the event the Contractor defaults in the performance of any of its obligations under this contract, the County may terminate the contract effective upon written notice at any time. Furthermore, 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 Contract, the County shall have the option to immediately terminate this Contract upon providing written notice to the Contractor. In such 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.

#### 5. SCOPE OF SERVICES

Services performed pursuant to this contract shall be provided in accordance with Section 4410 of the New York State Education Law and in compliance with the regulations of the Commissioner of Education of the State of New York set forth in 8 NYCRR Part 200.

- a. The Contractor shall provide appropriate Related Services for children with disabilities delivered on an itinerant basis subject to New York State Education Department (SED) and Board of Education (BOE) approval. The parties hereto agree that "Related Services" as used herein shall have the same meaning as that term is defined in Section 4410 of the New York State Education Law and 8 NYCRR 200.1(qq).
- b. The Contractor shall provide Related Services for children with disabilities during the school year. The school year is hereby defined as a July/August session from July 1 through August 31 and/or a September/June session from September 1 through June 30.
- c. **The Contractor cannot begin providing Related Services to a child with disabilities until the BOE has approved the Notification of Determination of Placement or STAC 1, if the BOE uses the STAC 1, outlining the appropriate Related Services to be provided by the Contractor. The start date will be indicated on the STAC 1(System to Track and Account for Children) and a copy shall be provided to the Contractor.**
- d. All financial arrangements for services under this contract shall be between the County and Contractor in accordance with the Provisions of Section 5 of this contract. The County will maintain an approved Oneida County Related Services Provider List and ensure that the Contractor is a referral from this list approved by the New York State Department of Education for the County of Oneida.

#### 6. MEDICAID COMPLIANCE:

The Contractor shall provide with the voucher the following information for all Medicaid eligible children enrolled in its programs pursuant to Section 4410 of the New York State Education Law:

- a. Dates the child received a Related Service (e.g. physical therapy, speech therapy, occupational therapy, skilled nursing services and/or counseling, and transportation, as applicable).

- b. Documentation that each Related Service session was verified as delivered by the signature of the service provider.
- c. Copy of the Medicaid consent form to release child specific information signed by the parent of a child with a disability receiving Medicaid eligible services.
- d. All reporting requirements necessary for Medicaid compliance per Section 4410 of the New York State Education Law. The Contractor shall be responsible for reviewing Medicaid in Education notifications and changes, which can be found at <http://www.oms.nysed.gov/medicaid/>.
- e. Documentation evidencing the number of eligible Medicaid services by service type provided to each Medicaid eligible child pursuant to Section 4410 of the New York State Education Law.
- f. The Contractor shall obtain from the parent or person in parental relationship to the Medicaid eligible child receiving Related Services pursuant to Section 4410 of the Education Law, the Client Identification Number (CIN), period of eligibility and any other relevant third party health insurance information for the purpose of establishing Medicaid as the "payer of last resort". Nothing herein shall preclude the child's enrollment and initiation of services in accordance with the Board's Notice of Determination. A copy is to remain in the Contractor's file.

## 7. COMPLIANCE WITH THE LAW

The Contractor agrees that while performing under the terms of this contract that the Contractor shall comply with all Federal, New York State statutes and regulations and all local rules and regulations.

## 8. CHILD ABUSE/MALTREATMENT MANDATE

- a. In compliance with Section 4410 of the New York State Education Law and Section 424-a of the New York State Social Services Law, the Contractor is required to screen and be cleared through the State Central Register of Child Abuse and Maltreatment (SCR).
- b. The Contractor is responsible for screening and obtaining clearance through the SCR for the following individuals: (1) Any person who is actively being considered for employment and who will have the potential for regular and substantial contact with children who receive preschool special education programs and Related Services; (2) Any person who is employed by an individual, corporation, partnership, or association that provides goods or services to approved preschool special education children.
- c. The Contractor is responsible for screening individuals through the SCR regardless of whether an individual has been screened through the SCR for employment or contract with another County or agency provider.
- d. The Contractor will not permit unsupervised contact between child and any potential employee or contractor before receiving a completed clearance and acceptable response from SCR.
- e. The Contractor will notify all individuals being screened that an inquiry will be made to the SCR and that this is a State requirement. The Contractor will establish procedures to ensure that the confidentiality of any SCR response is maintained. The Contractor will comply with SCR regulations in not screening employees more than once every six months, and one time only to the extent required by section 424-a of the New York State Social Services Law for contractors, consultants and volunteers.
- f. Proof of SCR database check in accordance with Section 424-a of the New York State Social Services Law must be submitted to the County with the instant contract and on an ongoing basis as required for special education services and programs for preschool children with disabilities.

## 9. CONFIDENTIALITY

The County and the Contractor shall hold in strict confidence all child records and disclose information and data in such records only to persons or entities as authorized or required by law or by written consent of the child'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 contract. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this contract in conformity with the provisions of applicable Federal, State, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this contract.

## 10. REPORTING REQUIREMENTS

- a. Contractor employed therapists shall be presently qualified to provide Related Services in New York State and shall submit copies of all appropriate license(s) or certification(s) to the County and update these as necessary during the term of this Contract.
- b. Contractor agrees to attend Committee for Preschool Special Education (CPSE) annual review meetings and program reviews as scheduled by the CPSE Chairperson or BOCES Coordinator for the child being served. The Contractor shall submit a copy of any reports necessary for review at these meetings to the County, as well as the CPSE Chairperson/BOCES Coordinator, at least ten (10) school days prior to the meeting date.
- c. Speech pathologists shall be required to obtain a written Prescription (recommendation/order) for speech services signed and dated from (1) NYS Licensed and ASHA Certified Speech-Language Pathologist OR (2) a physician, physician's assistant or nurse practitioner which denotes the appropriate and current ICD code. The NYS Licensed and ASHA Certified Speech-Language Pathologist cannot write a referral if they have not seen the preschool child. 18NYCRR 505.11 states that a written order must contain a diagnostic statement and purpose of treatment. It is not acceptable for the ordering or referring professional never to have met with the child as it is incompatible with the obligations of the ordering practitioner to assure that the ordered care, services or supplies will meet the recipients needs and restore him/her to the best possible functional level. Physician, physician assistants or nurse practitioner's orders must be dated on or before the initiation of service. No direct or consultation services will be permitted unless an appropriately written prescription is obtained. A copy of this prescription must also be forwarded to the County with the initial bill.
- d. Physical Therapists must obtain a signed prescription (order/ recommendation) from a physician, physician assistant or nurse practitioner which denotes an ICD code.
- e. Occupational therapists must obtain a signed prescription (order/recommendation) signed and dated by a licensed physician or nurse practitioner which denotes an ICD code.
- f. No direct or consultation services can be delivered unless an appropriately signed and dated prescription by the appropriate professional is obtained. A copy of this prescription must also be forwarded to the County with the initial bill.
- g. The Contractor must obtain a current copy of the IEP from the CPSE Chairperson prior to start of service which will follow the BOE approval date. This is applicable to any later program changes on the IEP as well. The Contractor shall deliver services as specified on the IEP in the areas of remediation, frequency and duration of Related Services.
- h. The Contractor shall submit an attendance and progress note for each session the child received Related Services on a monthly basis at the minimum, or with the invoice, whichever is presented first. All progress notes submitted must also have the signature and National Provider Identification number (NPI#) of this licensed individual and title as well as the direct service provider and title.
- i. The Contractor shall call the CPSE chairperson for a program review if services cannot be delivered as indicated on IEP due to child's absence, or if the therapist recommends a change in service or discharge.
- j. The Contractor shall forward a copy of all documentation and justification for 12-month programming to the County and the CPSE prior to any scheduled program review or annual review, whenever such is recommended.
- k. The Contractor shall meet with the child's parent/guardian at such times as appropriate during the year to discuss goals and progress. Whenever services are to be delivered in conjunction with a general education preschool program, the Contractor shall work with the program by communicating with staff, parents, school district and other therapists. An attempt will also be made to provide parent/guardian with follow up materials to be used at home to reinforce delivery of related services.
- l. The Contractor shall inform the parent/guardian of his/her responsibility to ensure that the child's attendance enables him/her to benefit from the related services provided. The parent/guardian should be made aware of the need to alert the Contractor in a timely manner when the child will be absent or not available for Related Services if provided in the home.

- m. If two or more Related Services are required for a child, the CPSE Chairperson shall select one of the therapists to act as a Coordinator of Service. If the CPSE determines that a Special Education Itinerant Teacher (SEIT) is to be provided in conjunction with one or more Related Services, the SEIT shall be responsible for the coordination of such services pursuant to Regulations of the Commissioner of Education. Compensation for such services is to be part of the SED established rates for the SEIT model.
- n. The Contractor's progress notes addressing goals and objectives on the IEP must be completed quarterly. A copy of the progress notes must be provided to the parent, the CPSE Chairperson and the County.
- o. Upon expiration of the term of the contract, all files and records shall be retained by the Contractor for six (6) years from the last date of payment under this contract.

## 11. RESPONSIBILITIES OF THE COORDINATOR OF SERVICE

- a. When two or more Related Services are mandated (not in conjunction with SEIT), the CPSE Chairperson will designate the coordinator of services from the list of approved Related Service providers maintained by the County. The coordinator must be one of the individuals/agencies providing Related Services to the child, as specified by the CPSE. It is suggested that, to the extent possible, service providers be selected from the same agency. It is the responsibility of the coordinator to stay thoroughly informed on all facets of the services provided to the child. In addition to duties as outlined in the section covering Reporting Requirements above, the designated coordinator will perform appropriate coordination activities including but not limited to:
  - Arranging the schedule for service delivery, offering recommendations and consulting with the CPSE chairperson to resolve scheduling issues when appropriate.
  - Sharing appropriate information with other Related Service providers for the appropriate integration of such services.
  - Gathering appropriate progress reports and anecdotal information relating to the student's progress from all Related Service providers to ensure that the Coordinator has a general knowledge of the child's progress, as well as any significant considerations, in the Related Service area.
  - Attend Annual Review meeting and other meetings, if requested by the CPSE chairperson. The coordinator is responsible to have all information on the child's progress and needs and is expected to represent the other therapists involved in the child's care at the CPSE meetings.
  - Conducting activities such as telephone conferences or other communication practices. Coordination activities must be documented and reported in half-hour service blocks on the Coordination Service Form.
  - Coordination services can be provided only by a licensed speech pathologist, physical therapist and occupational therapist.
- b. Billing for Coordination services shall not exceed 10 sessions during the school year (September – June) and 2 sessions during a summer program (July – August) per child. One (1) session or service block consists of a half-hour and will be paid at the rate indicated under the ONEIDA COUNTY RELATED SERVICE RATES SCHEDULE. Each date of contact and length of time claimed for coordination during the month must be listed and identified. Periods of less than a half-hour block may be combined into half-hour service blocks of coordination services for billing purposes.

## 12. MAKE UP POLICY

- a. **Reporting Absences**  
Habitual absences by the student should be reported to the school district (CPSE) and the Special Education Itinerant Teacher (SEIT) if the child receives SEIT services; if the child receives two or more Related Services, habitual absences shall be reported to the assigned Related Service coordinator appointed by the CPSE Chairperson.
- b. **Student Absence or Cancellation**  
There shall be no makeup for therapy sessions provided under Section 4410 of the New York State Education Law when such sessions are missed due to a child's absence or cancellation (with or without notice). If a child's illness will necessitate canceling of service for several consecutive sessions, please request the parent/guardian call you to commence Related Services.
- c. **Therapist Absence or Cancellation**  
Related Services which are missed due to the absence or cancellation of the therapist may be made up if the parent consents and the therapist's schedule permits. The makeup sessions must take place within the same week the Related Service was missed.
- d. **Prolonged Absence of Therapist**

When the therapist is absent for a prolonged period of time, the school district should be notified. The school district is responsible for arranging the replacement for the absent therapist. The school district is responsible for notifying the County of any change of a Related Service provider prior to the change so the County may give the new provider permission to begin services.

e. **Holidays and Other School Closings**

The Contractor will follow the calendar of the local school district in which the child resides. Therefore, holiday and other school closings of that particular school district will apply. When Related Services are provided in a mainstream preschool setting, the preschool calendar will be followed except where written prior arrangements have been mandated by the school district and approved by the County.

f. **Limitations on Scheduling Therapy Makeup Sessions**

Make up sessions must be clearly documented on the appropriate session notes with reasons for the makeup session.

### 13. INSURANCE AND INDEMNIFICATION

a. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.

i. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

1. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

2. Oneida County and all other parties required of the Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations.

ii. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

iii. Workers Compensation and Employers Liability

1. Statutory limits apply.

b. **Waiver of Subrogation:** Contractor waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, Automobile Liability, Umbrella Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

c. **Certificates of Insurance:** Prior to the start of any work the contractor shall provide a certificate of insurance to Oneida County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to Oneida County.

d. **Indemnification:** The Contractor agrees that it shall defend, indemnify and hold harmless 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 negligent performance of services by Contractor and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with any of the covenants, terms or conditions of this agreement.

#### 14. EXCLUSIVITY

- a. The County retains the right to reassign children receiving Related Services under the terms of this contract to other Contractors or its own employees.
- b. The County retains the right to contract with other independent contractors for such services which are the same or similar to those provided by the Contractor, or to provide such services to its eligible children through its own employees. The Contractor retains the right to provide services directly or indirectly through contract with another agency, to persons who are not classified preschool aged children with a disability receiving Related Services in Oneida County.

#### 15. INDEPENDENT CONTRACTOR STATUS

- a. It is expressly agreed that the relationship of the Contractor and its employees to the County shall be that of an Independent Contractor. Neither the Contractor nor its employees shall be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor and its employees, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- b. Contractor warrants and represents that either Contractor offers the same or similar services detailed herein in its regular course of business. Contractor and County agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available in its course of business.
- c. 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.
- d. Contractor acknowledges and agrees that neither Contractor, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
- e. Contractor shall be solely responsible for applicable taxes for all compensation paid to Contractor under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's form of business organization, and with respect to its employees, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding 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). Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's independent contractor status, it is agreed that both the County 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.
- h. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

#### 16. SUBCONTRACT

The Contractor may not assign the Contractor's rights and obligations under this contract, or subcontract with or employ another to provide the services described above of this contract, without the prior written consent of the County.

#### 17. EXPENSES

Contractor is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

18. TRAINING

Neither Contractor nor its employees shall be required to attend or undergo any training by the County. Contractor shall be fully responsible for all training of necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

19. ADVICE OF COUNSEL

Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

21. ENTIRE AGREEMENT

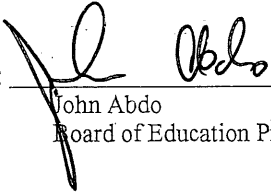
The terms of this contract, the Oneida County Related Service Rates Schedule, the attached Oneida County Addendum, and any other attachments, amendments, addendums or appendixes attached hereto, are deemed incorporated herein in their entirety and constitute the entire understanding and agreement of 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 contract. No wavier, alterations or modifications of and provisions of this contract 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 hereto have executed this contract.

ONEIDA COUNTY

CONTRACTOR

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

BY:  \_\_\_\_\_  
John Abdo  
Board of Education President

DATE: \_\_\_\_\_

DATE: 1/24/17

Approved

BY: \_\_\_\_\_  
Raymond F. Bara, Esq.  
Assistant County Attorney

## EXHIBIT A

### ONEIDA COUNTY RELATED SERVICE RATES SCHEDULE

RELATED SERVICE	MAXIMUM INDIVIDUAL HALF HOUR RATE	MAXIMUM COORDINATOR RATE PER HALF- HOUR BLOCK
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Audiology	\$48	\$30
Assistive Technology Services	\$48	
Counseling Services	\$48	\$30
Occupational Therapy	\$48	\$30
Orientation & Mobility Services	\$48	
Physical Therapy	\$48	\$30
Speech Therapy	\$48	\$30
Teacher of Hearing Impaired	\$48	
Teacher of Visually Impaired	\$48	
Aide 1:1	\$ 10	

RELATED SERVICE	MAXIMUM GROUP HALF HOUR RATE
Assistive Technology Services	\$25.00
Audiology	\$25.00
Counseling Services	\$25.00
Occupational Therapy	\$25.00
Physical Therapy	\$25.00
Speech Therapy	\$25.00
Teacher of Hearing Impaired	\$25.00
Teacher of Visually Impaired	\$25.00



Anthony J. Picente Jr.  
County Executive

Lucille A. Soldato  
Commissioner



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

February 23, 2017

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

FN 20 17-110

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

The Purchase of Services Agreement with the City of Rome through its Police Department provides one Law Enforcement Coordinator specially trained in Child Advocacy Center's protocols and procedures regarding child abuse cases. The Law Enforcement Coordinator will be assigned to the Center and act as the liaison between the Child Advocacy Center and their respective agency.

The Child Advocacy Center has been in effect since 1990. The Center is comprised of a multidisciplinary team that includes Law Enforcement, Child Protective Services, medical providers, advocacy and counseling.

This Agreement is scheduled to become effective January 1, 2017 through December 31, 2017. The total cost is \$115,367.00, of which the Rome Police Department contributes \$ 23,073.40 and the Department of Social Services contributes \$92,293.60 with a local share of \$34,609.60.

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

Sincerely,

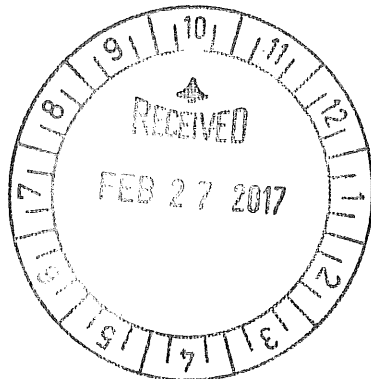
Lucille A. Soldato  
Commissioner

LAS/vlc  
Attachment

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

Anthony J. Picente, Jr.  
County Executive

Date 2/24/17



# 18901

Oneida Co. Department Social Services

Competing Proposal \_\_\_\_\_

Only Respondent \_\_\_\_\_

Sole Source RFP \_\_\_\_\_

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

**Name of Proposing Organization:** City of Rome  
City Hall on the Mall  
Rome, New York 13440

**Title of Activity or Services:** Child Advocacy Center

**Proposed Dates of Operations:** January 1, 2017 through December 31, 2017

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

**SUMMARY STATEMENTS**

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

Multidisciplinary team which provides on-site law-enforcement, caseworkers, victim advocacy, scheduled medical examinations, and counseling to victims of Child Sexual Abuse cases. The contract allows for (1) Police Officer from the Rome Police Department to act as a Law Enforcement Coordinator dedicated to the Child Advocacy Center.

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

Contractor provides a Law Enforcement Coordinator at the Child Advocacy Center. The Child Advocacy Center allows Oneida County Department of Social Services to:

- Establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services, Medical Providers and counseling and advocacy.
- Provides a coordinated approach of reported Child Sexual Abuse cases that are indicated, prosecuted, and convicted.
- Decrease the number of interviews with the child and reduce the level of trauma to the child and secondary victims.

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

One (1) Law Enforcement Coordinator provided by the City of Rome Police Department who will work with a multidisciplinary team consisting of an additional:

- Two (2) part-time Law Enforcement Coordinators provided by the Oneida County Sheriff's Office;
- One (1) full-time Law Enforcement Coordinator provided by the City of Utica

- Police Department;
- One (1) Child Advocacy Administrator provided by the Oneida County Sheriff's Office.

**Total DSS Funding Requested:**

Total Cost	\$ 115,367.00
Department of Social Services	\$ 92,293.60
Rome Police Department Support	\$ 23,073.40

**Oneida County Dept. Funding Recommendation:** Account # A6011.49537

**Mandated or Non-mandated:** Mandated

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

Federal	\$ 0.00
State	\$ 57,684.00
Department of Social Service	\$ 34,609.60
Rome Police Department	\$ 23,073.40

**Cost Per Client Served:**

**Past performance Served:** The Department has had a contract with the City of Rome Police Department as part of the Child Advocacy Center since 1990. The total Contract amount was \$113,769.00 for 2016, with Department support in the amount of \$91,015.20. The City of Rome Police Department has taken on 20% of the total cost of this contract since 2008.

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

AGREEMENT

**THIS AGREEMENT**, made and entered in to by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, through its Oneida County Department of Social Services, having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the Department), and The City of Rome, New York, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at City Hall On The Mall, Rome, New York 13440 (hereinafter referred to as the Contractor).

**WHEREAS**, the County and the Department have the need for a more intensive and coordinated approach to the investigation of child sexual abuse; and

**WHEREAS**, the County and the Department have received grant funding from the New York State Office of Children and Family Services to support the Oneida County Child Advocacy Center (CAC); and

**WHEREAS**, the Department is in need of a Law Enforcement Coordinator (LEC) to act as the liaison between the CAC and the City of Rome Police Department; and

**WHEREAS**, the CAC grant funding allows for training of LECs; and

**WHEREAS**, the Contractor has the interest and capability to provide an LEC; and

**WHEREAS**, The Contractor desires to participate in the CAC by and through its Police Department;

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

I. TERM OF AGREEMENT

1. The term of this Agreement shall be from January 1, 2017 through December 31, 2017.
2. The option to renew this Agreement under the same terms and conditions herein is at the sole discretion of the County and the Department, and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

II. SCOPE OF SERVICES

1. The Contractor shall provide one (1) full-time police officer to act as LEC, assigned solely

to the CAC for forty (40) hours per week.

2. The LEC shall facilitate and assist the CAC in their criminal investigation of Multi-Disciplinary Team (MDT) child abuse cases.
3. The LEC shall be the liaison between the CAC, the Rome Police Department, the Department and the DA's Office in matters relating to the investigation and prosecution of MDT child abuse cases.
4. The LEC shall participate in case review.
5. The LEC shall assist in increasing community awareness of the CAC and be responsible for inputting data regarding the criminal aspect of MDT child abuse cases into the program case tracking system;
6. The LEC shall be responsible for the following:
  - A. Facilitate and assist police agencies in the criminal investigation of MDT child abuse cases:
    - i. Be the contact person for law enforcement agencies with questions about proper procedure of MDT cases;
    - ii. Assist as necessary and appropriate in the investigation of MDT child abuse cases; and
    - iii. Provide information on the CAC model in an effort to ensure collaborative investigation among partner agencies and to encourage non-participating agencies to become part of the MDT.
  - B. Act as a liaison between the CAC, the DA's Office (DA), the Department, and various law enforcement agencies in matters relating to MDT cases:
    - i. Develop and maintain professional, working relationships with all County agencies;
    - ii. Confer with police agencies about the status of a criminal investigation of an MDT child abuse case;
    - iii. Confer with the DA regarding the status of MDT case prosecution; and
    - iv. Work with partner agencies to resolve issues involving the criminal aspect of an MDT child abuse case.
  - C. Keep current on issues relevant to position and take part in training opportunities when able at the Contractor's discretion.
  - D. Work collaboratively with other CAC staff and MDT members.

- E. Compile and keep current a list of contact information for local police agencies and team members.
- F. Perform all duties with sensitivity to the confidential nature of an MDT child abuse case.
- G. Contractor agrees that the Police Officer assigned to the role of LEC as part of the CAC, shall:
  - i. Investigate allegations of the sexual abuse of children;
  - ii. Interview victims using appropriate techniques agreed upon by the CAC, which comply with rules and regulations of the City of Rome Police Department Manual;
  - iii. Interrogate suspects and interview possible witnesses at the discretion of and under the direction of the DA;
  - iv. Gather and process evidence on cases assigned to Police Officer;
  - v. Work in tandem with the Oneida County Child Protective Services (CPS) Caseworker at the CAC;
  - vi. Attend meetings of the CAC as deemed appropriate by the Contractor to fulfill their duties under this Agreement,, and assist in developing the methods and means for operation of the CAC; and
  - vii. Attend all training necessary to the satisfactory performance of the duties set forth in this Agreement as deemed appropriate by the Contractor.
- H. The Parties hereto agree to work together to meet the following goals:
  - i. Maintain a multidisciplinary team consisting of experienced and trained personnel from Child Protective Services, law enforcement, medical providers, Rape Crisis, and the DA's office;
  - ii. Increase the percentage of reported child sexual abuse cases that are indicted, prosecuted and convicted;
  - iii. Decrease the number of necessary interviews with the child victim;
  - iv. Decrease the level of trauma to the child victims and secondary victims;
    - v. Maintain a child-oriented interview setting;
  - vi. Maintain accurate records of reports, arrests, prosecutions, and convictions;
  - vii. Provide on-going training; and
  - viii. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

### III. PERFORMANCE OF SERVICES

1. Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. Contractor shall use Contractor's best efforts to perform the Services such that the results are satisfactory to the County. Contractor shall be solely responsible for determining the location, method, details and means of performing the services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.
2. Contractor acknowledges and agrees that Contractor and its subcontractors have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

### IV. INDEPENDENT CONTRACTOR STATUS

1. It is expressly agreed that the relationship of the Contractor to the County shall be that of an Independent Contractor. Neither the Contractor, nor its employees or subcontractors, shall not be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor and its employees and subcontractors, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
2. Neither the Contractor, nor its employees or subcontractors shall not be eligible for compensation from the County 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.
3. Contractor acknowledges and agrees that neither Contractor, nor its employees or subcontractors, shall be eligible for any County employee benefits, including retirement membership credits.
4. Contractor shall be solely responsible for applicable taxes for all compensation paid to Contractor, or its employees or subcontractors, under this Agreement, and for compliance with all applicable labor and employment requirements, and with respect to the employees or subcontractors, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for

withholding 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). Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

5. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
6. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the County 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.
7. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

#### V. EXPENSES

1. Contractor is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

#### VI. TRAINING

1. Contractor shall not be required to attend or undergo any training by the County, except for those specialized trainings which allow an officer to work in the CAC. Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same, except for those specialized trainings which allow an officer to work in the CAC, which will be paid for directly by the County, as allowable under the CAC grant.

#### VII. REIMBURSEMENT

1. The Department agrees to pay the Contractor monthly upon submission of a County Voucher and data to verify claimed expenditures. Certified copies of the assigned Investigator's official time sheets will be attached to said vouchers. Any other documentation required by the Department to show the actual cost incurred by the Contractor shall be provided.



2. The Department shall reimburse the Contractor eighty percent (80%) of the cost for the services of the aforesaid police officer. The total annual cost of the officer to the Contractor is \$115,367.00. The County shall reimburse the Contractor 80% of the actual costs incurred by the Contractor, and said reimbursement shall not exceed \$92,293.60 for the duration of this Agreement. The remaining cost of the officer shall be the sole responsibility of the Contractor.
3. Any time spent by the assigned officer relating to matters not included in this Agreement without the prior approval of the CAC Administrator shall not be reimbursed.
4. Any expenses or financial obligations made by the investigator without the prior approval of the CAC Administrator shall become the sole responsibility of the Contractor;
5. Rate of pay and fringe benefits shall comply with the provisions of the active Police Benevolent Association (PBA) Agreement between the PBA and the Contractor. In the event that the actual cost of the police officer to the Contractor is increased by a newly negotiated PBA Agreement, the Contractor shall submit a copy of the newly applicable PBA Agreement to the Department, with a statement of applicable salary and fringe benefit changes within ten (10) days of its ratification. Thereafter, the parties herein shall execute an amendment to this Agreement to account for those changes in cost, such that the County will pay to the Contractor eighty percent (80%) of the new cost.

#### VIII. INSURANCE AND INDEMNIFICATION

1. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
  - a. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate;
    - i. CGL coverage shall be written in ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury;
    - ii. Oneida County and all other parties required of the Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including and deductible or self-insured retention,

maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations;

b. Automobile Liability

- i. Business Auto Liability with limits of at least \$1,000,000 each accident.
- ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- iii. Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

c. Professional Law Enforcement Liability Insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.

d. Workers Compensation and Employers Liability;

- i. Statutory limits apply.

2. Waiver of Subrogation: Contractor waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile Liability, Professional Law Enforcement Liability or Workers Compensation maintained per requirements stated above.
3. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide a certificate of insurance to Oneida County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Provider's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to Oneida County.
4. Indemnification: The Contractor agrees that it shall defend, indemnify and hold harmless 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 negligent performance of services by Contractor and it's sub-consultants, agents, servants, or employees, and from

any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with any of the covenants, terms or conditions of this Agreement.

#### IX. RECORDS

1. At all times during this Agreement and for six (6) years after final payment in accordance with this Agreement, the Provider shall provide all authorized representatives of the County, the Department and the State or federal government with full access to all records relating to the Provider's performance under, or funds payable pursuant to, this Agreement for the purpose of examining, auditing or copying such records.

#### X. TERMINATION OF AGREEMENT

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

#### XI. TRANSFER OF AGREEMENT

1. Neither the Contractor nor the Department shall assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the other party.

#### XII. ENTIRE AGREEMENT

1. The Contractor and the Department agree that all information exchanged is confidential and shall be used only for the sole purpose of this Agreement;
2. No representations or promises shall be binding on the parties to this Agreement except those representations and promises contained herein or in some future writing signed by the parties making such representations or promises;
3. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability. All other terms hereof shall remain in full force and effect;
4. Said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants contained herein;
5. The terms of this Agreement, including any attachments, amendments, addendums or

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

XIII. ADVICE OF COUNSEL:

1. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement on the day and year below written.

\*\*\*\*\*

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

**Oneida County:** \_\_\_\_\_

Anthony J. Picente, Jr., Oneida County Executive

\*\*\*\*\*

Approved: \_\_\_\_\_

Amanda Lynn Cortese, Special Assistant County Attorney

\*\*\*\*\*

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

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

Lucille A. Soldato, Commissioner

\*\*\*\*\*

Date: 1/13/17

**City of Rome:** \_\_\_\_\_

Jacqueline M. Izzo, Mayor

\*\*\*\*\*

APPROVED JAN 13 2017

**PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,  
I HEREBY CERTIFY THAT THE CITY OFFICER WHO  
ENACTED THE SUBJECT CONTRACT ON BEHALF OF  
THE CITY OF ROME HAD AUTHORITY AND POWER  
TO SO ACT AND THAT SUCH CONTRACT IS IN  
PROPER FORM AND PROPERLY EXECUTED.**

**THE CITY OF ROME, NEW YORK**

BY: \_\_\_\_\_

  
**GERARD F. FEENEY  
CORPORATION COUNSEL**

## APPENDIX A

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

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

- (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.
- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
- (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- \* (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto

and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

\*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

\*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

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

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be



disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

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

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

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of subparagraph 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 statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
  - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under

this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that 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](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 its sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

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

#### PUBLICATIONS AND COPYRIGHTS

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

to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

## PATENTS AND INVENTIONS

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

## TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or

insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor

- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during 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 AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

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

## CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

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

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

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

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

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

## FISCAL SANCTION

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

- The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department.
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A 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 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.

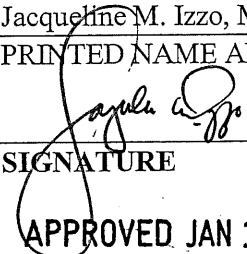
This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver,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

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

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

City of Rome  
\_\_\_\_\_  
NAME OF CONTRACTED AGENCY

Jacqueline M. Izzo, Mayor  
\_\_\_\_\_  
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

  
\_\_\_\_\_  
SIGNATURE

1/13/17  
\_\_\_\_\_  
DATE

**APPROVED JAN 13 2017**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*City of Rome  
Child Advocacy Center Participation*

# 18901  
1/1/17-12/31/17



### ADDENDUM

**THIS ADDENDUM**, entered into on this 1<sup>st</sup> day of January, 2017 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, and 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. Executory or Non-Appropriation Clause.**

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

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

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding 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, an 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 indicted 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 any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

1. The Contractor will or will continue to provide a drug-free workplace by:

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

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

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

**6. Workers' 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.**

*City of Rome*  
*Child Advocacy Center Participation*

# 18901  
1/1/17-12/31/17

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.

**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

February 8, 2017

FN 20 17-111

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.

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 an 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 agreement is January 1, 2017 through December 31, 2017. The cost for this agreement was \$154,871.00 from October 1, 2015 through September 30, 2016 and is 49 % reimbursable through New York State Office of Children and Family Services, with a local cost of 51% in the amount of \$78,984.21 during that time frame. The contractor is guaranteed \$130,334.20 for the duration of this agreement. However, should the department utilize more than one bed on any given day, it will be charged an additional \$498.12 per day based on usage.

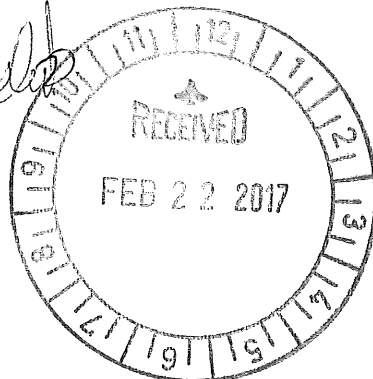
I am respectfully requesting that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

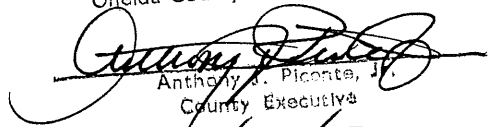
Sincerely,

  
Lucille A. Soldato  
Commissioner

LAS/vlc  
attachment



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

  
Anthony J. Picente, Jr.  
County Executive

Date 2/22/17

# 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, 2017 through December 31, 2017

**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, Syracuse, NY 13224 and certified by the New York State Office of Children and Family Services. The Contractor will reserve and provide the Department with one (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 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:** \$357.08 per bed/per day for reserved bed  
\$498.12 per bed/per day for un-reserved bed

**\*NOTE-Should the need arise for more than one bed on any given day, the cost could exceed the listed expense.**

**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 \$): Cost breakdown for October 1, 2015 through September 30, 2016**

- **State** 49 % \$75,886.79
- **County** 51 % \$78,984.21

**Cost Per Client Served:**

**Past performance Served:** The department has utilized this Contractor since 2003. The Department paid the Contractor \$154,871 from October 1, 2015 through September 30, 2016 for non-secure detention services.

**O.C. Department Staff Comments:** The Department is satisfied with the service provided by this agency.

## **AGREEMENT**

**THIS AGREEMENT**, made as of the 1st day of January, 2017, by and between the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices at 800 Park Avenue, Utica, New York 13501, through its **DEPARTMENT OF SOCIAL SERVICES**, hereinafter referred to as the “County”, and Elmcrest Children’s Center, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, 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.”

### **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, 2017 through December 31, 2017.
2. Services to be provided by Elmcrest are as outlined in the program narrative (Exhibit A) attached to this Agreement and incorporated herein. The parties agree that this Agreement shall supersede any other contracts and attachments thereto.
3. This Agreement 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 one (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 in accordance with the rate set forth in Exhibit B.. 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. 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 Skeelee Non-Secure Detention facility for more than three (3) 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 2017 year is \$357.08. Therefore the County shall pay \$130,334.20 for the use of their one (1) reserved bed during the term of January 1, 2017 through December 31, 2017 (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 1/1/2017-12/31/17 year will be the non-contract per diem rate minus ten percent (-10 %). Resulting in a reduced excess utilization rate of \$498.12.
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 statute, 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.

IN WITNESS WHEREOF, the parties hereunto signed this Agreement on the day and year appearing opposite their respective signatures.

County of ONEIDA

Dated: \_\_\_\_\_

by: \_\_\_\_\_

Anthony J. Picente, Jr.  
Oneida County Executive

Dated: \_\_\_\_\_

by: \_\_\_\_\_

Lucille A. Soldato  
Commissioner of Social Services

Elmcrest Children's Center, Inc.

Dated: 2/10/17

by: \_\_\_\_\_



Joseph Geglia, Executive Director

Approved:

\_\_\_\_\_  
Amanda Lynn Cortese

Special Assistant County Attorney

**Program Statement**  
**Elmcrest Children's Center**  
**Non-secure Detention Program**  
**Brief Overview**  
**1/1/17– 12/31/2017**

Elmcrest Children's Center, Inc. will administer and manage the non-secure detention Services at it's 100-acre Skeelee 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, Cortland, Oneida and Onondaga Counties. The total capacity that can be served at Skeelee at any time is 10 children. The facility is set up in a way that, depending on the demographics and the needs of the residents can split the residents between having up to 8 children upstairs and up to 6 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.

**SKEELE VALLEY NON-SECURE DETENTION GROUP HOME  
DIVISION OF ELMCREST CHILDREN'S CENTER**

**2017 Billing System  
Protocol's for borrowed bed procedures / reserved bed status  
1/1/2017 - 12/31/2017**

**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, (10) X (365) days. The rate for the 1/1/2017 - 12/31/2017 is \$ 357.08.

**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 \$ 357.08 = \$ 11,069.48.

**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 period 1/1/2017 – 12/31/2017 the resulting 'excess utilization' per diem rate works out as follows: non-contract per diem rate, \$ 553.47 X -10 % = \$ 498.12 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.

*Exhibit B*

**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 1/1/2017 through 12/31/2017 will be \$ 553.47. (Budget per diem rate \$ 357.08 X 155 % = \$ 553.47)

**G. Contracted Bed Bumping Rights:**

By contracting for beds the county is reserving a set number of beds for there 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  
2017 ANNUALIZED EXPENSES - BUDGETED CAPACITY 10 CHILDREN

	% of <u>Time</u>	
PROGRAM REVENUE		1,111,400
BREAKFAST/LUNCH INCOME		<u>13,600</u>
TOTAL INCOME		<u>1,125,000</u>
 *****SALARIES*****		
ADMINISTRATIVE:		
Program Director	20%	9,620
Administrative Allocation	4.5%	<u>38,200</u>
		<u>47,820</u>
SOCIAL SERVICE:		
Case Aide	100%	<u>38,200</u>
		<u>38,200</u>
CHILD CARE:		
Program Supervisor	100%	47,400
Shift Supervisors - 1 fte	100%	36,500
Rec Coordinator - 1 fte	100%	36,500
Youth Development Workers - 8 ftes & OT	100%	355,700
Teacher - 30 hours/week	100%	<u>39,700</u>
		<u>515,800</u>
MEDICAL:		
Nurse Practitioner	10%	6,500
Nursing Staff	2%	<u>2,920</u>
		<u>9,420</u>
CHILD SUPPORT:		
Cook	100%	38,875
Child Support Allocation	9.3%	<u>14,300</u>
		<u>53,175</u>
MAINTENANCE:		
Maintenance Allocation	8%	<u>33,411</u>
		<u>33,411</u>
FRINGES & TAXES at 28.5%		<u>198,874</u>
TOTAL SALARY, FRINGES & TAX		<u>896,700</u>

ELMCREST CHILDREN'S CENTER, INC.  
NON-SECURE DETENTION  
2017 ANNUALIZED EXPENSES - BUDGETED CAPACITY 10 CHILDREN

**OTHER EXPENSES:**

TRANSPORTATION & WORKERS EXPENSE	5,850
CHILDREN'S ACTIVITIES/RECREATION	7,200
RELATED SCHOOL EXPENSE	2,400
PURCHASE OF HEALTH SERVICES - PHYSICIAN	16,500
PURCHASE OF HEALTH SERVICES - OTHER	9,800
PURCHASE OF SERVICES - SECURITY	24,000
FOOD	32,400
CLOTHING EXPENSE	4,800
BEDDING/LINEN	2,200
SUPPLIES/SM EQUIPMENT/FURNITURE	18,400
RENT- EQUIPMENT	3,600
UTILITIES	19,400
REPAIRS & MAINTENANCE - PLANT	14,200
REPAIRS & MAINTENANCE - EQUIPMENT	5,400
REPAIRS & MAINTENANCE - VEHICLES	12,300
TELEPHONE	7,900
POSTAGE	600
DUES/LICENSES/PERMITS	1,800
OFFICE SUPPLIES	4,700
SUBSCRIPTIONS/PUBLICATIONS	450
CONFERENCE EXPENSE	1,200
ADMINISTRATIVE EXPENSE	5,400
NEWSPAPER ADVERTISEMENTS	400
AUDIT & LEGAL FEES	2,600
INSURANCE	12,400
USE CHARGE PLANT	5,700
USE CHARGE EQUIPMENT	1,300
USE CHARGE VEHICLES	5,400
SUB TOTAL	228,300
TOTAL EXPENSES	1,125,000
TOTAL INCOME	1,125,000
SURPLUS	(0)

CONTRACT RATE PER BED	357.08
NON-CONTRACTED RATE AT 155%	553.47
CONTRACTED EXCESS RATE AT 10% DISCOUNT	498.12

## APPENDIX A

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

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
  - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
  - (b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
  - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
  - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
    - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
    - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
  - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
  - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.



- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
- (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- \* (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations, and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and

will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

\* (e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

\* (f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

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

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

indirectly, to any other bidder or to any competitor;

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

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

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

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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](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

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

## REPORTS AND DELIVERABLES

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

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

#### CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contact with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

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

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

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

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

- d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

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

#### PUBLICATIONS AND COPYRIGHTS

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

address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

## PATENTS AND INVENTIONS

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

## TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during 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 AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

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

Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

## CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

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

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

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

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

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

above specified rights of the Department.

## FISCAL SANCTION

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

- The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A 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 waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Created 4-24-12

## ADDENDUM

**THIS ADDENDUM**, entered into on this 1<sup>st</sup> day of January, 2017 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, and 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. Executory 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 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, an 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 indicted 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 any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.

- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**



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

#### **6. Workers' 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.

**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) 798-5514 Fax (315) 793-6044

FN 20 17-112

February 9, 2017

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

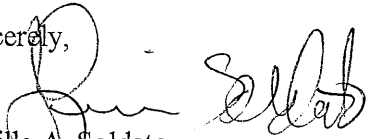
I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators. This agreement between the Oneida County Department of Social Services and First Assembly of God of Utica, New York is for Day Care services.

The First Assembly of God Day Care Center provides safe Day Care services for children. The Department pays them to care for children of eligible families. This resource helps to ensure safe care of children while their families participate in training and/or employment.

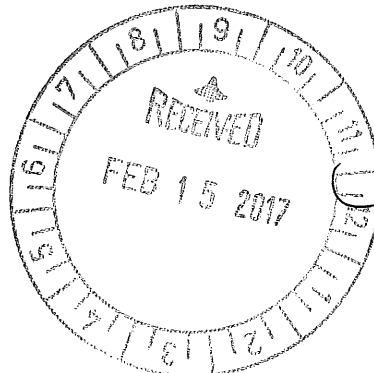
The term of this agreement is Execution through September 30, 2018, which is paid at Day Care "Market Rates" as determined by New York State Office of Children and Family Services. The cost of this contract may exceed \$50,000 as this is a fee for service, with a local share of 18.2% for the duration of this agreement, but this does not necessarily represent the actual cost of this contract.

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

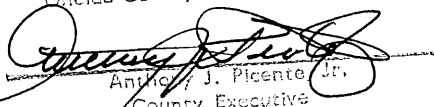
Sincerely,

  
Lucille A. Soldato  
Commissioner

LAS/vlc  
attachment



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

  
Anthony J. Picente Jr.  
County Executive

Date: 2/15/17

# 96001

Oneida Co. Department Social Services

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

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

**Name of Proposing Organization:** First Assembly of God of Utica, New York  
9427 Maynard Drive  
Marcy, New York 13403

**Title of Activity or Services:** Day Care Services

**Proposed Dates of Operations:** Date of Execution – September 30, 2018

**Client Population/Number to be Served:** Licensed for children 3 years - to 6 years.

**SUMMARY STATEMENTS**

1). Narrative Description of Proposed Services:

To Provide Day Care Services to eligible families.

Day Care Services location:  
9427 Maynard Drive  
Utica, New York 13403

2). Program/Service Objectives and Outcomes:

To provide safe quality day care services to eligible low income, employed families or public assistance recipients involved in approved educational, vocational job search or work experience activities.

3). Program Design and Staffing Level:

Total Funding Requested: New York State Market Rates

The cost of this agreement may exceed \$50,000 for the duration of the agreement as this is a fee for service, and therefore \$50,000 this does not necessarily represent the actual cost of this contract.

Mandated or Non-mandated: Mandated Service

Oneida County Dept. Funding Recommendation: Account # A6055.495

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

Federal	63.80 %
State	18.00 %
County	18.2 %

Cost Per Client Served:

Past performance Served: This is a new contract for this provider.

O.C. Department Staff Comments: The Department Contracts with a number of Day Care Centers to ensure the availability of services when needed.



AGREEMENT  
DAY CARE SERVICES

THIS AGREEMENT, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices located at 800 Park Avenue, Utica, NY 13501 (hereinafter referred to as the County), through its Department of Social Services (hereinafter referred to as the Department), and First Assembly of God of Utica, New York, located at 9427 Maynard Drive, Marcy, New York 13403 (hereinafter referred to as the Contractor).

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Oneida, hereinafter referred to as the Commissioner, is authorized under Section 410 of the Social Services Law (SSL) to provide Day Care Services at public expense for children residing in her territory who are eligible pursuant to criteria established by the New York State Department of Social Services; and

WHEREAS, the Commissioner may provide such Day Care Services either directly or through the purchase of such care from a private non-profit corporation or association pursuant to Section 410 (3) (a) of said SSL, or if the Day Care Provider is a private proprietor, a waiver has been granted pursuant to Section 410.3; and

WHEREAS, the Contractor is authorized to provide Day Care Services by reason of holding a valid permit pursuant to Section 390 of the SSL; and

WHEREAS, Day Care Services are included in the latest Comprehensive Annual Social Services Program Plan for New York State including the Oneida County Social Services District; and

WHEREAS, the fee paid is the Day Care "Market Rate" as determined by the New York State Office of Children and Family Services, and the Department feels that the amount of funds to be paid to the Contractor is reasonable and necessary to assure quality of services; and

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

NOW THEREFORE, the parties, in consideration of the above, do covenant and agree as follows:

1. The Contractor shall furnish to the Department Day Care Services as follows:

(a) Objectives: To provide quality day care to children between 3 years and 5 years of age for a portion of the day and less than 24 hours, outside their home in accordance with New York State and Federal standards for day care.

(b) Location of Services: The Contractor will provide the agreed services at its place(s) of business (SEE ATTACHMENT B). There are no other locations where the Contractor will provide services.

(c) Unit of Service: A unit of service is defined for the purpose of this Agreement, as the care of a child for one week, five full days of at least six hours per day.

(d) A child in care at this Day Care Provider Center must be at least 3 years and no more than 5 years of age since this is the basis for issuance of their permit.

2. The Contractor affirms that they are in the business of offering day care services to the general public, and they are free to, and do in fact offer day care services to the general public without regard for whether the individual meets the qualifications for payment for those services by the Department.

3. The Contractor and the Department agree that the Department is free to enter into contracts with other Contractors offering the same or similar services.

4. The Department will pay the Contractor per Market Rates as set by New York State for each unit of service (ref., item 1.(c) Provided pursuant to this Agreement.) This rate per service unit has been determined by the Department to be an amount reasonable and necessary to assure the quality of the day care services purchased per DSS 1993, Annual Day Care Budget form. For care for a child with the day care provider on a part-time basis, the department will pay the contractor an individually negotiated rate.

5. This Agreement may be terminated by either party upon 30 days notice to the other party.

6. Performance under this agreement shall commence on Date of Execution and shall terminate on September 30, 2018. The option to renew this Agreement is at the sole discretion of the Department and the Oneida County (hereinafter "County") and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

7. It is agreed by the Contractor that performance without this Agreement or a subsequent written Amendment to this Agreement extending the term of the Agreement by one year will not be paid for by the Department.

8. The parties hereto agree to abide by all the items and requirements set forth in Contract Attachment A, Contract Attachment B, Appendix A, Appendix B and Addendum hereto annexed and made part hereof, or as the same may be amended by amendments hereto.

9. 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.

10. Department will not be responsible for any fee and all clients supplemented by Social Services funds will not be required to pay a registration fee.

11. Now, therefore, the Department will allow for payment of 4 absentee days per month.

IN WITNESS THEREOF, the parties have hereunto signed this Agreement on the day and year appearing opposite their respective signatures.

\*\*\*\*\*

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

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

Anthony J. Picente Jr., Oneida County Executive

\*\*\*\*\*

Approved: \_\_\_\_\_

Amanda Lynn Cortese, Esq., Special Assistant County Attorney

\*\*\*\*\*

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

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

Lucille A. Soldato, Commissioner

\*\*\*\*\*

Date: 2/13/17

Contractor: \_\_\_\_\_

*Kim Bongiorno*

Kim Bongiorno, Administrator

\*\*\*\*\*

CONTRACT ATTACHMENT A

The parties to the Purchase of Services Agreement made on the Date of Execution, by and between County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices located at 800 Park Avenue, Utica, NY 13501 (hereinafter referred to as the County), through its Department of Social Services (hereinafter referred to as the Department), and First Assembly of God of Utica, New York, located at 9427 Maynard Drive, Marcy, New York 13403 (hereinafter referred to as the Contractor), do hereby agree that this Attachment A is part and parcel of aforesaid agreement and do further covenant and agree as follows:

1. If and so long as funds are available therefore, the Contractor shall furnish services to persons determined by the Department to be eligible therefore, in accordance with standards prescribed by the Department and by the State Department of Social Services.

2. If and so long as funds are available therefore, the Department shall purchase from the Contractor, any or all of the services set forth in this agreement which the Contractor may furnish to persons eligible therefor.

3. The Department shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for the above services to be purchased by the Department and to be furnished by the Contractor to those persons determined to be eligible therefore in accordance with the Social Services Law of the State of New York and the Regulations of the New York State Department of Social Services, and the Department will retain continuing, basic responsibility for determining the eligibility of persons for such services.

4. The Department shall perform the functions of determining eligibility and developing the individual plans of services in accordance with applicable Federal and State requirements, pursuant to the procedures and criteria established by the Department.

5. The Department shall furnish such services in accordance with applicable requirements of law and shall cooperate with the Department, as may be required so that the Department and the New York State Department of Social Services will be able to fulfill their function and responsibilities as the Single State Agency under Title XX and the other applicable provisions of the Social Security Act and the Social Services Law and be able to meet all the applicable requirements, both State and Federal pertaining thereto.

6. The Contractor will establish a system through which recipients may present grievances about the operation of the service program. The Contractor will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

7. The Department shall notify applicants for or recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon a request for service with reasonable promptness. Whenever an applicant or recipient requests a fair hearing, the

*First Assembly of God of Utica, New York  
Day Care Services*

# 22801  
*Date of Execution – September 30, 2018*

New York State Department of Social Services will provide such a hearing through its regular fair hearing procedures.

8. (a) The Department working through the State Department of Social Services shall be responsible for establishing fair hearing procedures; holding fair hearings and issuing appropriate decisions thereon; and taking such steps as may be necessary to enforce its determinations and decisions. The Department shall provide the Contractor with copies of its decision.

(b). The Contractor, upon the request of the Department shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

9. Designated representatives of the Department and of the State Department of Social Services shall have access to persons who are eligible for or who may be eligible for the services herein, and to the records of such persons for the purpose of the proper discharge of its responsibilities under this agreement.

10. The Contractor agrees to maintain books, records documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement in accordance with applicable Federal and State requirements, pursuant to the procedures and criteria established by the Department.

11. These records shall be subject at all reasonable times for inspection, review or audit by State personnel and other personnel duly authorized by the Department, as well as by Federal personnel when Federal funds are being utilized in making payments to the Contractor, in accordance with applicable Federal and State requirements, pursuant to the procedures and criteria established by the Department.

12. The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by and on forms furnished by the Department in accordance with applicable Federal and State requirements.

13. The Contractor agrees to include these requirements in all subcontractors and assignments.

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

15. The Contractor agrees to retain all books, records and other documents relevant to this agreement for six years after final payment, Federal and/or State auditors and any persons duly authorized by the Department shall have full access to and the right to examine any of said materials

during said period, in accordance with applicable Federal and State requirements.

16. The Department shall develop, in cooperation with the Contractor, a system of reports to be made periodically as are or may be necessary to comply with applicable Federal and State requirements.

17. The Department and the Contractor shall through cooperative efforts develop forms, procedures and financial controls for carrying out their respective responsibilities under this agreement.

18. The Contractor shall not assign this agreement without prior written approval of the Department (which shall be attached to the original agreement) and subject to such conditions and provisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total agreed upon prices.

19. The Department and the Contractor shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information, and each agree not to allow examination of records or disclose information, except that examination of records by the Department as may be necessary to assure that the purpose of the Agreement will be effectuated, and also to otherwise comply with the Department's requirements and obligations under law will be allowed. In addition, the Department and the Contractor shall be bound by the provisions of 45 CFR 205.50, and all amendments thereof, and any other relevant provision of the state service operation work plans and Federal regulations.

20. The parties agree to renegotiate this agreement in the event that the Department of Health, Education and Welfare or the New York State Department of Social Services issue new or revised requirements on the Department as a condition for receiving continued Federal or State reimbursement.

21. This agreement may be amended whenever determined necessary by the Department and Contractor. All amendments must be in writing, duly signed by both parties and be annexed to the contract.

22. 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.

23. The Contractor will retain all fees collected from eligible individuals required to pay such fees and will reduce its claim for Federal, State or County reimbursements by the amount of such fees determined by the Department to be due from such recipients. The collection of such fees is solely the responsibility of the Contractor.

24. During the performance of this agreement, the Contractor agrees as follows:

*First Assembly of God of Utica, New York  
Day Care Services*

# 22801  
*Date of Execution – September 30, 2018*

The Contractor will not, on the grounds of age, race, color, or national origin:

- a. deny an individual any services or other benefits provided under the program;
- b. provide any service(s) or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the program;
- c. subject an individual to segregation or separate treatment in any matter related to his receipt of any service(s) or other benefits provided under the program;
- d. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service(s) or other benefits provided under the program;
- e. treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s), or other benefits provided under the program;
- f. deny any individual an opportunity to participate in the program through the provision of services or otherwise, or will afford him an opportunity to do so which is different from that afforded others under the program.

25. During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not be 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 retaining, including apprenticeship and on-the-job training.
- b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of age, race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Division for Human Rights of such failure or refusal.

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

d. The 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 age, race, creed, sex, color or national origin.

e. 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 Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to his books, records and accounts by the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

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

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

26. The Contractor agrees to be bound by the provisions of Section 103-a and 103-b of the



General Municipal Law of the State of New York which provides in part: that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the Department of Law, head of a city department, or other city agency which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or officials of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

a. The Contractor, its director, and officers, and any firm partnership or corporation of which they are a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal and,

b. This agreement and any and all other contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred and fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or officer may be canceled or terminated by the Department or municipal corporation or fire district without incurring any penalty of damages on account of such cancellation or termination, and any monies owed by the Department or municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

c. The undersigned, as an officer of the Contractor expressly warrants and represents that neither he nor any member, director or officer of the Contractor, prior to the date of execution of this contract, has been called before the grand jury, head of a state department, temporary state commission or other state agency which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the State of New York any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or any political subdivision thereof, or of a public authority or of any fire district, and refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

## 27. INDEPENDENT CONTRACTOR STATUS

a. It is expressly agreed that the relationship of the Contractor and its employees to the County shall be that of an Independent Contractor. The Contractor and its employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor and its employees, in accordance with their status as an independent contractor, covenants and agrees that they will conduct themselves in accordance with such

status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

b. Contractor warrants and represents that it is in the business of offering these services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. Contractor and County agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

c. The Contractor and or Contractor's employees 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.

d. Contractor acknowledges and agrees that neither Contractor, nor its employees, shall not be eligible for any County employee benefits, including retirement membership credits.

e. Contractor shall be solely responsibility for applicable taxes for all compensation paid to Contractor's employees for services performed under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State of Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

f. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the County 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.

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

28. The Contractor agrees to indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts of omission of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

In Witness Whereof, the parties hereunto have signed this attachment and their Agreement for Purchase of Services to which this addenda is annexed and have affixed their signatures on the day and year appearing opposite thereto.

\*\*\*\*\*

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

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

\*\*\*\*\*

Approved: \_\_\_\_\_  
Amanda Lynn Cortese, Esq., Special Assistant County Attorney

\*\*\*\*\*

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

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

\*\*\*\*\*

Date: 2/13/17

Contractor: \_\_\_\_\_  
*Kim Bongiorno*  
Kim Bongiorno, Administrator

\*\*\*\*\*

CONTRACT ATTACHMENT B

Contractor will provide a list of all Day Care Sites and Addresses this agreement covers:

Site Name

First Assembly of God

Address

9427 Maynard Drive, Marcy, NY 13403

*First Assembly of God of Utica, New York  
Day Care Services*

*# 22801  
Date of Execution – September 30, 2018*

APPENDIX A

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

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
  - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
  - (b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
  - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
  - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
    - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
    - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
  - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
  - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the

performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
- (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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



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

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

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

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

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

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

## APPENDIX B

### STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

#### Personnel

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

#### Notices

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

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

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

- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

#### Office Services

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

#### GENERAL TERMS AND CONDITIONS

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

- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.
- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
  - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
  - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that 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](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve

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

## REPORTS AND DELIVERABLES

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

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

## CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

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



and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

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

The Contractor and any subsequent sub-contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure 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, 9<sup>th</sup> Floor  
800 Park Ave  
Utica, New York, 13501

## PUBLICATIONS AND COPYRIGHTS

*First Assembly of God of Utica, New York  
Day Care Services*

# 22801  
*Date of Execution – September 30, 2018*

- 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

*First Assembly of God of Utica, New York  
Day Care Services*

# 22801  
*Date of Execution – September 30, 2018*

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

e.

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

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

#### CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to:

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

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

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

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

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

#### FISCAL SANCTION

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

- The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;

- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A 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, and 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 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 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

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Day Care Services*

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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.

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First Assembly of God of Utica, New York

NAME OF CONTRACTED AGENCY

Kim Bongiorno, Administrator

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

*Kim Bongiorno*

SIGNATURE

2/13/17

DATE

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Day Care Services

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

I, the undersigned, an employee of First Assembly of God, (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: Kim Bongiorno

Signature: Kim Bongiorno

Title: Program Administrator

Date: 2/13/17

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

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**ADDENDUM**

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

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

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

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or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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 indicted 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 any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

1. The Contractor will or will continue to provide a drug-free workplace by:

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

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

9427 Maynard Dr  
Marcy, NY 13403

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. Workers' 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.



**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

February 10, 2017

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

FN 20 17-113

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

**WAYS & MEANS**

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

Enclosed is a Purchase of Services Agreement with Snell Farm Children's Center for Institutional Foster Care and Adoption Placement.

The Institution provides specialized institutional foster care for those children who are unable to remain at home with their biological parents due to behavioral issues at home or in the community or voluntary transfers of custody to Oneida County Department of Social Services, and children who have been determined by Family Court to be delinquent or persons in need of supervision.

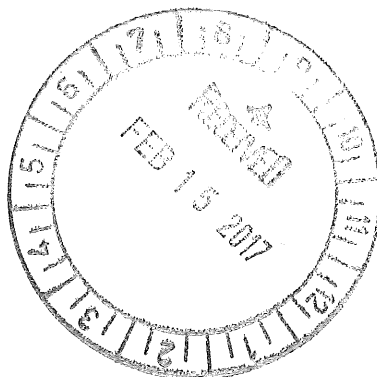
The New York State Office of Children and Family Services assigns the rates for the facilities. The term of this Agreement is July 1, 2015 – June 30, 2018. The maximum cost of this agreement will not exceed \$9,000,000. However, based on historical costs to this Contractor, the Department's annual anticipated cost should be approximately \$242,604.34 with a local cost of 30% or \$72,781.30. This amount is based on two youth placements at this facility.

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

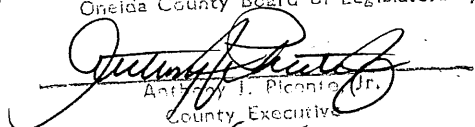
Sincerely,

  
Lucille A. Soldato  
Commissioner

LAS/vlc



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

  
Anthony J. Picente Jr.  
County Executive

Date 2/15/17

94601

Oneida Co. Department Social Services

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

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

**Name of Proposing Organization:** Snell Farm Children's Center  
7320 Snell Hill Road  
Bath, New York 14810

**Title of Activity or Services:** Institutional Foster Care for Children

**Proposed Dates of Operations:** July 1, 2015 through June 30, 2018

**Client Population/Number to be Served:** Children in need of Institutional Foster Care up to age 18 or in some cases 21.

**SUMMARY STATEMENTS**

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

To provide institutional foster care for those children under the age of 18, or in some cases 21, who have been adjudicated as a Person In Need of Supervision (PINS) or Juvenile Delinquent (JD) and whose parents or legal guardians have voluntarily transferred custody to Oneida County Department of Social Services, or those children whose custody has been involuntary committed by the court to an authorized agency or a foster parent in accordance with section 384-b of the Social Services Law or article 6 of the Family Court Act.

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

Placement services including Family Foster Care and/or Institutional levels of care for children who are unable to remain at home with their biological parents due to behavior issues in the home or community, voluntary transfer of custody to Oneida County Department of Social Services, or those children who have been determined by Family Court to be JD or PINS.

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

**Total Funding Requested:**

Rates are determined by New York State Office of Children and Family Services.  
The Daily rates approved for each Institution can be found in the attached summary.

**Oneida County Dept. Funding Recommendation: \$9,000,000      Account #:A6119,495**  
**The contract will not exceed this amount for the duration of the agreement.**

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

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

Federal	36.5 %	\$ 3,285,000.00
State	33.5 %	\$ 3,015,000.00
County	30.0 %	\$ 2,700,000.00

**Cost Per Client Served:** Based on historical costs paid to this provider the anticipated annual cost for this agreement is about \$242,604.34. This amount is based on 2 youth placements at this facility.

**Past performance Served:** The Department has contracted with this vendor since 2000.

**O.C. Department Staff Comments:** The Department is satisfied with the performance of all institutions and the Department contracts with a number of institutions to ensure the availability of services when needed.



**AGREEMENT  
FOR PURCHASE OF FOSTER CARE FOR CHILDREN**

This AGREEMENT made this 1st day of July, 2015, by and between the County of Oneida, through the Oneida County Department of Social Services, hereinafter called the Department, located at 800 Park Avenue, Utica, New York 13501, and Snell Farm Children's Center hereinafter the Agency or Contractor, located at 7320 Snell Hill Road, Bath, New York 14810, a foster care agency otherwise authorized by the New York State Office of Children and Family Services to provide foster care services.

WHEREAS, the Commissioner of Social Services of the County of Oneida, hereinafter Commissioner, is charged with the responsibility for the administration of all child welfare services in the County of Oneida pursuant to Section 395 et seq. of Social Services Law; and

WHEREAS, the Agency, under the terms of its corporate authority has the power to provide the services required to be performed pursuant to this Agreement, and

WHEREAS, the Department believes that the amount of funds to be paid to the Agency is reasonable and necessary to provide quality services;

NOW THEREFORE, in consideration of the mutual promises herein contained the Department and the Agency mutually agree as follows:

**SECTION I- DEFINITIONS**

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

1. **ADULT PERMANENCY RESOURCE** means a caring committed adult who has been determined by the Department to be an appropriate and acceptable resource for a child and is committed to providing emotional support, advice and guidance to the child and to assisting the child as the child makes the transition from foster care to responsible adulthood.
2. **AGENCY BOARDING HOME**, as defined in 18 NYCRR 441.2(i) and as described in 18 NYCRR Part 447, means a family-type home for the care and maintenance of not more than six (6) children operated by an authorized agency, in quarters or premises owned, leased or otherwise under the control of such agency, except that such a home may provide care for more than six (6) brothers and sisters of the same family.
3. **AGENCY WITH DESIGNATED CASE PLANNING RESPONSIBILITY** is the Department or voluntary authorized agency of the assigned Case Planner.
4. **ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE** means a permanency planning goal to assist foster care youth in their transition to self- sufficiency by connecting the youth to an adult permanency resource,

equipping the youth with life skills and, upon discharge, connecting the youth with any needed community and/or specialized services.

5. **ASSIGNED ROLE** means the role in the family services stage designated for each caseworker in the stage. The assigned role determines worker responsibilities and contract obligations of the worker's Department or Agency. Assigned roles are always initially designated by the Department and include: case manager, case planner, caseworker, and child protective services monitor. After a role is assigned to an Agency worker, it may be reassigned to another worker within that Agency.
6. **ASSOCIATED CASE WORKER** is a case worker, other than the case planner for the family, who is responsible for assessment, service provision, and planning for one or more specific child(ren) placed in the worker's Agency.
7. **AUTHORIZED AGENCY**, as defined in section 371(10)(a) and (b) of the Social Services Law, includes either a social services district, an Indian tribe that has entered into an agreement with the New York State Office of Children and Family Services to provide foster care, or a corporation organized under the laws of New York State and approved by the New York State Office of Children and Family Services to provide foster care.
8. **CASE CONSULTATION** means the steps taken to assist in the development of the permanency hearing report and preparation for the permanency hearing in accordance with the standards set forth in 18 NYCRR 428.9(b) and (c).
9. **CASE INITIATION DATE (CID)** means the earliest of:
  - a. the initial date of application for foster care services, mandated or non-mandated preventive services for children;
  - b. the date that a report to the Statewide Central Register of Child Abuse and Maltreatment is determined to be indicated;
  - c. the date of placement of a child in foster care pursuant to Article 3 or 7 of the Family Court Act or the date of removal of a child from his or her home which led to placement in foster care either pursuant to Article 10, 10-B or 10-C of the Family Court Act or section 383-c, 384 or 384-a of the Social Services Law or placement in the direct legal custody of a relative or other suitable person by the court pursuant to Article 10 of the Family Court Act; or
  - d. the date of a court-ordered preventive services or commitment of care, custody and/or guardianship of a child to the Department for placement with a voluntary authorized agency or foster parent.
10. **CASE MANAGEMENT** means those activities referenced in 18 NYCRR 428.2(b) related to overseeing all aspects of a case, including but not limited to: the making of timely and accurate eligibility determinations and service authorizations; following procedural safeguards regarding protection of the rights of the parents and child;

providing care, maintenance and services appropriate to the child's needs; accepting voluntary placement agreements under appropriate circumstances; timely initiating all appropriate judicial proceedings; approving each family assessment and service plan; and timely and accurate entry of all data required to be entered in the Welfare Management System (WMS), the Child Care Review Service (CCRS), CONNECTIONS and any other Statewide automated child welfare information system designed by the New York State Office of Children and Family Services. Case management is always the responsibility of the Department.

11. **CASE MANAGER** is an employee of the Department with responsibility to authorize the provisions of services; to approve client eligibility determinations according to 18 NYCRR 423.3(b), 430.9, 430.10 and 432.2; and to approve in writing or by electronic equivalent the family assessments and service plans, as defined in 18 NYCRR Part 428. The case manager is responsible for role assignment in the family services stage.
12. **CASE PLANNING** means those activities referenced in 18 NYCRR 428.2(c) necessary for provision, arrangement, coordination and evaluation of the services specified in the child and family's service plan. In addition, case planning includes referring the child and his or her family to providers of services as needed, and delineating the roles of the various service providers. Case planning responsibility also includes documenting client progress and adherence to the service plan by recording in the Uniform Case Record that such services are provided, as required by 18 NYCRR Part 428 and 18 NYCRR 430.9 through 430.12, and making casework contacts or arranging for casework contacts as required under 18 NYCRR 423.2(b)(3), 423.4(c)(1)(ii)(d)(2), 432.2 and 441.21.
13. **CASE PLANNER** is the caseworker with the primary responsibility for providing, or coordinating and evaluating, the provision of services to the family. The case planner delineates the roles of the various service providers and requires collaboration among all the case workers assigned to the family services stage so that a single family assessment and service plan is developed. The case planner is responsible for the family assessment and service plan and its submission to the case manager for approval. There is a single case planner, who may be an employee either of the Department or the Agency, assigned per family services stage. The case manager may be assigned as the case planner and perform the dual roles of case manager and case planner, except for approval of the family assessment and service plan which becomes the responsibility of the case manager's supervisor in this instance.
14. **CASE WORKER** is any additional Department or Agency staff other than case manager or case planner directly involved in a child welfare case who provides services to any family member, or assesses, evaluates, makes casework contacts, and/or arranges or coordinates one or more aspects of service delivery. The case worker contributes to the development of the family assessment and service plan as directed by the case planner. There may be multiple case workers assigned to a family services stage.

15. **CHILD PROTECTIVE SERVICES MONITOR** is an employee of the Department's child protective service who is monitoring services being provided by someone other than a child protective service employee to the children and family named in an indicated report of child abuse or maltreatment.
16. **DEEMED TO HAVE A GOAL OF DISCHARGE TO ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE** means any child sixteen (16) years of age or older who has resided in foster care for at least twelve (12) months within the past thirty-six (36) months and who has a goal of discharge to parents or relatives or adoption. The category "deemed to have a goal of discharge to another planned living arrangement with a permanency resource" requires the same services as if the child has a goal of discharge to another planned living arrangement with a permanency resource.
17. **DISCHARGE SERVICES** means supervision services and may include the provision of, referral to, or coordination with other appropriate services, when the child has been returned to the home of his or her parents, other relatives, primary resource person or an adult permanency resource, as described in 18 NYCRR 430.12.
18. **FAMILY ASSESSMENT AND SERVICE PLAN** means the assessment and analysis of the family members' strengths, needs and problems; and the plan for services, as required by 18 NYCRR Part 428.
19. **FAMILY SERVICES INTAKE** means the CONNECTIONS stage for documentation of family information and events prompting the opening of a family services stage. A family services intake must be completed before a family services stage can be opened.
20. **FAMILY SERVICES STAGE** means the CONNECTIONS stage for documentation of cases open for child welfare services. There can be only one (1) open family services stage for a family per social services district. The family services stage is linked to a family case that is comprised of all past and current stages for the family.
21. **FUNDING ELIGIBILITY** means the initial determination of a family's eligibility for foster care services and required periodic re-determinations consistent with provisions of federal and State statutes and regulations, including but not limited to Title IV-E of the Social Security Act.
22. **FOSTER CARE OF CHILDREN** means all activities and functions provided relative to the care of a child away from his or her home twenty-four (24) hours per day in a foster family free home or a duly certified or approved foster family boarding home, or a duly licensed or certified group home, agency boarding home, child care institution, health care facility or any combination thereof. Foster care of children also means activities and functions relative to the care of a child away from his or her home twenty-four (24) hours per day in a home or facility operated or licensed by the New York State

Office of Mental Health, New York State Office for People With Developmental Disabilities, , or the New York State Office of Alcohol and Substance Abuse Services in accordance with the provisions of section 398(6)(g)(2) of the Social Services Law and the memorandum of understanding between the New York State Office of Children and Family Services and such Office in accordance with Title IV-E of the Social Security Act.

23. **FOSTER CHILD** means a child who meets the criteria of 18 NYCRR 441.2(a). A foster child also includes a child placed in the care and custody of the Department as a destitute child in accordance with Article 10-C of the Family Court Act.
24. **FOSTER FAMILY BOARDING HOME**, as defined in 18 NYCRR Part 443, means a residence owned, leased, or otherwise under the control of a single person or family who has been certified or approved by an authorized agency or by the New York State Department of Mental Hygiene or the New York State Office of Children and Family Services to care for children, and such person or family receives payment from the Agency for the care of such children.
25. **FOSTER PARENT** means a person, other than the child's parent, stepparent, or legal guardian, but including a relative within the third degree to the child's parent or stepparent, who is certified or approved to board children who are in the care, custody or guardianship of an authorized agency or the New York State Office of Children and Family Services, and who are placed for temporary or long term care.
26. **GROUP HOME**, as defined in 18 NYCRR 441.2(h) and as described in 18 NYCRR Part 448, means a family-type home for the care and maintenance of not less than seven (7), nor more than twelve (12) children who are at least five (5) years of age, operated by an authorized agency, in quarters or premises owned, leased or otherwise under the control of such agency, except that the minimum age limitation is not applicable to siblings placed in the same facility nor to children whose mother is placed in the same facility.
27. **INSTITUTION**, as defined in 18 NYCRR 441.2(f) and as addressed in 18 NYCRR Part 442, means any facility operated by an authorized agency for the care and maintenance of thirteen (13) or more children.
28. **LIFE SKILLS SERVICES** means services designated to assist foster children and former foster children to prepare for employment and post-secondary education, and to make the transition to responsible adulthood. Life skills services include, but are not limited to, structured programs of vocational training, life skills instruction, post discharge services and supervision until twenty-one (21) years of age.
29. **PERMANENCY HEARING REPORT** means a sworn report as defined in section 1087 of the Family Court Act prepared in accordance with section 1089 of the Family Court Act in the form and manner as required by the New York State Office of Children

and Family Services. The permanency hearing report must be filed with the court and submitted to the parties and other persons set forth in section 1089 of the Family Court Act no later than 14 days prior to each permanency hearing that includes, but not limited to, information regarding the health and well-being of the child, the reasonable efforts that have been made since the last permanency hearing to finalize the child's permanency plan and the recommended permanency plan for the child.

30. **PUBLIC CHARGE** means a child whose income and resources, including available parental support, are insufficient to meet the total cost of foster care, including the cost of clothing and providing for the child's special needs.
31. **REFERRAL** means a request made by the Department that the Agency provide a service for a public charge.
32. **PRIMARY RESOURCE PERSON** means any individual related or unrelated to a child who is determined by the Department and the Agency to be an actual or potential source of support, care or assistance for the child.
33. **SERVICE PLAN REVIEW** means a case conference, including at least the case planner or the child's caseworker and a third party reviewer. Efforts must be made to involve the child's parent(s), unless their rights to the child have been terminated, the child's guardian(s), the child ten (10) years of age or older, unless there is a documented reason related to the current necessity of placement why the child should not be involved, the child's current foster parent, caretaker relative or pre-adoptive parent and other participants to review and develop a service plan for the case in accordance with the standards set forth in 18 NYCRR 428.9 and 430.12(c)(2). A service plan review conference is required in order to complete the comprehensive assessment and service plan and family reassessment and service plan when a child is in foster care, except that a permanency hearing satisfies the requirements for a service plan review if such permanency hearing is held and completed within six (6) months of the previous service plan review.
34. **SUPERVISED INDEPENDENT LIVING PROGRAM** means one or more of a type of agency boarding home operated or certified by an authorized agency in accordance with 18 NYCRR Part 449 to provide a transitional experience for older foster children who, based on their circumstances, are appropriate for transition to the level of care and supervision provided in the program.
35. **SUPERVISION SERVICES** means referral to or coordination with other appropriate available services for a child, until the child becomes twenty-one (21) years of age, when the child has been discharged to another planned living arrangement with a permanency resource as described in 18 NYCRR 430.12.

36. **THIRD PARTY REVIEWER** means an administrator or other person not responsible for the case management or delivery of services to a case or in the direct line of supervision for that case. The third party reviewer is a required participant in service plan reviews.

37. **UNIFORM CASE RECORD** means all documentation, both electronic and external, as required by 18 NYCRR Parts 428 and 466.

## **SECTION II - TERM OF AGREEMENT AND RENEWAL**

1. The term of this Agreement is from July 1, 2015 through June 30, 2018. If the Agreement is for a period in excess of twelve (12) months, the Department must review the Agreement on at least an annual basis for verification of conformance by the Agency and is continued for subsequent periods only if the Department determines that the Agreement continues to be in the best interest of the Department.
2. The parties hereto are under no obligation to renew this Agreement or to purchase or provide any care after the expiration of the term set forth herein or any renewal thereof, except as herein provided. Contractor should give notice in writing of its intention not to renew the Agreement at least six (6) months prior to the expiration of this Agreement.

## **SECTION III - SCOPE OF SERVICES**

1. It is mutually agreed between the Department and the Agency that the Agency will provide foster care services and provide or obtain appropriate medical services in accordance with the standards prescribed by the New York State Office of Children and Family Services and as prescribed by federal and New York State laws and regulations, including, but not limited to Article 6 of the Social Services Law; 18 NYCRR Parts 427, 428, 430, 431 and 441-451; and the Program Narrative, which is attached hereto and incorporated herein as Schedule A.
2. The Agency warrants that it and its staff have all the necessary licenses, approvals and certifications currently required by the laws of any applicable municipality or local, state or federal government. The Agency further agrees to keep such required licenses, approvals and certificates in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames. The Agency shall promptly notify the Department of any enforcement action taken with respect to such license, approval or certificate and any action the Agency is taking with respect thereto. The Department agrees to thereafter notify the New York State Office of Children and Family Services of such enforcement action and Agency remediation.
3. The Department is responsible for the determination of eligibility of children for foster care through all applicable funding streams pursuant to the regulations, policies and procedures of the New York State Office of Children and Family Services and applicable federal requirements. The Department is also responsible for the determination of eligibility

for federal adoption assistance, State adoption subsidy or kinship guardianship assistance in accordance with applicable federal and State standards.

4. The Department is responsible for the initial and continued authorization of Medical Assistance eligibility and verification of citizenship or qualified immigration status of children in foster care pursuant to the regulations, policies and procedures of the New York State Office of Children and Family Services, and the New York State Department of Health and applicable federal requirements. The Department is responsible for the review of the status of Medical Assistance eligibility and authorization of continuous coverage for Medical Assistance for children in foster care at the time of discharge from foster care.

5. The Agency agrees to provide foster care for children in accordance with the Program Narrative and rates of payment appended to this Agreement as Schedules A and B. These rates are to be negotiated in accordance with the regulations of the New York State Office of Children and Family Services.

6. The Agency and the Department must cooperate in collecting and entering data into the child welfare information systems (WMS, CCRS and/or CONNECTIONS) and any other statewide automated child welfare information system designated by the New York State Office of Children and Family Services in the form and manner required by the New York State Office of Children and Family Services. The Agency will provide such information to said data system as is required by the Department. The Agency, at the option of the Department, agrees to record information in WMS and CCRS, as required, until CONNECTIONS is implemented by the Department.

7. To the extent that CONNECTIONS is implemented in the local district, as determined by the New York State Office of Children and Family Services, CONNECTIONS will be the system of record and the Agency must enter and maintain required child welfare information, including but not limited to, person and family information, periodic family assessment and service plans, plan amendments, and Progress Notes in CONNECTIONS. The Agency must review all current information about its cases that is recorded by other workers in the family services stage. As additional components of CONNECTIONS are implemented in the district, as determined by the New York State Office of Children and Family Services, during the duration of this Agreement, CONNECTIONS will be the system of record in regard to such components and the Agency must enter and maintain required child welfare information in CONNECTIONS.

Once CONNECTIONS is implemented in the local district, the Agency may not use its own internal system in lieu of CONNECTIONS. The Agency agrees to comply with applicable statutory and regulatory standards for recording child welfare information including, but not limited to, 18 NYCRR Parts 428 and 466.

8. The Agency must keep all CONNECTIONS equipment secure from theft and unauthorized use.



9. The Agency will not discriminate against employees, applicants for employment, or applicants for or recipients of services because of race, creed, color, national origin, gender, age, disability, marital status or sexual orientation.

10. The Department and Agency agree to provide the following in relation to each child covered by this Agreement. Department options are identified in Schedule C, which is attached hereto and incorporated into this Agreement.

#### **A. STANDARDS RELATED TO PLACEMENT**

##### **1. Intake for Family Services**

The Department, or the Agency at the option of the Department, will complete the family services intake, including but not limited to:

- a. completion of the Application for Services (DSS-2921);
- b. entry of demographic information into CONNECTIONS to create the Uniform Case Record Face Sheet;
- c. completion of all required CONNECTIONS Intake components; and
- d. performance of a person and case search to relate known persons and cases, unless the Department specifically retains this responsibility.

In the event the Agency completes the family services intake, it must submit it to the Department for acceptance within (5) [but no more than five (5)] days of taking the intake or the day upon which the child entered the Agency, whichever is earlier.

In the event that a child in the custody of the Department is placed by the court directly into the care of the Agency, or in the event a child in the custody of the New York State Office of Children and Family Services is placed directly into the care of the Agency, the Agency must complete the family services intake as described above and submit it to the Department for acceptance within (5) [but no more than five (5)] days of the day upon which the child entered that agency.

##### **2. Opening of a Family Services Stage and Designation of Case Planner**

Only the Department can open a family services stage. When the Department completes or accepts a family services intake, the Department will stage progress the family services intake to a family services stage and assign a worker role to the Agency that identifies Agency responsibilities in the family services stage.

The Department will open the family services stage and assign an Agency worker as either case planner for the family or case worker for the child at the time of the child's admission to the Agency or within (5) (but no more than five (5)) days of submission of the family

services intake.

The Department will enter in CONNECTIONS the names and roles of any other case workers and service providers assigned to the case.

The provisions of this paragraph also apply to a child placed solely in the legal custody of the Commissioner of the New York State Office of Children and Family Services who is placed directly in the care of the Agency. For foster children placed solely in the legal custody of the Commissioner of the New York State Office of Children and Family Services and cared for by the Agency, the Department shall assign a role of case planner or case worker, as appropriate, in the Family Services stage to the Agency, and a role of case worker to the New York State Office of Children and Family Services within five (5) days of the family services intake. For those children in the legal custody of the Commissioner of the Department who are subsequently also placed into the legal custody of the Commissioner of the New York State Office of Children and Family Services and placed by the court in the care of the Agency, the Department shall determine and assign the case planner and the role of case worker to any other Agency staff and staff of the New York State Office of Children and Family Services, as appropriate, within five (5) days of intake. Such children shall be identified to be in the "joint custody" of the Commissioner of the Department and the Commissioner of the New York State Office of Children and Family Services.

### 3. Case Initiation Date (Day 1)

CONNECTIONS will calculate the Case Initiation Date (CID), in accordance with 18 NYCRR Part 428. The CID will be designated and displayed in CONNECTIONS as soon as a child protective services report is indicated, or upon worker entry of the date of application for services, date of removal/placement (depending on the category of foster care placement), or date of court-ordered services. The system will use the earliest of these dates as the CID.

### 4. Designation of Program Choice and Permanency Planning Goal

The Department or the Agency with designated case planning responsibility, at the option of the Department, must initially set child program choice(s) and a permanency planning goal. Where the Agency with designated case planning responsibility must initially set child program choice(s) and a permanency planning goal, the Agency with designated case planning and the Agency of the associated case worker must review and update program choice(s) and a permanency planning goal in CONNECTIONS, as appropriate, prior to opening each family assessment and service plan. The case planner, or the associated case worker at the direction of the case planner, must record programmatic eligibility for foster care placement and preventive services within each family assessment and service plan, while the Department must determine eligibility for all applicable funding streams.

The Department will remain responsible for reviewing the child's permanency planning goal throughout the foster care episode and will make a determination as to whether the

permanency plan goal for each child is appropriate and that the Agency has considered all appropriate options for discharge, including:

- a. return to parent or guardian;
- b. adoption;
- c. legal guardianship or legal custody
- d. placement with a fit and willing relative; or
- e. placement in another planned living arrangement that includes a significant connection to an adult who is willing to be a permanency resource for the child, if there is a compelling reason for determining that it is not in the best interests of the child to have any of the discharge options noted in a-d above. Another planned living arrangement includes either discharge to another planned living arrangement with a permanency resource or adult residential care.

The Department will notify the Agency with designated case planning responsibility if the Department requires a change to the permanency planning goal or if the permanency goal is modified by the court.

#### 5. Initial Family Assessment & Service Plan

The Agency with designated case planning responsibility must complete the initial family assessment and service plan and submit it to the case manager for approval no later than ten (10) days prior to the due date of the initial family assessment and service plan. The family assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case manager.

The Agency of the associated case worker must complete the initial family assessment and service plan components including case update, child strength, needs and risk scales, foster care issues, assessment analysis, and service plan outcome and activity blocks for the associated child, within the time period directed by the case planner.

Where there is a program choice of child protective, the case planner is responsible for the completion of the safety and risk assessment components of the family assessment and service plan, unless the child protective services worker/monitor is so designated by the Department. Completion of the safety and risk assessments is the responsibility of the case planner in non-protective cases.

If the Department places the child with the Agency within fifteen (15) days prior to the due date, or after the due date, of the initial family assessment and service plan, the Department will retain the role of case planner and such designated worker will complete the initial family assessment and service plan and submit it to the case manager for approval before assigning the Agency as designated case planner. A worker designated by the Agency will be assigned the role of caseworker in the interim. Where the Department case manager is also serving as case planner, the family assessment and service plan must be submitted to the case manager's supervisor for approval.

The provisions of this paragraph and paragraphs (6) and (7) of the section dealing with

“Standards Related to Placement” also apply to a foster child solely in the legal custody of the New York State Office of Children and Family Services who is placed directly in the care of the Agency. For a foster child placed solely in the legal custody of the New York State Office of Children and Family Services and cared for by the Agency, the Agency shall submit the family assessment and service plan to both the Department and the New York State Office of Children and Family Services for approval. The Department will have the ministerial CONNECTIONS role of case manager and the New York State Office of Children and Family Services will have the programmatic and functional role of case manager over such children. For children in the “joint custody” of the Commissioner of the Department and the New York State Office of Children and Family Services, the Agency shall submit the family assessment and service plan to both the Department and the New York State Office of Children and Family Services for approval. To the extent that the child is in the legal custody of the Commissioner of the Department, the Department, in cooperation with the New York State Office of Children and Family Services, retain the programmatic and functional role of case manager for such children.

#### 6. Comprehensive Family Assessment & Service Plan and Subsequent Reassessment Family Assessment & Service Plans

The Agency with designated case planning responsibility must complete the ninety (90)-Day comprehensive family assessment, the first family reassessment and service plan no later than two hundred and ten (210) days from the case initiation date and each six (6)-month subsequent family assessment and service for the case as long as the Agency is the designated case planner and the child remains in the care of that Agency, unless the child entered the care of the Agency within thirty (30) days prior to the date the comprehensive or reassessment family assessment and service plan is due.

If the child was previously in the care of another Agency that had case planning responsibilities, and entered the care of the Agency within thirty (30) days prior to the date the family assessment and service plan is due, the Agency with previously designated case planning responsibility must complete the family assessment and service plan for that period and reassignment of the case planner role will be delayed until after its approval. If the child was not previously in care but entered the care of the Agency within thirty (30) days prior to the date the family assessment and service plan is due, the Department will complete the family assessment and service plan for that period and delay reassigning the case planner role until after its approval.

The Agency with designated case planning responsibility must complete the appropriate family assessment and service plan and submit it to the case manager for approval no later than ten (10) days prior to the date it is due as specified in 18 NYCRR Part 428. The family assessment and service plan must be approved by the case planner’s supervisor prior to its submission to the case manager. The Agency of the associated case worker must complete the family assessment and service plan components including case update, child strength, needs and risk scales, foster care issues, assessment analysis, and service plan outcome and activity blocks for the associated child, within the time period directed by the case planner.

Where there is a program choice of child protective, the case planner is responsible for the completion of the safety and risk assessment components of the family assessment and service plan, unless the child protective services worker/monitor is so designated by the Department. Completion of the safety assessment is the responsibility of the case planner in non-protective cases.

The Department case manager will review and either approve or reject the family assessment and service plan no later than five (5) days following the submission of any family assessment and service plan.

If, after reviewing any family assessment and service plan, the Department disagrees with the assessment or the plan of services, the Department will contact the Agency with case planning responsibility within five (5) days of submission of the family assessment and service plan to discuss the area(s) of disagreement and necessary revisions. The modified family assessment and service plan, containing the revisions as agreed to by both parties, must be resubmitted by the Agency with case planning responsibility to the case manager for approval within five (5) days of the rejection of the family assessment and service plan. The assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case manager.

#### 7. Plan Amendment/Status Changes

If one of the following changes in program status occurs after completion of the initial, comprehensive or reassessment family assessment and service plan, and before the subsequent family assessment and service plan can be opened on the system, a plan amendment must be completed and submitted to the case manager for approval as required by 18 NYCRR Part 428:

- a. Preventive services are started for a child;
- b. Preventive services are ended for a child;
- c. Case open to CPS;
- d. Case closed to CPS;
- e. A child is removed from his or her home and enters or reenters foster care;
- f. A child is moved from one foster care setting to another;
- g. A child is removed from his or her home and is placed in the direct custody of a relative or other suitable person pursuant to Article 10 of the Family Court Act;
- h. A child becomes legally freed for adoption;
- i. A child is discharged (trial or final) from foster care, including finalization of adoption; or
- j. At the Department's option, the Agency must complete a plan amendment for a change to the visiting plan for a child, or for any other status change the Department so delegates.

The Agency with designated case planning responsibility or the Agency of the associated case worker of the relevant child, as determined by the Department, must complete the plan amendment as appropriate in accordance with the standards set forth in 18 NYCRR 428.7. The Agency with designated case planning responsibility must submit the plan amendment. The plan amendment must be approved by the case planner's supervisor prior to its submission to the case manager.

If a status change occurs subsequent to completion of the initial family assessment and service plan, it must be documented and approved by the Department within thirty (30) days of the change, except for when a case is opened for child protective services or child protective services are ended for a case, which must be documented and approved by the social services district having case management responsibility for the case within seven (7) days of the change. Except for the status changes referenced in (E) and (G) above, any other status change that occurs at the time of, or within sixty (60) days prior to, the due date of the next family assessment and service plan, the status change may be documented and approved as part of the next family assessment and service plan. Documentation within the family assessment and service plan must include all information regarding the status change required by the New York State Office of Children and Family Services. Such documentation must be provided in the form and manner as required by the New York State Office of Children and Family Services and, where appropriate or where a child has been removed from his or her home, must include a visiting plan and an update of the service plan for the family.

Documentation of status changes, whether on the plan amendment or within the family assessment and service plan, must include all information regarding the status change required by the New York State Office of Children and Family Services and, where appropriate, include an update of the service plan for the family.

#### 8. Progress Notes

The Agency must maintain Progress Notes as required by 18 NYCRR 428.5. Progress Notes must be recorded in CONNECTIONS. The Agency must also review all current information about its cases that is recorded by other workers in the family services stage.

#### 9. Maintenance of Current Information

The Agency is responsible for keeping demographic and tracked child detail information regarding the child and his/her family updated in CONNECTIONS. This includes designation of primary and secondary caretakers, maintenance of the family relationship matrix, and recording of child program choice(s) and permanency planning goal.

#### 10. CONNECTIONS/UCR

The intake, family assessment and service plan, plan amendments, service plan reviews and Progress Notes must be recorded, submitted, approved, and maintained through CONNECTIONS.

#### 11. Provision of Client Services

When any approved family assessment and service plan identifies needed services which the Agency does not provide, the Department, upon confirmation of the need for services, will directly provide or arrange for provision of those services to the clients.

#### 12. Legal Activities

##### a. 358-a Petitions

If the child enters foster care pursuant to a voluntary placement agreement executed pursuant to section 384-a of the Social Services Law or a surrender executed pursuant to section 384 of the Social Services Law, the Department is responsible for the filing of the 358-a petition for court approval of the voluntary agreement or surrender within the time frames specified in section 358-a of the Social Services Law.

##### b. Permanency Hearings

- i. Permanency hearings must be held in accordance with the standards set forth in the Social Services Law and the Family Court Act.
- ii. For foster children placed pursuant to Article 10 or Article 10-C of the Family Court Act, sections 384 and 384-a of the Social Services and all foster children completely freed for adoption, the following standards apply: 1) the initial permanency hearing for a child completely freed for adoption must be commenced no later than thirty (30) days after the hearing at which the child was freed and must be completed no later than thirty (30) days after commencement; 2) the initial permanency hearing for a child who is not completely freed for adoption must be commenced on the date certain established by the court that may be no later than six (6) months from the date that is sixty (60) days after the child was removed from his or her home and must be completed within thirty (30) days after commencement; and 3) all subsequent permanency hearings must be commenced on the date certain established by the court that may be no later than six (6) months from the completion of the previous permanency hearing and must be completed with thirty (30) days after commencement.
- iii. The Department shall be responsible for the completion and the submission of the permanency hearing report required in accordance with Article 10-A of the Family Court Act, unless otherwise expressly specified by this Agreement.

- iv. For foster children placed pursuant to either Article 3 or 7 of the Family Court Act who are not freed for adoption the following standards apply: 1) the initial permanency hearing must be held no later than within twelve (12) months of the date the child is considered to have entered foster care or at an earlier date as required by State law or the court (for the purposes of this Agreement, a child is considered to have entered foster care pursuant to Article 3 or 7 on the date that is sixty (60) days after the child was removed from his or her home); and 2) all subsequent permanency hearings must be held every twelve (12) months from the preceding permanency hearing or at an earlier date as required by State law or by the court. Unless otherwise specified, the Department will file the petition for a permanency hearing.
  
- v. For all categories of placements, the Agency agrees to provide the designated Department case manager with all requested documents determined by the Department as necessary to support a petition for a permanency hearing or the permanency hearing report, as applicable and the Agency must provide the Department with such documentation in support of the (permanency hearing/extension) petition or the permanency hearing report at least thirty (30) days prior to the date the Department must submit the permanency hearing report or file the petition with the court.

c) Section 1089 Orders

The Department or Agency in receipt of an order of disposition issued pursuant to section 1089 of the Family Court Act must notify the other of such disposition. Such notice must be provided within ten (10) days of the receipt of the court's disposition or no later than five (5) days prior to any necessary action, whichever is earlier. The Agency must comply with the dispositional decisions, unless such decisions involve an order to finalize an adoption proceeding, in which case compliance is the responsibility of the Department.

If the Department or the Agency receives an order from the Family Court pursuant to section 1089 of the Family Court Act requiring diligent efforts or an order to initiate a proceeding to legally free a child for adoption, the Department or the Agency will notify the other in writing or electronically of the order and send a copy of the order to the Department or Agency. Notification will take place within ten (10) days of the receipt of the order. Once the Agency is notified of the court order, it is the Agency's responsibility to comply with the court order through working with the child and the family in regard to the exercise of diligent efforts. It is the responsibility of the Department or the Agency, at the option of the Department, to follow through on the necessary legal aspects of legally freeing a child for adoption.

d) Other Court Orders



The Department or Agency in receipt of any dispositional order of the court must notify the other of such disposition within ten (10) days of the receipt of the court's disposition, or no later than five (5) days prior to any necessary action, whichever is earlier. The Department will determine whether the Department or the Agency is responsible for carrying out orders of the court and so notify the Agency. The Agency must comply with any such orders so designated as their responsibility.

e) Agency Cooperation

The Agency agrees to provide appropriate staff as requested by the Department to testify in court in support of permanency goals or petitions for the extension of, or challenges to placement or in any other court proceedings where the testimony of staff of the Agency is deemed necessary by the Department. The Agency agrees to provide appropriate staff as requested by the Department to testify in court in support of a determination that reasonable efforts were made to finalize the foster child's permanency plan or to enable the foster child to return home safely.

f) Recording of Legal Activities

The Department, or the Agency at the option of the Department, must enter information regarding all filed legal petitions, court hearings and their resulting orders into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS legal functionality is implemented in the Department's district, as determined by the New York State Office of Children and Family Services, legal petitions, hearings and orders must be recorded in CONNECTIONS.

13. Registration and Photo Listing

The Agency must register and/or photo list with the New York State Adoption Service (NYSAS) any child in its care who is freed for adoption after the child enters the care of that Agency consistent with the standards and within the time frames specified by law and regulation including 18 NYCRR Part 420. If the Agency requires information from the Department for such registration and/or photo listing, it must notify the Department in writing of the information required. At the time the appropriate forms are sent to NYSAS, copies of the forms must also be sent to the Department.

The Agency must register with NYSAS any person who has applied to adopt a handicapped or hard to place child in accordance with the standards set forth in section 372-b(2-a) of the Social Services Law and 18 NYCRR Part 424.

The Department, or the Agency at the option of the Department, must enter information regarding adoption activities into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS adoption functionality is implemented in the Department's

district, as determined by the New York State Office of Children and Families, registration and photo listing must be recorded, maintained, submitted and approved through CONNECTIONS, as specified in Schedule C.

## **B. STANDARDS RELATING TO NECESSITY AND APPROPRIATENESS OF PLACEMENT**

### **1. Necessary Activities Prior to Placement**

If a child at risk of placement is unknown to the Department or is a sibling of another child who is currently in the care of the Agency, the Agency must notify the Department of an impending foster care placement within five (5) days of the identification of the child as being at risk of care so the Department can authorize the preventive services to be provided by the Agency and/or direct the Agency to locate alternative living arrangements for the child, as appropriate.

If authorized by the Department, the Agency must offer preventive services to the child and the child's family prior to the child's foster care placement and attempt to locate safe alternative living arrangements, pursuant to 18 NYCRR Section 430.10.

### **2. Necessity and Appropriateness of Placement**

The Department will require that the Agency with designated case planning responsibility, or the Agency of the associated case worker, document sufficient assessment information as required by 18 NYCRR 430.10 and 430.11 in the family assessment and service plan to justify the placement of the child into foster care and to justify the placement of a child into a specific type or level of placement. Such assessment must address the issue of educational stability of the foster child in accordance with 18 NYCRR 430.11(C)(1)(i) with regard to the initial and each subsequent foster care placement. If the placement does not meet the standards set out in 18 NYCRR 430.11 for that specific type/level of care, the Department will so notify the Agency and request modified and updated assessment information.

### **3. Continued Necessity and Appropriateness of Placement**

The Department will require that the decision to continue a child in a foster care setting and the decision to transfer a child to a specific type/level of placement are made pursuant to 18 NYCRR 430.10 and 430.11.

The Agency with designated case planning responsibility, or the Agency of the associated case worker, as determined by the Department, must document sufficient assessment information as required by 18 NYCRR 430.10 and 430.11 in the family assessment and service plan to warrant the continued placement of the child in foster care. If applicable, such documentation must justify the placement of the child in a more restrictive level of care than where the child was previously placed, and/or document compliance with the continuity

of environment standards set forth in 18 NYCRR Section 430.11 if a change in placement has occurred since the prior family assessment and service plan review.

The Agency also must provide, or arrange for, services that attempt to alleviate the circumstances or needs of the child or the child's family that may be causing the child's placement.

## **DILIGENCE OF EFFORT**

### **1. Consistency**

The Agency with designated case planning responsibility and the Agency of the associated case worker must verify and document that the service goals and tasks included in the family assessment and service plan for the child and/or family are related to the specific needs exhibited by the child and/or family which contributed to the child's eventual placement in care. The Agency must complete the family assessment and service plan for the child and/or family with supporting, relevant documentation.

### **2. Service Plan Review**

The Agency with designated case planning responsibility, or other agency specified by the Department, must convene and hold the review panel for each service plan review in compliance with 18 NYCRR 430.12(c)(2) no earlier than sixty (60) days, but no later than ninety (90) days from the date the child was removed from his or her home, or where the child is placed in foster care pursuant to Article 3 or 7 of the Family Court Act, no earlier than sixty (60) days, but no later than ninety (90) days from the date the child was placed in foster care. The case planner or other convener is responsible for notifying the Department at least two (2) weeks prior to the scheduled review date and for inviting the case manager, and child protective services monitor if applicable, to attend the service plan review.

The Agency with designated case planning responsibility, or the Department at its option, is responsible for locating an independent third party reviewer to attend and participate at the service plan review. The Agency with designated case planning responsibility is responsible for inviting other case workers and service providers to the service plan review and obtaining their input into the service plan.

The Agency with designated case planning responsibility must make efforts to involve all required participants in the development and review of the service plan and at the case service plan review conference in compliance with 18 NYCRR 430.12(c)(2)(i)(a).

The Agency with designated case planning responsibility is responsible for inviting each participant in writing, or by electronic notice if the invitee has access to CONNECTIONS, at least two (2) weeks prior to the service plan review. The Agency must hold service plan reviews by the family assessment and services plan submission date in all cases.

A permanency hearing satisfies the requirements for a service plan review if such permanency hearing is held and completed within six (6) months of the previous service plan review.

In accordance with 18 NYCRR 430.12 (c)(2)(i)(b), when possible, the Agency with designated case planning responsibility representative must, no later than thirty (30) days after the date of the service plan review, make face-to-face contact with the invited participants who were unable to attend the service plan review. At the face-to-face contact, the Agency must provide the participants with the information required by 18 NYCRR 430.12 (c)(2)(i)(b).

If the face-to-face contact is not possible, the Agency must send the invited participants a letter informing them that the service plan review was held and that a copy of the service plan and all other information required by 18 NYCRR 430.1(c)(2)(i)(b) will be made available to them upon request, provided, however, a copy of the service plan must be given to the child's parent(s).

The Agency must document in CONNECTIONS that each of the above requirements has been met.

### 3. Case Consultation

The Agency with designated case planning responsibility, or other specified agency at the option of the Department, must satisfy the case consultation requirements set forth in 18 NYCRR 428.9 for each child defined in section 1087 of the Family Court Act in preparation for each permanency hearing held in accordance with Article 10-A of the Family Court Act, including those where the permanency hearing will satisfy the requirement for the service plan review.

The case consultation must be conducted no earlier than sixty (60) days, prior to the date certain of the permanency hearing and must be completed with sufficient time to finalize and submit the permanency hearing report at least fourteen (14) days before the date certain for the permanency hearing.

The Agency with designated case planning responsibility, or other agency specified by the Department, must comply with the standards relating to participation, purpose and documentation of the case consultation process, as set forth in 18 NYCRR 428.9(b)-(c).

### 4. Casework Contacts

The Agency with designated case planning responsibility and the Agency of the associated case worker must maintain casework contacts with the child, the child's current foster care caretaker (or provider) and the child's parent or relative once the child enters the Agency's care. Casework contacts must be provided in accordance with 18 NYCRR 430.12(c)(3) and 441.21.

The Department has the option, on a case-by-case basis, to continue to provide case planning services and make casework contacts with the family. If the Department chooses to exercise this option, it will notify the Agency at the time the case is referred to the Agency and the Agency will be assigned the role of case worker.

#### 5. Visitation

The Agency with designated case planning responsibility and where there is one or more children placed in an Agency other than the Agency with case planning responsibility, the Agency of the case worker associated with the child will be responsible for facilitating visitation between the child and the child's parent and/or sibling(s), as required by 18 NYCRR 430.12(d)(1) and 431.10(e).

The Department has the option on a case-by-case basis to continue to provide services to the parents, siblings or relatives and to maintain the responsibility for facilitating the parent-child visitation. If the Department chooses to exercise these options, the Department will so notify the Agency no later than ten (10) days after the child's admission to the Agency.

#### 6. Time in Foster Care

If the child has a permanency planning goal of return to parents or relatives, the Department is responsible for reviewing the child's placement and court related information in CONNECTIONS and/or CCRS to take required actions under federal and New York State statute and regulation, including but not limited to, those requirements relating to permanency planning and/or the filing of a petition to terminate parental rights, as set forth in section 384-b(3)(1) of the Social Services Law and 18 NYCRR 430.12(e) and 431.9.

The Department will notify the Agency to review the case to determine if preventive services could aid in the discharge of the child, and to make a recommendation to the Department. If preventive services are authorized by the Department and cannot be provided by the Agency, the Department will notify the Agency regarding which specific agency is to provide such services.

#### 7. Unplanned Termination

Termination of Placement - The Agency must give the Department a minimum of a fifteen (15) days prior written notice of its intention to request the removal of a child in the Agency's care. Should termination of placement be necessary for any reason for a child specifically placed with the Agency by court order, the Department will seek termination or modification of the placement order in the appropriate Family Court.

At the point that the Agency can no longer provide for a child at the appropriate type and level of placement needed by the child within its own facilities, the Agency must notify the Department. The Department will thereafter conduct a diligent search of potential placement

resources appropriate for the child within New York State, refer the child to any appropriate identified resource, and provide updates to the Agency. At the point the search has been exhausted, a conference will be held by the Department case manager with the Agency. Following such conference, a notice of termination of placement with the Agency may be given by the Agency to the Department pursuant to the agreements reached at the conference.

#### **D. DISCHARGE TO ADOPTION/KINSHIP GUARDIANSHIP**

##### **1. Placement in Adoptive Home**

If the child has a permanency planning goal of discharge to adoption, the Agency, at the option of the Department, will locate an appropriate adoptive home for the child and place the child in such home with the knowledge and consent of the Department within the time frames set forth in 18 NYCRR 430.12(e). The Agency must not delay or deny placement of a child freed for adoption with otherwise suitable approved adoptive parents on the basis that the approved adoptive parents reside in a state or county different from that of the authorized agency with custody and guardianship of the child. The Agency agrees to comply with the standards forth in the Howard M. Metzenbaum Multiethnic Placement Act of 1994 (P.L. 103-382), as amended by the Small Business Job Protection Act of 1996 (P.L. 104-188) relating to the placement of children in foster care and adoption.

##### **2. Finalization of Adoption**

- a. If the permanency plan for the child is adoption or placement in a permanent home other than that of the child's parent and the Agency is an approved adoption agency, the Agency must document in Progress Notes and in the family assessment and service plan, the steps taken to find an adoptive family or other permanent living arrangement for the child; to place the child directly or through another authorized agency with an adoptive family, a fit and willing relative, a legal guardian/legal custodian, including through a kinship guardianship arrangement or in another planned permanent living arrangement; and to finalize the adoption or legal guardianship/legal custody. At a minimum, such documentation must include child specific recruitment efforts such as the use of state, regional, and national adoption exchanges including electronic exchange systems. Such documentation must reflect reasonable efforts to place the child in a timely manner and to finalize the placement of the child.
- b. If an Agency is not an approved adoption agency, and the Department will conduct the adoption home study for the Agency foster parent. The Agency must make every effort to provide the Department with all documents necessary for approval of the foster home as an adoptive home, including, but not limited to recent medical records, criminal history record summaries, Statewide Central Register data base checks, the Justice Center for the Protection of People with Special Needs category one substantiated findings checks as set forth in section 495 of the Social Services Law, home study documentation, child social summary, and agency caseworker recommendations.

- c. The Agency must provide information regarding the adoption subsidy and non-recurring adoption expenses programs to foster parent(s) and prospective adoptive parent(s) upon request and at the time a proceeding to free the child for adoption has been commenced or a child is identified to prospective adoptive parent(s), in accordance with 18 NYCRR 421.24 (b). At the time of an adoptive placement, the Agency must provide an adoption subsidy and non-recurring adoption expenses agreement to any person(s) who desires to apply for an adoption subsidy and must send the completed subsidy and non-recurring adoptions expenses agreement and all relevant agency documentation to the Department for final approval within fifteen (15) days of receipt of the completed subsidy agreement. The Department, if authorized, will approve or reject the adoption subsidy and non-recurring adoption expenses agreement within thirty (30) days of its submission, or if the Department is not authorized, will send it to NYSAS for final approval.
- d. The Agency, or the Department at its option, must enter information regarding all adoption activities into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS adoption functionality is implemented in the Department's district, as determined by the New York State Office of Children and Family Services, adoption activities must be recorded, submitted and approved in CONNECTIONS.

### 3. Kinship Guardianship Assistance

Where the foster child is placed with a relative foster parent and the foster child's permanency plan is placement with such relative with the receipt of kinship guardianship assistance payments, the Agency must comply with the case documentation requirements set forth in 18 NYCRR 428.5(c)(12).

## **E. DISCHARGE TO ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE**

### 1. Setting of Goal

The goal of 'Place in another planned living arrangement with a permanency resource' may be set in accordance with the requirements of 18 NYCRR 430.12(f).

### 2. Preparation for Discharge

The Agency is responsible for assessing the life skills of all foster children fourteen (14) years and older at least every six (6) months and documenting within the family assessment and service plan, the child's progress toward attaining each life skill outcome.

The Department, or the Agency at the option of the Department, must provide, or arrange for the provision of, life skills services to all foster children fourteen (14) years of age and older, regardless of the child's permanency planning goal.

The Department, or the Agency at the option of the Department, must require that foster children fourteen (14) years of age and older participate directly in designing their own program activities to prepare them for discharge and that the child accept personal responsibility for satisfying his or her part of the program.

The Agency must document the type of service and/or instruction provided, and the provider of the service/instruction in the case record, consistent with 18 NYCRR Parts 428 and 430.

The Department, or the Agency if authorized by the Department, must issue monthly stipend payments to each foster child sixteen (16) years of age or older with a permanency planning goal of discharge to another planned living arrangement with a permanency resource or deemed to have a goal of discharge to another planned living arrangement with a permanency resource and who is actively participating in life skills services according to his/her service plan in conformance with 18 NYCRR 430.12(f)(2)(i)(b). The Department will provide or arrange for the provision of a monthly stipend payment to each eligible child.

The Department, or the Agency at the option of the Department, must identify any persons, services and agencies which will help the child maintain and support himself / herself in the community, and must assist the child to establish contact with such agencies, service providers and persons and prepare the child to use such community resources.

The Department, or the Agency at the option of the Department, must provide for regular and continuous exploration and development of permanency alternatives for all foster children over fourteen (14) years of age, including foster children over fourteen (14) who have previously refused adoption. The Department, or the Agency at the option of the Department, must document the specific efforts to identify and nurture a permanent family connection or other adult permanency resource who is determined to be an appropriate and acceptable resource for the child and is committed to providing emotional support, advice and guidance to the child and to assist the child as the child makes the transition from foster care to responsible adulthood.

The Department, or the Agency at the option of the Department, is responsible for providing a written notice of discharge to the child at least ninety (90) days prior to the child's discharge in accordance with 18 NYCRR 430.12 (f).

At the time of the Ninety (90) Day Notice, the Department or the Agency, as determined by the Department, must address the following issues related to the child's safety, permanency, and well-being upon discharge:

- a. appropriate housing that is expected to be available for at least 12 months from the date of discharge is secured;
- b. the child has a sufficient source of income;



- c. medical coverage is available to the child upon discharge for preventive health care and identified physical, mental, dental health and prescription needs;
- d. medical assistance coverage for the child will continue uninterrupted until a final determination that the child is ineligible has been made, with notice to the child of the final determination and of the right to a fair hearing to contest the determination;
- e. arrangements have been made for the child to receive essential documents such as birth certificate, social security card, medical records, and education records at the time of discharge;
- f. an adult permanency resource is available or is being sought to provide emotional support/advice/guidance upon the child's discharge;
- g. any safety concerns related to the child's discharge from foster care are being addressed; arrangements have been made with service providers for services that the child will need upon discharge; and
- h. the child has been advised of the services that will be available to him/her upon discharge from foster care until he/she attains the age of twenty-one (21).

The information regarding these issues must be updated at the time of trial discharge, and again, at final discharge. The Department or the Agency, as determined by the Department, is responsible for documenting the above information in a plan amendment or family assessment and service plan.

### 3. Trial Discharge

The Department or the Agency at the option of the Department and at a rate that is applicable with the provision of trial discharge/aftercare services, must provide trial discharge/aftercare services, as required in 18 NYCRR 430.12(f)(4)(i)(a), including casework contacts, to every child discharged to another planned living arrangement with a permanency resource and every child deemed to have been discharged to another planned living arrangement with a permanency resource for at least six (6) months after discharge. The child will remain in the custody of the Department during the entire period of trial discharge. Trial discharge may continue at the discretion of the Department up to the age of twenty-one (21) if the reassessment and service plan review indicates either the need for continued custody or a likelihood that the child may need to return to foster care. Face-to-face contacts during the trial discharge period must occur at the same frequency as required prior to the child being placed on a trial discharge status.

In the event the child becomes homeless during the period of trial discharge, the Department will assist the child to obtain safe and stable housing. Such housing must reasonably be expected to remain available to the child for at least the first twelve (12) months after the date of discharge. If appropriate housing is not available within thirty (30) days of the date the child becomes homeless, the Department must place the child in a suitable foster family boarding home, agency boarding home, group home or institution. These provisions regarding trial discharge do not apply where a court order terminates the Department's custody of the child or where the child reaches the age of twenty-one (21).

#### 4. Post-Discharge

The Department, or Agency at the option of the Department, must provide supervision until the child reaches twenty-one (21) years of age after the Department's custody has been terminated where the child has been discharged to another planned living arrangement with a permanency resource, deemed to have a goal of another planned living arrangement with a permanency resource, or had remained in foster care until the age of 18 or older. During the period of supervision, the Department will be responsible for providing or arranging for financial, housing, counseling, employment, education, medical and other appropriate supports and services as needed, and follow-up efforts. At the time custody of the child is terminated, the Department will advise the child in writing about how to obtain assistance, if needed, upon his or her discharge from foster care.

#### **F. DISCHARGE TO ADULT RESIDENTIAL CARE**

The goal of discharge to adult residential care may be set in accordance with the requirements of 18 NYCRR 430.10(c)(5) and 430.12 (g)(1)(i). The Department will review the decision to set that permanency goal in order to determine if there is compliance with the above regulatory standards.

The Agency must document compliance with the standards for setting the permanency goal. The Agency must plan for the discharge of the child as required in 18 NYCRR 430.12(g)(2) and, as applicable, 18 NYCRR 441.14 concerning additional requirements applicable to handicapped children in foster care who attain the age of 18.

#### **G. PREVENTIVE SERVICES**

The Department will make the initial decision to authorize mandated preventive services, as well as the decision to reauthorize the case as a mandated preventive services case, in compliance with the client programmatic eligibility standards presented in 18 NYCRR Section 430.9.

The Agency with designated case planning responsibility or the Agency of the associated case worker, as determined by the Department, must document initial and continuing client programmatic eligibility for mandated preventive services within each family assessment and service plan. The Department will review programmatic eligibility documentation in CONNECTIONS.

For those cases involving more than one service provider, the Department, through its case management responsibility, will assign a specific party as the case planner and the remaining providers as case workers.

#### **H. THE AGENCY AGREES TO PROVIDE THE FOLLOWING IN RELATION TO EACH CHILD COVERED BY THIS AGREEMENT:**

1. Care of the child in compliance with 18 NYCRR Parts 441 – 451, as applicable.
2. Intake

Utilizing the referral summary information provided by the Department, the Agency must determine whether the services it provides are appropriate to meet the needs of the child being referred. The Agency has (30) days (but no more than thirty (30) days) from the initial referral of the child to make this determination and notify the Department.

3. Clothing

Upon placement, clothing needs of a child must be inventoried by the Agency. Any clothing needs identified must be purchased by the Agency. The Department will authorize allowances to buy necessary clothing and special allowances to buy additional clothing consistent with 18 NYCRR 427.16. The Agency must furnish all replacement clothing as needed during the child's placement and consistent with 18 NYCRR 427.16(a)(4). The Agency must furnish at the time of discharge a basic season-appropriate outfit. Upon discharge, the child is to take with him or her all of his or her possessions and clothing.

4. Medical Services

The Agency is responsible for providing or obtaining necessary and appropriate medical services for any foster child in its care. The Agency must comply with the standards set forth in 18 NYCRR 441.22 regarding health and medical services for foster children.

The Agency must transmit to the Department documentation necessary to establish citizenship or qualified immigration status in order to authorize categorical Medical Assistance eligibility for a child in foster care. The Agency must record required information in CONNECTIONS upon implementation of Build 19, as determined by the New York State Office of Children and Family Services. Responsibility for authorization and reauthorization for Medical Assistance remains with the Department.

The Agency agrees to comply with the requirements set forth in 18 NYCRR 357.3(b) relating to the dissemination of the comprehensive health history of a foster child. The Agency must provide the comprehensive health history to the Department and/or appropriate authorized agency within seven (7) days of the request. The Agency must record required health and medical information in CONNECTIONS upon Build 19 implementation.

The parties agree that nothing in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) prevents the Agency from sharing protected health information on foster children cared for by the Agency with the Department, OCFS or documenting such information in CONNECTIONS.

5. Notification of Death, Injury or Illness

The Agency must immediately notify the Department whenever a child in its care has suffered an injury, accident or illness which requires emergency medical treatment at a hospital on either an inpatient or outpatient basis, and whenever a child in its care has died, and to provide an autopsy report, if such reports exists. The Agency must also comply with the reporting requirements set forth in 18 NYCRR 441.7(c) in regard to the New York State Office of Children and Family Services and the death or injury of foster children in its care.

The Agency must immediately notify the New York State Justice Center for the Protection of People with Special Needs, in a form and manner prescribed by the Justice Center, whenever a child placed in accordance with this Agreement dies while being cared for in an agency boarding home, supervised independent living program, group home, group residence or institution operated by the Agency.

The Agency, in accordance with 18NYCRR 441.22(p), must notify the New York State Office of Children and Family Services and the local health department if a foster child is discovered to have an elevated blood lead level. The Agency must also provide such notice to the Department.

With respect to a child placed outside of the State of New York in accordance with this Agreement, the Agency agrees to immediately notify the New York State Justice Center for the Protection of People with Special Needs, in a form and manner prescribed by the Justice Center, whenever a child in its care has suffered an injury, accident or illness which requires emergency medical treatment at a hospital on either an inpatient or outpatient basis, and whenever such a child has died, and to provide an autopsy report, if such report exists.

#### 6. Confidential HIV - Related Information

The Department and the Agency agree to comply with the requirements of 18 NYCRR 431.7(a) to formulate and implement a written management plan to protect health history information related to an individual who has been diagnosed as having Acquired Immune Deficiency Syndrome (AIDS) or a Human Immunodeficiency Virus (HIV)-related illness or a HIV infection or laboratory tests performed on an individual for HIV-related illness.

The Agency agrees to require that staff, to whom confidential HIV-related information is disclosed as a necessity for providing services and in accordance with 18 NYCRR 431.7 and section 2782 of the Public Health Law, are fully informed of the penalties and fines for redisclosure in violation of New York State law and regulation.

The Agency and the Department will require that any disclosure of confidential HIV-related information must be accompanied by a written statement which includes the following or substantially similar language:

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

result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”

#### 7. Absent Without Consent

The Agency must notify the Department as immediately as practical, but in no circumstance later than twenty-four (24) hours after the absence, when a child is absent without consent and must follow the requirements as set forth in 18 NYCRR 431.8. The Department or the Agency, as determined by the Department, must provide written notice to the Family Court that placed the child into foster care of the child's absence without consent within forty-eight (48) hours of the reported absence.

#### 8. Education Program

The Department will not reimburse the Agency for any educational costs for a child placed in a group home, agency boarding home, or foster boarding home. These children must be enrolled in the public school educational program, unless another educational option is detailed in the child's family assessment and service plan. The Agency must record required education information in CONNECTIONS upon Build 19 implementation. The Agency will comply with the standards set forth in 18 NYCRR 441.13 regarding education of foster children in its care.

#### 9. Summer Education Program

The Department will not reimburse the Agency for summer school tuition costs unless the Agency receives the Department's prior authorization for such costs and the need for the summer program is detailed in the child's family assessment and service plan.

#### 10. Education Tuition Reimbursement

Children placed in child care institutions must be educated in the least restrictive educational program, based on an evaluative process defined by the rules and regulations of the New York State Education Department, and tuition reimbursement for such a child will be at the rate calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable sections of the Education Law governing tuition reimbursement for such children.

#### 11. Removals

Removals from a foster family boarding home will be made in accordance with the requirements of section 400 of the Social Services Law and 18 NYCRR 443.5. The Agency must provide the required written notice to the foster parent(s).

#### 12. Child Abuse and Maltreatment

The Agency agrees to comply with the provisions governing the reporting of suspected cases of child abuse or maltreatment, as set forth in sections 413-416 and 418 and 490-492 of the Social Services Law, and the requirements for Statewide Central Register data base checks as set forth in section 424-a of the Social Services Law and for Justice Center for the Protection of People with Special Needs category one substantiated findings checks as set forth in section 495 of the Social Services Law.

The Agency agrees to promptly notify the Department of any report of suspected child abuse or maltreatment occurring in the program regarding any child placed by the Department with the Agency, to notify the Department of the actions taken the Agency in regard to the report and to confirm that, to the extent authorized by law, the parents of the child who is the alleged victim of such abuse or maltreatment will be notified by the appropriate investigative agency of such report.

With respect to a child placed outside of the State of New York in accordance with this Agreement, the Agency agrees to comply with the following requirements relating to the Justice Center for the Protection of People with Special Needs:

a. Reporting of Abuse and Neglect

In addition to complying with any applicable reporting requirements in the state in which the Agency or facility is located, the Agency agrees to immediately notify the New York State Justice Center for the Protection of People with Special Needs, the New York State Office of Children and Family Services and the Department of any allegation of abuse or neglect, as defined in section 488(1)(a)-(h) of the Social Services Law, involving a child placed in accordance with this Agreement as required by section 490(5) of the Social Services Law.

b. Procedure for Reporting

The Agency further agrees that all reportable incidents of abuse and neglect, as defined in section 488(1)(a)-(h) of the Social Services Law, and all reportable incidents of injury or illness or death indicated in paragraph 5 on page 29 of this Agreement shall be submitted to the New York State Justice Center for the Protection of People with Special Needs. For notifications and reporting to the Justice Center for the Protection of People with Special Needs related to deaths, injuries or accidents and all allegations of abuse and neglect, required submissions shall be to the Justice Center 24 hour toll free number:

(855) 373-2122 Suspected Abuse/Neglect Reporting Number

(855) 373-2123 TTY

(855)-373-2124 Reporting Death

c. Cooperation

The Agency further agrees to cooperate with any investigation conducted by the New York State Justice Center for the Protection of People with Special Needs. The Agency further agrees to cooperate with any investigation conducted by a state agency or other entity authorized or required to investigate complaints of abuse or neglect under the laws of the

state in which the facility is located and further agrees that the findings of such investigation shall be forwarded to the New York State Justice Center for the Protection of People with Special Needs and each placing entity or funding agency in New York State within 90 days of the complaint of abuse or neglect, or if the investigation is not completed within 90 days, then notification of the status, any interim findings and expected date of completion must be provided during that time period, and the final findings shall be submitted as soon thereafter as possible.

The Agency agrees to submit periodic reports of all allegations of abuse and neglect regarding children from New York State to the Justice Center for the Protection of People with Special Needs in the form and manner requested by the Justice Center.

d. Access

The Agency agrees to provide the New York State Justice Center for the Protection of People with Special Needs with access at any and all times to any residential school, facility or provider agency, and consistent with federal law, to any books, records, logs, progress notes and data pertaining to such residential school, facility or provider agency regarding any child placed in accordance with this Agreement and any other information deemed necessary for the carrying out the Justice Center's functions, powers and duties.

e. Failure to Comply

Failure by the Agency to comply with the requirements delineated above shall be grounds for the termination of this Agreement.

13. Certification and Approval of Foster and Adoptive Parents

The Agency agrees to comply with all certification and approval requirements for foster parents set forth in 18 NYCRR Part 443 and all approval requirements for adoptive parents set forth in 18 NYCRR Part 421. This includes, but is not limited to criminal history record reviews, State Central Register data base checks, Justice Center for the Protection of People with Special Needs category one substantiated findings checks as set forth in section 495 of the Social Services Law, and required medical exams for foster/adoptive parents and their family members. The Agency agrees that children will not be placed in any foster or adoptive home unless applicable requirements for certification, or approval, including emergency approval or certification, have been met.

14. Travel Expenses

If a transportation expense for home visits is not included in the board rate, the Department will authorize transportation in accordance with the visitation plan component of the child's family assessment and service plan.

If a transportation expense for home visits is included in the board rate, the Agency is responsible for transportation expenses if the destination is within fifty (50) miles of the facility. If the destination is more than fifty (50) miles from the facility, the Department is responsible for transportation costs, including the first fifty (50) miles.

#### 15. Transition plan

Where directed to do so by the Department, the Agency agrees to develop a transition plan for foster children who will remain in care on or after 18 years of age in accordance with the standards set forth in 18 NYCRR 430.12(j).

#### 16. Consumer report

Where directed to do so by the Department, the Agency agrees to provide or arrange for the provision of the consumer report of a foster child who has attained 16 years of age and annually thereafter in accordance with the standards set forth in 18 NYCRR 430.12(k) until such child is discharged from foster care.

#### 17. Criminal History Record Checks

The Agency agrees to complete criminal history records checks as required by section 378-a of the Social Services Law and applicable State regulations.

### **I. CLOSING A FAMILY SERVICES STAGE**

The Department has sole responsibility for closing the family services stage.

### **SECTION IV – FAIR HEARINGS**

Pursuant to 18 NYCRR Part 358, the Department will notify eligible applicants for, or recipients of, services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or the failure of the Department to act upon an application within the appropriate time frames. The Department also will inform applicants for or recipients of preventive, adoption services or kinship guardianship assistance how to make and submit a fair hearing request. The Department will provide the Agency with copies of the fair hearing decision it receives from the State of New York. The Agency, upon the request of the Department, must participate in fair hearings and any appeals thereof as witnesses when necessary for a determination of the issues.

### **SECTION V – REIMBURSEMENT**

The Agency agrees that payment by the Department is contingent upon the Agency submitting an appropriate claim form, which has been approved by the Department, to the person designated by the Department certifying the satisfactory completion of the Agency's performance and setting forth the payment to be made.

The Department agrees to pay to the Agency, on a monthly basis, within thirty (30) days of receipt of a billing statement, an amount equal to the applicable per diem rate(s) set forth in



Schedule B, multiplied by each day of care actually provided by the Agency for each public charge placed with it, in accordance with this Agreement; provided, however, payment is not to be made for a child when the child is absent from the Agency for reasons other than those set forth in 18 NYCRR 628.3 and as defined by the New York State Office of Children and Family Services in the Standards of Payment Manual, Chapter 10, Section F. Payment will not be made to the Agency for the day the child is discharged from foster care.

A per diem dollar amount for each of the program types such as foster boarding home, agency boarding home, group home and institution must be specified in Schedule A which is attached hereto and which is incorporated with this Agreement. When the negotiated per diem rate exceeds the State established Maximum State Aid Rate (hereinafter MSAR), the MSAR will be used for purposes of State and federal reimbursement. Such per diem dollar amount shall be subject to the standards set forth in section 398-a of the Social Services Law and 18 NYCRR Part 427.

The medical per diem rate(s) established by the New York State Department of Health constitutes the daily rate established to be paid to the Agency for health expenses and provision of health services to a foster child, with some specified exceptions. The medical per diem rate(s) must be set forth in Schedule B.

The applicable tuition rate for the appropriate educational services for children placed in child care institutions will be at the rate calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable sections of the Education Law governing tuition reimbursement for such children.

The anticipated total cost of the Agreement is an estimate and serves as the limit of obligation under this Agreement. Should it appear that the anticipated total cost may be exceeded, an amendment to the Agreement must be executed. The anticipated total cost serves only as an upper limit and in no way obligates the Department to purchase child foster care services, maintenance, medical and education costs up to this amount. The anticipated total cost can be based upon experience during the past Agreement year modified by the anticipated experience during the new Agreement period. This amount includes the estimated cost of maintenance, social services, medical and education costs to the Department.

The total cost of this Agreement may not exceed \$9,000,000.

#### **SECTION VI – GENERAL RESPONSIBILITIES FOR PARTIES**

The Agency has the responsibility in accordance with this Agreement and with applicable New York State Office of Children and Family Services' regulations for the day-to-day provision of foster care services for each child placed with the Agency. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the Department.

The Agency must maintain sufficient staff, facilities and equipment, in full compliance with all applicable regulations of the New York State Office of Children and Family Services in order to provide the services set forth in Schedule A of this Agreement.

The Agency agrees to provide the services described in Schedule A of this Agreement at the principal location listed in Schedule A of this Agreement and agrees to provide the Department with written notification of the location(s) of any additional support services that are provided outside of the aforementioned address(s) in conjunction with the applicable child service plan.

The Department agrees to notify the Agency of the identity of the person(s) assigned case management responsibility for each child receiving foster care services from the Agency.

The Department agrees to notify the Agency of the identity of the person(s) assigned as the child protective services monitor for the child protective services recipients receiving foster care services from the Agency.

The Department will determine, during the initial client eligibility process, the availability of any third party insurance resources upon placement of the child into foster care. Such process must be conducted pursuant to the Child Welfare Eligibility Manual issued by the New York State Office of Children and Family Services. When such resources are determined to be available, the Department agrees to properly code each case and provide the Agency with as much information as is available.

The Department each month will provide the Agency with a roster of the children in the Department's custody placed with the Agency. This roster will also provide information on third party health insurance through the placement of a code in the column named "Other Insurance." The Agency must pursue all third party health insurance available to children in its care. If the Agency contracts with a health care provider, it must require that the provider makes diligent efforts to determine if the foster children have third party coverage, and must attempt to utilize such coverage when applicable.

## **SECTION VII - BOOKS, RECORDS AND REPORTS**

All case specific information contained in the Agency's files must be held confidential by the Department and the Agency pursuant to the applicable provisions of the State law and any regulations promulgated there-under, including, but not limited to, sections 372 and 422 of the Social Services Law, section 2782 of the Public Health Law, and 18 NYCRR Parts 357, 423, 428, 431 and 466, as well as all applicable federal laws and regulations, including but not limited to, the Civil Rights Act of 1964. Such information must not be disclosed except as authorized by law and unauthorized disclosure may result in criminal and/or civil penalties (see section 422 (12) of the Social Services Law).

The records of individual recipients of services maintained by the Agency must be made available to the Department and New York State Office of Children and Family Services

upon request, in a form, the manner and time as required by the Department or the New York State Office of Children and Family Services.

The Department and the Agency agree to comply with statutory and regulatory standards relating to disclosure of foster care information to birth parents of foster children, foster parents, pre-adoptive and adoptive parents and to current and former foster children to the extent authorized by law, including but not limited to, sections 373-a and 409-e of the Social Services Law and 18 NYCRR 357.3 and 428.8.

The Department or the Agency may release foster care information to a person, agency, or organization for purposes of a bona fide research project. Identifying information may not be made available unless it is absolutely essential to the research purpose and prior written approval has been issued by the New York State Office of Children and Family Services. Anyone given access to such information may not re-disclose such information except as otherwise permitted by law.

The Agency agrees to maintain financial books, records, and necessary supporting documents as required by the New York State Office of Children and Family Services. The Agency must use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The Agency agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at the times prescribed by and on forms supplied by the New York State Office of Children and Family Services.

Such financial and statistical records are subject to inspection, review, excerpts, transcription or audit by authorized county, State and/or federal personnel.

The Agency and its subcontractor(s) agree to retain all books, records and other documents relevant to this Agreement for six (6) years after the Agency receives final payment for the services to which they relate, during which time authorized county, State and/or federal auditors will be provided with full access to and the right to examine the same. In addition, the Agency and its subcontractor(s), must make available, upon written request, this Agreement, and books, documents, papers and records of the Agency or subcontractor(s) that are necessary to certify the nature and extent of such costs involved, to the Secretary of the United States Department of Health and Human Services, or upon request, to the New York State Office of the State Comptroller, New York Attorney General's Office, or any of their duly authorized representatives.

### **SECTION VIII - ACCOUNTABILITY**

The Department will establish methods to evaluate the provision of foster care services by the Agency pursuant to this Agreement. All provisions of this Section are to be interpreted consistent with New York State law and applicable regulations. In implementing the foregoing, the Agency recognizes that the Commissioner of the Department, pursuant to

statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his or her jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Agency with regard to the foster care services provided to the children referred hereunder.

The Agency agrees that program and/or facility review pertaining to the delivery of foster care services under this Agreement may be conducted at any reasonable time by qualified personnel from those local, State and federal agencies with the required legal powers and statutory authority to conduct such activities. Such reviews may include, but not be limited to, meetings with recipients of services, review of the uniform case records including, but not limited to, all information in the CONNECTIONS case records, review of service policy and procedural issues, review of staffing and job descriptions, and meetings with staff directly or indirectly involved in the provision of foster care services.

The Department will conduct a contract review with the Agency at least twice a year to discuss the Agency's services purchased by the Department. This review will include, but not be limited to, such items as frequency of contact and planning with families and significant others of foster children, scope of service plans and of achieving the goals stated therein, compliance with the State and federal laws, and the extent to which special mental health, remedial, tutorial and vocational services were provided after the Agency and the Department determined these services were necessary. These semi-annual contract reviews will include determination of the Agency's compliance with this Agreement.

If the Agency violates this Agreement, the Department may, after due written notice, take such actions or invoke such sanctions under this Agreement and any applicable regulations issued by the New York State Office of Children and Family Services, as it deems necessary.

The Agency must not make any subcontract for the performance of this Agreement without the prior written approval of the Department. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement is void without the prior written approval of the Department. All authorized subcontractors are subject to federal and State requirements governing purchase of services contracts including, but not limited to, 18 NYCRR Part 405. The Agency is responsible for the performance of all subcontractor(s).

The Agency covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor will they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Agency's performance of this Agreement. The names and addresses of the members of the Board of Directors of the Agency is to be annexed to this Agreement.

#### **SECTION IX – COMPLIANCE WITH LAW**

The Agency represents and agrees to comply with all applicable federal laws, including, but not limited to, the requirements of the Civil Rights Act of 1964 as amended, the Age

Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, the Howard M. Metzenbaum Multiethnic Placement Act of 1994 (P.L. 103-382) as amended by the Small Business Job Protection Act of 1996 (P.L. 104-188), the Indian Child Welfare Act of 1978 (P.L. 95-608) and Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable federal regulations contained in 28 CFR Part 41; 45 CFR Parts 74, 84, 93; 1355 and 1356.

The Agency, its subcontractors, and the Department agree to execute and comply with Appendix A, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; Appendix B, Certification Regarding Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, from the Code of Federal Regulations; Appendix C, Certification Regarding a Drug-Free Workplace; Appendix D, Appendix E and Addendum attached hereto.

In addition, if the total cost of this agreement is in excess of \$100,000, the Agency must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

If the Agency expends \$500,000 or more in a year in federal funds from all sources, audits must be conducted as required by OMB Circular A-133.

#### **SECTION X – TERMINATION OF AGREEMENT**

The Agreement may be terminated by the mutual written agreement of the contracting parties.

The Agreement may be terminated by the Department, for cause, upon the failure to the Agency to comply with the terms and conditions of this Agreement, including the attachments hereto. The Department will give the Agency written notice specifying the Agency's failure.

In addition to the termination provisions set forth above, the Department has the right to terminate this Agreement, in whole or in part, if the Agency has failed, at any time, to comply with any applicable federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the Agency, required by federal, state or local government is revoked, not renewed, or otherwise not in full force or effect, or in the event that the Agency fails to secure a new such license, approval or certification during the term of this Agreement, if required.

Notice of termination will be given in writing specifying the reasons for termination and the effective date of termination. Such written notice will be delivered via registered or certified mail with return receipt requested or will be delivered by hand with receipt provided by the Agency. The Agency agrees not to incur any new obligations or to claim any expenses

incurred after the effective date of the termination. The effective date of termination is not to be less than thirty (30) days from the date of notice, unless substantial breach of contract is involved, in which case the effective date of termination may be immediate effective on delivery of the termination notice. In any event, the effective date of termination will not be later than the Agreement expiration date.

Upon termination or upon expiration of the term of this Agreement, the Department will arrange for the transfer to another Agency of all children covered by this Agreement then serviced by the Agency.

The Agency must comply with all Department close-out procedures, including but not limited to: accounting for and refunding to the Department within (6) months any overpayments which have been paid to the Agency pursuant to this Agreement; not incurring or paying any further obligation under this Agreement beyond the termination date; transmitting to the Department or its designee, on written request, copies of all books, records, papers, documents and materials pertaining to the financial details of any services provided under the terms of this Agreement; and transmitting to the Department or its designee, on written request, copies of all case-specific information and documentation concerning children in the care of the Agency. The Agency must comply with all close out procedures of the New York State Office of Children and Family Services regarding foster care facilities as set forth in 18 NYCRR 476.2, and regarding foster boarding home programs, including but not limited to, the requirement to provide ninety (90) day written advance notice of the proposed closure of an foster care facility or program. The Agency must also comply with the requirements set forth in 18 NYCRR 441.7(f) regarding the proper transfer of case records and the submission of a timely plan relating thereto to the New York State Office of Children and Family Services.

#### **SECTION XI – INDEMNIFICATION AND INSURANCE**

The Department and the Agency agree that the Agency is an independent contractor and is not an employee of the Department or the State of New York. The Agency agrees to defend and indemnify the Department, Oneida County and the State of New York for any loss the Department, or the State of New York may suffer if such losses result from the claims of any person or organization (excepting only the Department) injured by the negligent acts or omissions of the Agency, its officers and/or its employees or subcontractor(s). Furthermore, the Agency agrees to indemnify, defend, and save harmless the State of New York, Oneida County and the Department, and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, and any other persons, firm, or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Agency in the performance of this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or

use or disposition of any data furnished under this Agreement, or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement. The Agency agrees to meet the insurance requirements set forth in Appendix E attached hereto.

The Agency further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Agency's insurance company, agent or broker.

The completed and signed Insurance Certificate is subject to approval by the Oneida County Department of Law and upon approval will be attached to this Agreement and become a part hereof.

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

*DB*  
**SECTION XII.** Snell Farm Children's Center has entered into an agreement with the Dormitory Authority of the State of New York pursuant to Section 1680 (40) of the Public Authorities Law, to finance improvements of its residential facilities. Snell Farm Children's Center hereby agrees that it shall, immediately upon receipt, deposit, or cause to be deposited, all per-diem maintenance payments received pursuant to the Agreement on account of the provision of residential services, including capital financing add-on rate payments, directly to Key Bank NA, Account Number #329681029438, or such other successor bank or trust company as Snell Farm Children's Center may designate, for credit to the account established for the benefit of Snell Farm Children's Center at such bank or trust company.

IN WITNESS HEREOF:

The parties hereto have executed this agreement as of the day and year first above written.

Oneida County Department of Social Services

By: \_\_\_\_\_  
Lucille A. Soldato, Commissioner Date

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

Approved as to Form:

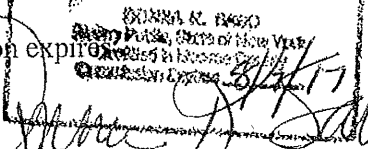
\_\_\_\_\_  
Oneida County Attorney Date

\_\_\_\_\_  
Snell Farm Children's Center  
(Name of Agency)

By: Darcy E. Bailor  
Executive Director Date  
Darcy E. Bailor  
STATE OF NEW YORK)

COUNTY OF Livingston  
On this 7 day of February 2017

personally came Darcy E. Bailor before me, to be known, who being  
duly sworn, did depose and say that (s)he resides in Allegany County; that  
(s); he is an (the) Executive Director of the corporation described herein  
and which executed the foregoing instrument; that (s)he knew the seal of said corporation; that  
the seal affixed to said instrument was such corporate seal; that it was affixed by order of the  
Board of Directors of said corporation; and that (s)he signed (her/his name thereto by like order.

My Commission expires 3/31/17  
  
Donna K. Bago



Appendix A

Rev.4/15/05

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

A. By signing and submitting this contract or contract amendment, contractor certifies that the contractor:

(1). Agrees that, a) By signing and submitting this proposal, the prospective primary applicant is providing the certification set out below. b) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction. c) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. d) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. e) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Office of Children and Family Services for assistance in obtaining a copy of those regulations. f) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. g) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. h) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs. i) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. j) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

(2). Certifies to the best of its knowledge and belief, that the applicant and its principals: a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 19A. 2. (1) b) of this certification; and d) Have not within a three-year period preceding this application/proposal had on or more public transactions (Federal, State, or local) terminated for cause or default. (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an

explanation to this proposal.

B. (1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions Instructions for Certification. a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below. b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs. h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(2) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Appendix B

Rev. 4/15/05

**Certification Regarding Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions**

By signing and submitting this contract or contract amendment, contractor certifies that the contractor:

Certifies that Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. The requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.) (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## Appendix C

Rev.4/15/05

### Certification Regarding a Drug-Free Workplace

(A). 1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below. 2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. 3. For grantees other than individuals, Alternate I applies. For grantees who are individuals, Alternate II applies. 4. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements. 5. Workplace identifications must include the actual address of buildings (or parts of buildings) or sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). 6. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five). 7. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

(B). Alternate I (Grantees Other Than Individuals). 1. The grantee certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing an ongoing drug-free awareness program to inform employees about: (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above; (d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will-(1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction; (e) Notify the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant; (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith

effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f). For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Division of Grants Policy and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C., 20201.

(C). Alternate II (Grantees Who Are Individuals). 1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

Schedule A. PROGRAM NARRATIVE

*(Instructions to Agency) The following narrative should be completed by the Agency, in order to present an accurate description of the agency's programs. This narrative will be used to substantiate claims for federal reimbursement.*

**A. Program Narrative**

Agency's Name and Address

Foster Care Programs Provided by Agency

(Institution, group residence, group homes, agency boarding homes, foster family boarding homes, educational services, etc. Include details on all programs, including goals and objectives.)

List of locations of all agency facilities to be used in providing services.

Persons served (ages, sex, geographic limitation, if any; number to be served by program, etc.).

Services of agency programs: include description of all those services which are provided, including those defined in the CSP, as well as any other services, such as day services, educational services, medical care and adoption services. Indicate types and numbers of staff providing services.

Self-evaluation procedures – description of agency procedures for evaluating program effectiveness.

Admission Policies and Procedures – description of referral process, agency requirements for reports, pre-placement visits, etc.

**Schedule B. REIMBURSEMENT RATES**

The following schedule of foster care payments presents maintenance, medical, and education rates which will be paid under this contract.

Program Name <i>(List each program name and type, e.g., Children's House – HTP Institution)</i>	Maintenance Per Diem	Effective Date <i>(Maintenance Per Diem)</i>	Medical Per Diem	Effective Date <i>(Medical Per Diem)</i>
SEE ATTACHED RATE SHEET				

Education Rate (tuition)

*(Include applicable tuition rates either calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable statutes of Education Law governing tuition reimbursement for children placed in child care institutions. Also, attach a school calendar.)*

Special act school district \_\_\_\_\_  
 On-campus school \_\_\_\_\_  
 Other school program \_\_\_\_\_

The total cost of this contract may not exceed \$9,000,000.

## Schedule B. REIMBURSEMENT RATES

### SNELL FARM CHILDREN'S CENTER

Contract Reimbursement Rates,\* DSS Contracts

<b>Maintenance Per Diem Rates*:</b>	<b>7/1/16 – 3/31/17</b>
Hard to Place Institution	\$359.48
Independent Living	3.42
CSE Maintenance	413.66

<b>Medical Per Diem Rates**:</b>	
Institution Hard to Place	\$ 54.18

#### Education Rates: 2015-2016 School Age Interim Tuition Rates

*To be provided by and billed by Hillside Children's Center and reimbursed directly to Hillside Children's Center*

2 month	07/01/15 – 08/31/15	\$ 5,844.00
10 month	09/01/15 – 06/30/16	\$35,062.00

Trial and Post-Discharge Services Rates: Fees negotiable

Transportation billed per MSAR and contract requirements:

#### **Snell Farm Children's Center's Mileage Reimbursement**

Regarding Residential children, Snell Farm Children's Center will get reimbursed for mileage over 50 miles, including the first 50 that Snell Farm workers do to transport the children for home visits. Snell Farm reimburses at the Internal Revenue Service published rate level and will bill at this rate level.

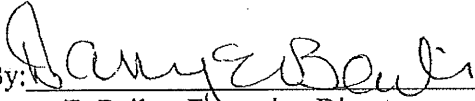
\* Rates will be retroactively adjusted to the Maximum State Allowable Rate reflecting any changes issued by New York State.

**\*\*County will disenroll any Medicaid Managed Care participants, effective on the day of admission into any Foster Care Program, and Medicaid identification information will be provided to Snell Farm.**



**In witness whereof**, the parties hereto affix their signatures acknowledging the rates herein shall be effective until changed by a subsequent agreement of the parties.

SNELL FARM CHILDREN'S CENTER

By:   
Darcy E. Bailor, Executive Director

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

By: \_\_\_\_\_  
Lucille A. Soldato, Commissioner

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

The total cost of this contract may not exceed \$9,000,000.

**SNELL Campus School**  
**2016-2017 School Calendar**  
 7320 Snell Hill Road  
 Bath, NY 14810

Telephone: 607-776-5115

Fax: 607-776-5189

18

September 2016						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

20

October 2016						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

18

November 2016						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

17

December 2016						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

20

January 2017						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

15

February 2017						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

23

March 2017						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

14

April 2017						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

22

May 2017						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

16

June 2017						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

14

July 2017						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

22

August 2017						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

School Closed/  
Holidays

Superintendents Conference Day STAFF ONLY/  
No Students

Teacher In-service Day STAFF ONLY /  
No Students

Early Dismissal  
(students)

First and Last Day of School

End of five weeks (Interim reports) and marking  
periods

State Testing

**Schedule C: DEPARTMENT OPTIONS**

*[The Department is to indicate which entity will be responsible for each task]*

Contract Task / Responsibility	Department	Agency with Case Planning Responsibility	Agency of Associated Case Worker
Family Services Intake	X		
Completion of family services intake (FSI)	X		
# of days for Agency submission of FSI: (insert #)	5		
# of days for Dept. acceptance of FSI: (insert #)	5		
Completion of CPS safety and risk assessment – Initial FASP	X		
Completion of CPS safety and risk assessment - Comprehensive/Reassessment FASPs		X	
Required completion of plan amendment for a change to visiting plan (Department option)		X	
Convene and hold service plan review conference			
Arrange and hold case consultation		X	X
Identification of third party reviewer for SPR		X	
Prepare permanency hearing report		X	
Number of days for Agency to accept/reject initial referral of child: (insert #)		3 days	
Set initial child program choice(s) and a permanency planning goal	X		
Foster Care Activities		X	
Continuing exploration and development of permanency alternatives for child over 14		X	
Arrangement for/provision of life skill services for child over 14		X	
Require child participation in design of activities to prepare for transition to self-sufficiency.		X	
Issue monthly stipend payments to child, 16 years or older, with PPG of discharge to another planned living arrangement with a permanency resource.	X		
Assistance to establish contact with service providers and community resources	X	X	
Provision of written 90 day notice of discharge Services and supervision during trial discharge	X	X	
Post discharge supervision	X		
Transition plans	X	X	X
Consumer reports	X	X	
Legal Activities	X		
File petition for permanency hearing	X		
Complete permanency hearing report		X	
File permanency hearing report	X		
1089 Orders: Follow through on the necessary legal aspects of legally freeing a child for adoption.	X		
Adoption Activities	X	X	
Identification of appropriate adoptive home	X	X	
Recording of information (FASP, and movement, legal, adoption activities) in CCRS until implementation of CONNECTIONS Build 19	X		

## APPENDIX D

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

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
  - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
  - (b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
  - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
  - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
    - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
    - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
  - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
  - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.
  - (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person

for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and

- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
- (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- \* (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.
- \* (e) If the contractor does not comply with the equal opportunity

provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

\*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

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

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

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

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the

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

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

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

## APPENDIX E

### STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

#### Personnel

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

#### Notices

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

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

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.



## Office Services

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

## GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.
- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.

- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
  - Opinions prepared by consultant law firms construing the statues of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
  - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that 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](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, 4<sup>th</sup> Floor

800 Park Ave  
Utica, New York, 13501

#### PUBLICATIONS AND COPYRIGHTS

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

#### PATENTS AND INVENTIONS

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

#### TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State



Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during 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 AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

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

#### CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

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

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity

selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

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

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

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

#### FISCAL SANCTION

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

- The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A 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.

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 waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

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

Snell Farm Children's Center

NAME OF CONTRACTED AGENCY

Darcy E. Bailor, Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Darcy E. Bailor  
SIGNATURE

2/7/17  
DATE

**Oneida County Department of Social Services  
Contractor and Contract Staff**

**Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of Snell Farm 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.

Darcy E. Bailor

Print Name:

Signature:

Darcy E. Bailor

Executive Director

Title:

Date:

2/7/17

Witness:

Created 4-24-12

Norma K. Felt

## ADDENDUM

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

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

7230 Snell Hill Road

Bath, NY 14810

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

Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter,

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

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

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

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

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

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

**13. Governing Law.**

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

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

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

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

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

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

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

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

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

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

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

County of Oneida

Contractor Snell Farm Children's  
Center

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

By: Darcy Bailor

Oneida County Executive

Name: Darcy Bailor  
Executive Director

Approved as to Form only

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



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

**Lucille A. Soldato**  
Commissioner



**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**  
County Office Building 800 Park Avenue Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

February 9, 2017

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

FN 20

17-114  
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.

Enclosed is a Purchase of Services Agreement with Hillside Children's Center for Institutional Foster care and Adoption Placement.

The Institution provides specialized Institutional Foster Care for those children who are unable to remain at home with their biological parents due to behavioral issues at home or in the community, voluntary transfers of custody to Oneida County Department of Social Services and children who have been determined by Family Court to be delinquent or persons in need of supervision.

New York State Office of Children and Family Services assign the rates for the facilities. The term of these Agreements is July 1, 2015 – June 30, 2018. The maximum cost of this agreement will not exceed \$ 9,000,000. However, based on historical costs to this Contractor the Department's annual anticipated cost should be approximately \$669,279.50 with a local cost of 30% or \$ 200,783.85. This amount is based on 3 youth placements at this facility.

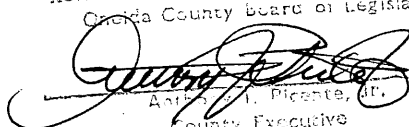
I am respectfully requesting that this matter be forwarded to the Board of Legislators for action. Thank you for your consideration.

Sincerely,

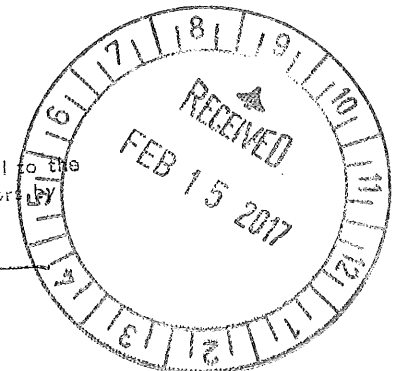
  
Lucille A. Soldato  
Commissioner

LAS/vlc  
Attachment

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

  
Anthony J. Picente, Jr.  
County Executive

Date: 2/15/17



91901

Oneida Co. Department Social Services

Competing Proposal \_\_\_\_\_

Only Respondent \_\_\_\_\_

Sole Source RFP \_\_\_\_\_

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

**Name of Proposing Organization:**

Hillside Children's Center  
1183 Monroe Avenue  
Rochester, New York 14620

**Title of Activity or Services:** Institutional Foster Care for Children

**Proposed Dates of Operations:** July 1, 2015 through June 30, 2018

**Client Population/Number to be Served:** Children in need of Institutional Foster Care up to age 18 or in some cases 21.

**SUMMARY STATEMENTS**

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

To provide institutional foster care for those children under the age 18 or in some cases 21 who have been adjudicated as a Person In Need of Supervision (PINS) or Juvenile Delinquent (JD) and those whose parents or legal guardians have voluntarily transferred custody to Oneida County Department of Social Services or those children whose custody has been involuntary committed by the court to an authorized agency or a foster parent in accordance with section 384-b of the Social Services Law or article 6 of the Family Court Act.

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

Placement services including Family Foster Care and/or Institutional levels of care for children who are unable to remain at home with their biological parents due to behavior issues in the home or community, voluntary transfer of custody to Oneida County Department of Social Services or those children who have been determined by Family Court to be JD or PINS.

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

**Total Funding Requested:**

Rates are determined by New York State Office of Children and Family Services.

The Daily rates approved for each Institution can be found in the attached summary.

**Oneida County Dept. Funding Recommendation: \$ 9,000,000 Account #:A6119.495**  
**The contract will not exceed this amount for the duration of the agreement.**

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

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

Federal	36.5 % =	\$ 3,285,000.00
State	33.5 % =	\$ 3,015,000.00
County	30.0 % =	\$ 2,700,000.00

**Cost Per Client Served: The Department has contracted with this vendor since 2000. Based on historical costs paid to this provider the anticipated annual cost for this agreement is about \$669,279.50. This amount is based on the placement of 3 youth at this facility.**

**Past performance Served:**

**O.C. Department Staff Comments:** The Department is satisfied with the performance of all institutions and the Department contracts with a number of Institutions to ensure the availability of services when needed.

**AGREEMENT  
FOR PURCHASE OF FOSTER CARE FOR CHILDREN**

This AGREEMENT made this 1st day of July, 2015, by and between the County of Oneida, through the Oneida County Department of Social Services, hereinafter called the Department, located at 800 Park Avenue, Utica, New York 13501, and Hillside Children's Center hereinafter the Agency or Contractor, located at 1183 Monroe Avenue, Rochester, New York 14620, a foster care agency otherwise authorized by the New York State Office of Children and Family Services to provide foster care services.

WHEREAS, the Commissioner of Social Services of the County of Oneida, hereinafter Commissioner, is charged with the responsibility for the administration of all child welfare services in the County of Oneida pursuant to Section 395 et seq. of Social Services Law; and

WHEREAS, the Agency, under the terms of its corporate authority has the power to provide the services required to be performed pursuant to this Agreement, and

WHEREAS, the Department believes that the amount of funds to be paid to the Agency is reasonable and necessary to provide quality services;

NOW THEREFORE, in consideration of the mutual promises herein contained the Department and the Agency mutually agree as follows:

**SECTION I- DEFINITIONS**

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

1. **ADULT PERMANENCY RESOURCE** means a caring committed adult who has been determined by the Department to be an appropriate and acceptable resource for a child and is committed to providing emotional support, advice and guidance to the child and to assisting the child as the child makes the transition from foster care to responsible adulthood.
2. **AGENCY BOARDING HOME**, as defined in 18 NYCRR 441.2(i) and as described in 18 NYCRR Part 447, means a family-type home for the care and maintenance of not more than six (6) children operated by an authorized agency, in quarters or premises owned, leased or otherwise under the control of such agency, except that such a home may provide care for more than six (6) brothers and sisters of the same family.
3. **AGENCY WITH DESIGNATED CASE PLANNING RESPONSIBILITY** is the Department or voluntary authorized agency of the assigned Case Planner.
4. **ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE** means a permanency planning goal to assist foster care youth in their transition to self- sufficiency by connecting the youth to an adult permanency resource,

equipping the youth with life skills and, upon discharge, connecting the youth with any needed community and/or specialized services.

5. **ASSIGNED ROLE** means the role in the family services stage designated for each caseworker in the stage. The assigned role determines worker responsibilities and contract obligations of the worker's Department or Agency. Assigned roles are always initially designated by the Department and include: case manager, case planner, caseworker, and child protective services monitor. After a role is assigned to an Agency worker, it may be reassigned to another worker within that Agency.
6. **ASSOCIATED CASE WORKER** is a case worker, other than the case planner for the family, who is responsible for assessment, service provision, and planning for one or more specific child(ren) placed in the worker's Agency.
7. **AUTHORIZED AGENCY**, as defined in section 371(10)(a) and (b) of the Social Services Law, includes either a social services district, an Indian tribe that has entered into an agreement with the New York State Office of Children and Family Services to provide foster care, or a corporation organized under the laws of New York State and approved by the New York State Office of Children and Family Services to provide foster care.
8. **CASE CONSULTATION** means the steps taken to assist in the development of the permanency hearing report and preparation for the permanency hearing in accordance with the standards set forth in 18 NYCRR 428.9(b) and (c).
9. **CASE INITIATION DATE (CID)** means the earliest of:
  - a. the initial date of application for foster care services, mandated or non-mandated preventive services for children;
  - b. the date that a report to the Statewide Central Register of Child Abuse and Maltreatment is determined to be indicated;
  - c. the date of placement of a child in foster care pursuant to Article 3 or 7 of the Family Court Act or the date of removal of a child from his or her home which led to placement in foster care either pursuant to Article 10, 10-B or 10-C of the Family Court Act or section 383-c, 384 or 384-a of the Social Services Law or placement in the direct legal custody of a relative or other suitable person by the court pursuant to Article 10 of the Family Court Act; or
  - d. the date of a court-ordered preventive services or commitment of care, custody and/or guardianship of a child to the Department for placement with a voluntary authorized agency or foster parent.
10. **CASE MANAGEMENT** means those activities referenced in 18 NYCRR 428.2(b) related to overseeing all aspects of a case, including but not limited to: the making of timely and accurate eligibility determinations and service authorizations; following procedural safeguards regarding protection of the rights of the parents and child;

providing care, maintenance and services appropriate to the child's needs; accepting voluntary placement agreements under appropriate circumstances; timely initiating all appropriate judicial proceedings; approving each family assessment and service plan; and timely and accurate entry of all data required to be entered in the Welfare Management System (WMS), the Child Care Review Service (CCRS), CONNECTIONS and any other Statewide automated child welfare information system designed by the New York State Office of Children and Family Services. Case management is always the responsibility of the Department.

11. **CASE MANAGER** is an employee of the Department with responsibility to authorize the provisions of services; to approve client eligibility determinations according to 18 NYCRR 423.3(b), 430.9, 430.10 and 432.2; and to approve in writing or by electronic equivalent the family assessments and service plans, as defined in 18 NYCRR Part 428. The case manager is responsible for role assignment in the family services stage.
12. **CASE PLANNING** means those activities referenced in 18 NYCRR 428.2(c) necessary for provision, arrangement, coordination and evaluation of the services specified in the child and family's service plan. In addition, case planning includes referring the child and his or her family to providers of services as needed, and delineating the roles of the various service providers. Case planning responsibility also includes documenting client progress and adherence to the service plan by recording in the Uniform Case Record that such services are provided, as required by 18 NYCRR Part 428 and 18 NYCRR 430.9 through 430.12, and making casework contacts or arranging for casework contacts as required under 18 NYCRR 423.2(b)(3), 423.4(c)(1)(ii)(d)(2), 432.2 and 441.21.
13. **CASE PLANNER** is the caseworker with the primary responsibility for providing, or coordinating and evaluating, the provision of services to the family. The case planner delineates the roles of the various service providers and requires collaboration among all the case workers assigned to the family services stage so that a single family assessment and service plan is developed. The case planner is responsible for the family assessment and service plan and its submission to the case manager for approval. There is a single case planner, who may be an employee either of the Department or the Agency, assigned per family services stage. The case manager may be assigned as the case planner and perform the dual roles of case manager and case planner, except for approval of the family assessment and service plan which becomes the responsibility of the case manager's supervisor in this instance.
14. **CASE WORKER** is any additional Department or Agency staff other than case manager or case planner directly involved in a child welfare case who provides services to any family member, or assesses, evaluates, makes casework contacts, and/or arranges or coordinates one or more aspects of service delivery. The case worker contributes to the development of the family assessment and service plan as directed by the case planner. There may be multiple case workers assigned to a family services stage.

15. **CHILD PROTECTIVE SERVICES MONITOR** is an employee of the Department's child protective service who is monitoring services being provided by someone other than a child protective service employee to the children and family named in an indicated report of child abuse or maltreatment.
16. **DEEMED TO HAVE A GOAL OF DISCHARGE TO ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE** means any child sixteen (16) years of age or older who has resided in foster care for at least twelve (12) months within the past thirty-six (36) months and who has a goal of discharge to parents or relatives or adoption. The category "deemed to have a goal of discharge to another planned living arrangement with a permanency resource" requires the same services as if the child has a goal of discharge to another planned living arrangement with a permanency resource.
17. **DISCHARGE SERVICES** means supervision services and may include the provision of, referral to, or coordination with other appropriate services, when the child has been returned to the home of his or her parents, other relatives, primary resource person or an adult permanency resource, as described in 18 NYCRR 430.12.
18. **FAMILY ASSESSMENT AND SERVICE PLAN** means the assessment and analysis of the family members' strengths, needs and problems; and the plan for services, as required by 18 NYCRR Part 428.
19. **FAMILY SERVICES INTAKE** means the CONNECTIONS stage for documentation of family information and events prompting the opening of a family services stage. A family services intake must be completed before a family services stage can be opened.
20. **FAMILY SERVICES STAGE** means the CONNECTIONS stage for documentation of cases open for child welfare services. There can be only one (1) open family services stage for a family per social services district. The family services stage is linked to a family case that is comprised of all past and current stages for the family.
21. **FUNDING ELIGIBILITY** means the initial determination of a family's eligibility for foster care services and required periodic re-determinations consistent with provisions of federal and State statutes and regulations, including but not limited to Title IV-E of the Social Security Act.
22. **FOSTER CARE OF CHILDREN** means all activities and functions provided relative to the care of a child away from his or her home twenty-four (24) hours per day in a foster family free home or a duly certified or approved foster family boarding home, or a duly licensed or certified group home, agency boarding home, child care institution, health care facility or any combination thereof. Foster care of children also means activities and functions relative to the care of a child away from his or her home twenty-four (24) hours per day in a home or facility operated or licensed by the New York State

Office of Mental Health, New York State Office for People With Developmental Disabilities, , or the New York State Office of Alcohol and Substance Abuse Services in accordance with the provisions of section 398(6)(g)(2) of the Social Services Law and the memorandum of understanding between the New York State Office of Children and Family Services and such Office in accordance with Title IV-E of the Social Security Act.

- 23. FOSTER CHILD** means a child who meets the criteria of 18 NYCRR 441.2(a). A foster child also includes a child placed in the care and custody of the Department as a destitute child in accordance with Article 10-C of the Family Court Act.
- 24. FOSTER FAMILY BOARDING HOME**, as defined in 18 NYCRR Part 443, means a residence owned, leased, or otherwise under the control of a single person or family who has been certified or approved by an authorized agency or by the New York State Department of Mental Hygiene or the New York State Office of Children and Family Services to care for children, and such person or family receives payment from the Agency for the care of such children.
- 25. FOSTER PARENT** means a person, other than the child's parent, stepparent, or legal guardian, but including a relative within the third degree to the child's parent or stepparent, who is certified or approved to board children who are in the care, custody or guardianship of an authorized agency or the New York State Office of Children and Family Services, and who are placed for temporary or long term care.
- 26. GROUP HOME**, as defined in 18 NYCRR 441.2(h) and as described in 18 NYCRR Part 448, means a family-type home for the care and maintenance of not less than seven (7), nor more than twelve (12) children who are at least five (5) years of age, operated by an authorized agency, in quarters or premises owned, leased or otherwise under the control of such agency, except that the minimum age limitation is not applicable to siblings placed in the same facility nor to children whose mother is placed in the same facility.
- 27. INSTITUTION**, as defined in 18 NYCRR 441.2(f) and as addressed in 18 NYCRR Part 442, means any facility operated by an authorized agency for the care and maintenance of thirteen (13) or more children.
- 28. LIFE SKILLS SERVICES** means services designated to assist foster children and former foster children to prepare for employment and post-secondary education, and to make the transition to responsible adulthood. Life skills services include, but are not limited to, structured programs of vocational training, life skills instruction, post discharge services and supervision until twenty-one (21) years of age.
- 29. PERMANENCY HEARING REPORT** means a sworn report as defined in section 1087 of the Family Court Act prepared in accordance with section 1089 of the Family Court Act in the form and manner as required by the New York State Office of Children



and Family Services. The permanency hearing report must be filed with the court and submitted to the parties and other persons set forth in section 1089 of the Family Court Act no later than 14 days prior to each permanency hearing that includes, but not limited to, information regarding the health and well-being of the child, the reasonable efforts that have been made since the last permanency hearing to finalize the child's permanency plan and the recommended permanency plan for the child.

30. **PUBLIC CHARGE** means a child whose income and resources, including available parental support, are insufficient to meet the total cost of foster care, including the cost of clothing and providing for the child's special needs.
31. **REFERRAL** means a request made by the Department that the Agency provide a service for a public charge.
32. **PRIMARY RESOURCE PERSON** means any individual related or unrelated to a child who is determined by the Department and the Agency to be an actual or potential source of support, care or assistance for the child.
33. **SERVICE PLAN REVIEW** means a case conference, including at least the case planner or the child's caseworker and a third party reviewer. Efforts must be made to involve the child's parent(s), unless their rights to the child have been terminated, the child's guardian(s), the child ten (10) years of age or older, unless there is a documented reason related to the current necessity of placement why the child should not be involved, the child's current foster parent, caretaker relative or pre-adoptive parent and other participants to review and develop a service plan for the case in accordance with the standards set forth in 18 NYCRR 428.9 and 430.12(c)(2). A service plan review conference is required in order to complete the comprehensive assessment and service plan and family reassessment and service plan when a child is in foster care, except that a permanency hearing satisfies the requirements for a service plan review if such permanency hearing is held and completed within six (6) months of the previous service plan review.
34. **SUPERVISED INDEPENDENT LIVING PROGRAM** means one or more of a type of agency boarding home operated or certified by an authorized agency in accordance with 18 NYCRR Part 449 to provide a transitional experience for older foster children who, based on their circumstances, are appropriate for transition to the level of care and supervision provided in the program.
35. **SUPERVISION SERVICES** means referral to or coordination with other appropriate available services for a child, until the child becomes twenty-one (21) years of age, when the child has been discharged to another planned living arrangement with a permanency resource as described in 18 NYCRR 430.12.

36. **THIRD PARTY REVIEWER** means an administrator or other person not responsible for the case management or delivery of services to a case or in the direct line of supervision for that case. The third party reviewer is a required participant in service plan reviews.

37. **UNIFORM CASE RECORD** means all documentation, both electronic and external, as required by 18 NYCRR Parts 428 and 466.

## **SECTION II - TERM OF AGREEMENT AND RENEWAL**

1. The term of this Agreement is from July 1, 2015 through June 30, 2018. If the Agreement is for a period in excess of twelve (12) months, the Department must review the Agreement on at least an annual basis for verification of conformance by the Agency and is continued for subsequent periods only if the Department determines that the Agreement continues to be in the best interest of the Department.
2. The parties hereto are under no obligation to renew this Agreement or to purchase or provide any care after the expiration of the term set forth herein or any renewal thereof, except as herein provided. Contractor should give notice in writing of its intention not to renew the Agreement at least six (6) months prior to the expiration of this Agreement.

## **SECTION III - SCOPE OF SERVICES**

1. It is mutually agreed between the Department and the Agency that the Agency will provide foster care services and provide or obtain appropriate medical services in accordance with the standards prescribed by the New York State Office of Children and Family Services and as prescribed by federal and New York State laws and regulations, including, but not limited to Article 6 of the Social Services Law; 18 NYCRR Parts 427, 428, 430, 431 and 441-451; and the Program Narrative, which is attached hereto and incorporated herein as Schedule A.

2. The Agency warrants that it and its staff have all the necessary licenses, approvals and certifications currently required by the laws of any applicable municipality or local, state or federal government. The Agency further agrees to keep such required licenses, approvals and certificates in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames. The Agency shall promptly notify the Department of any enforcement action taken with respect to such license, approval or certificate and any action the Agency is taking with respect thereto. The Department agrees to thereafter notify the New York State Office of Children and Family Services of such enforcement action and Agency remediation.

3. The Department is responsible for the determination of eligibility of children for foster care through all applicable funding streams pursuant to the regulations, policies and procedures of the New York State Office of Children and Family Services and applicable federal requirements. The Department is also responsible for the determination of eligibility

for federal adoption assistance, State adoption subsidy or kinship guardianship assistance in accordance with applicable federal and State standards.

4. The Department is responsible for the initial and continued authorization of Medical Assistance eligibility and verification of citizenship or qualified immigration status of children in foster care pursuant to the regulations, policies and procedures of the New York State Office of Children and Family Services, and the New York State Department of Health and applicable federal requirements. The Department is responsible for the review of the status of Medical Assistance eligibility and authorization of continuous coverage for Medical Assistance for children in foster care at the time of discharge from foster care.

5. The Agency agrees to provide foster care for children in accordance with the Program Narrative and rates of payment appended to this Agreement as Schedules A and B. These rates are to be negotiated in accordance with the regulations of the New York State Office of Children and Family Services.

6. The Agency and the Department must cooperate in collecting and entering data into the child welfare information systems (WMS, CCRS and/or CONNECTIONS) and any other statewide automated child welfare information system designated by the New York State Office of Children and Family Services in the form and manner required by the New York State Office of Children and Family Services. The Agency will provide such information to said data system as is required by the Department. The Agency, at the option of the Department, agrees to record information in WMS and CCRS, as required, until CONNECTIONS is implemented by the Department.

7. To the extent that CONNECTIONS is implemented in the local district, as determined by the New York State Office of Children and Family Services, CONNECTIONS will be the system of record and the Agency must enter and maintain required child welfare information, including but not limited to, person and family information, periodic family assessment and service plans, plan amendments, and Progress Notes in CONNECTIONS. The Agency must review all current information about its cases that is recorded by other workers in the family services stage. As additional components of CONNECTIONS are implemented in the district, as determined by the New York State Office of Children and Family Services, during the duration of this Agreement, CONNECTIONS will be the system of record in regard to such components and the Agency must enter and maintain required child welfare information in CONNECTIONS.

Once CONNECTIONS is implemented in the local district, the Agency may not use its own internal system in lieu of CONNECTIONS. The Agency agrees to comply with applicable statutory and regulatory standards for recording child welfare information including, but not limited to, 18 NYCRR Parts 428 and 466.

8. The Agency must keep all CONNECTIONS equipment secure from theft and unauthorized use.

9. The Agency will not discriminate against employees, applicants for employment, or applicants for or recipients of services because of race, creed, color, national origin, gender, age, disability, marital status or sexual orientation.

10. The Department and Agency agree to provide the following in relation to each child covered by this Agreement. Department options are identified in Schedule C, which is attached hereto and incorporated into this Agreement.

## **A. STANDARDS RELATED TO PLACEMENT**

### **1. Intake for Family Services**

The Department, or the Agency at the option of the Department, will complete the family services intake, including but not limited to:

- a. completion of the Application for Services (DSS-2921);
- b. entry of demographic information into CONNECTIONS to create the Uniform Case Record Face Sheet;
- c. completion of all required CONNECTIONS Intake components; and
- d. performance of a person and case search to relate known persons and cases, unless the Department specifically retains this responsibility.

In the event the Agency completes the family services intake, it must submit it to the Department for acceptance within (5) [but no more than five (5)] days of taking the intake or the day upon which the child entered the Agency, whichever is earlier.

In the event that a child in the custody of the Department is placed by the court directly into the care of the Agency, or in the event a child in the custody of the New York State Office of Children and Family Services is placed directly into the care of the Agency, the Agency must complete the family services intake as described above and submit it to the Department for acceptance within (5) [but no more than five (5)] days of the day upon which the child entered that agency.

### **2. Opening of a Family Services Stage and Designation of Case Planner**

Only the Department can open a family services stage. When the Department completes or accepts a family services intake, the Department will stage progress the family services intake to a family services stage and assign a worker role to the Agency that identifies Agency responsibilities in the family services stage.

The Department will open the family services stage and assign an Agency worker as either case planner for the family or case worker for the child at the time of the child's admission to the Agency or within (5) (but no more than five (5)) days of submission of the family

services intake.

The Department will enter in CONNECTIONS the names and roles of any other case workers and service providers assigned to the case.

The provisions of this paragraph also apply to a child placed solely in the legal custody of the Commissioner of the New York State Office of Children and Family Services who is placed directly in the care of the Agency. For foster children placed solely in the legal custody of the Commissioner of the New York State Office of Children and Family Services and cared for by the Agency, the Department shall assign a role of case planner or case worker, as appropriate, in the Family Services stage to the Agency, and a role of case worker to the New York State Office of Children and Family Services within five (5) days of the family services intake. For those children in the legal custody of the Commissioner of the Department who are subsequently also placed into the legal custody of the Commissioner of the New York State Office of Children and Family Services and placed by the court in the care of the Agency, the Department shall determine and assign the case planner and the role of case worker to any other Agency staff and staff of the New York State Office of Children and Family Services, as appropriate, within five (5) days of intake. Such children shall be identified to be in the "joint custody" of the Commissioner of the Department and the Commissioner of the New York State Office of Children and Family Services.

### 3. Case Initiation Date (Day 1)

CONNECTIONS will calculate the Case Initiation Date (CID), in accordance with 18 NYCRR Part 428. The CID will be designated and displayed in CONNECTIONS as soon as a child protective services report is indicated, or upon worker entry of the date of application for services, date of removal/placement (depending on the category of foster care placement), or date of court-ordered services. The system will use the earliest of these dates as the CID.

### 4. Designation of Program Choice and Permanency Planning Goal

The Department or the Agency with designated case planning responsibility, at the option of the Department, must initially set child program choice(s) and a permanency planning goal. Where the Agency with designated case planning responsibility must initially set child program choice(s) and a permanency planning goal, the Agency with designated case planning and the Agency of the associated case worker must review and update program choice(s) and a permanency planning goal in CONNECTIONS, as appropriate, prior to opening each family assessment and service plan. The case planner, or the associated case worker at the direction of the case planner, must record programmatic eligibility for foster care placement and preventive services within each family assessment and service plan, while the Department must determine eligibility for all applicable funding streams.

The Department will remain responsible for reviewing the child's permanency planning goal throughout the foster care episode and will make a determination as to whether the

permanency plan goal for each child is appropriate and that the Agency has considered all appropriate options for discharge, including:

- a. return to parent or guardian;
- b. adoption;
- c. legal guardianship or legal custody
- d. placement with a fit and willing relative; or
- e. placement in another planned living arrangement that includes a significant connection to an adult who is willing to be a permanency resource for the child, if there is a compelling reason for determining that it is not in the best interests of the child to have any of the discharge options noted in a-d above. Another planned living arrangement includes either discharge to another planned living arrangement with a permanency resource or adult residential care.

The Department will notify the Agency with designated case planning responsibility if the Department requires a change to the permanency planning goal or if the permanency goal is modified by the court.

#### 5. Initial Family Assessment & Service Plan

The Agency with designated case planning responsibility must complete the initial family assessment and service plan and submit it to the case manager for approval no later than ten (10) days prior to the due date of the initial family assessment and service plan. The family assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case manager.

The Agency of the associated case worker must complete the initial family assessment and service plan components including case update, child strength, needs and risk scales, foster care issues, assessment analysis, and service plan outcome and activity blocks for the associated child, within the time period directed by the case planner.

Where there is a program choice of child protective, the case planner is responsible for the completion of the safety and risk assessment components of the family assessment and service plan, unless the child protective services worker/monitor is so designated by the Department. Completion of the safety and risk assessments is the responsibility of the case planner in non-protective cases.

If the Department places the child with the Agency within fifteen (15) days prior to the due date, or after the due date, of the initial family assessment and service plan, the Department will retain the role of case planner and such designated worker will complete the initial family assessment and service plan and submit it to the case manager for approval before assigning the Agency as designated case planner. A worker designated by the Agency will be assigned the role of caseworker in the interim. Where the Department case manager is also serving as case planner, the family assessment and service plan must be submitted to the case manager's supervisor for approval.

The provisions of this paragraph and paragraphs (6) and (7) of the section dealing with

“Standards Related to Placement” also apply to a foster child solely in the legal custody of the New York State Office of Children and Family Services who is placed directly in the care of the Agency. For a foster child placed solely in the legal custody of the New York State Office of Children and Family Services and cared for by the Agency, the Agency shall submit the family assessment and service plan to both the Department and the New York State Office of Children and Family Services for approval. The Department will have the ministerial CONNECTIONS role of case manager and the New York State Office of Children and Family Services will have the programmatic and functional role of case manager over such children. For children in the “joint custody” of the Commissioner of the Department and the New York State Office of Children and Family Services, the Agency shall submit the family assessment and service plan to both the Department and the New York State Office of Children and Family Services for approval. To the extent that the child is in the legal custody of the Commissioner of the Department, the Department, in cooperation with the New York State Office of Children and Family Services, retain the programmatic and functional role of case manager for such children.

#### 6. Comprehensive Family Assessment & Service Plan and Subsequent Reassessment Family Assessment & Service Plans

The Agency with designated case planning responsibility must complete the ninety (90)-Day comprehensive family assessment, the first family reassessment and service plan no later than two hundred and ten (210) days from the case initiation date and each six (6)-month subsequent family assessment and service for the case as long as the Agency is the designated case planner and the child remains in the care of that Agency, unless the child entered the care of the Agency within thirty (30) days prior to the date the comprehensive or reassessment family assessment and service plan is due.

If the child was previously in the care of another Agency that had case planning responsibilities, and entered the care of the Agency within thirty (30) days prior to the date the family assessment and service plan is due, the Agency with previously designated case planning responsibility must complete the family assessment and service plan for that period and reassignment of the case planner role will be delayed until after its approval. If the child was not previously in care but entered the care of the Agency within thirty (30) days prior to the date the family assessment and service plan is due, the Department will complete the family assessment and service plan for that period and delay reassigning the case planner role until after its approval.

The Agency with designated case planning responsibility must complete the appropriate family assessment and service plan and submit it to the case manager for approval no later than ten (10) days prior to the date it is due as specified in 18 NYCRR Part 428. The family assessment and service plan must be approved by the case planner’s supervisor prior to its submission to the case manager. The Agency of the associated case worker must complete the family assessment and service plan components including case update, child strength, needs and risk scales, foster care issues, assessment analysis, and service plan outcome and activity blocks for the associated child, within the time period directed by the case planner.

Where there is a program choice of child protective, the case planner is responsible for the completion of the safety and risk assessment components of the family assessment and service plan, unless the child protective services worker/monitor is so designated by the Department. Completion of the safety assessment is the responsibility of the case planner in non-protective cases.

The Department case manager will review and either approve or reject the family assessment and service plan no later than five (5) days following the submission of any family assessment and service plan.

If, after reviewing any family assessment and service plan, the Department disagrees with the assessment or the plan of services, the Department will contact the Agency with case planning responsibility within five (5) days of submission of the family assessment and service plan to discuss the area(s) of disagreement and necessary revisions. The modified family assessment and service plan, containing the revisions as agreed to by both parties, must be resubmitted by the Agency with case planning responsibility to the case manager for approval within five (5) days of the rejection of the family assessment and service plan. The assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case manager.

#### 7. Plan Amendment/Status Changes

If one of the following changes in program status occurs after completion of the initial, comprehensive or reassessment family assessment and service plan, and before the subsequent family assessment and service plan can be opened on the system, a plan amendment must be completed and submitted to the case manager for approval as required by 18 NYCRR Part 428:

- a. Preventive services are started for a child;
- b. Preventive services are ended for a child;
- c. Case open to CPS;
- d. Case closed to CPS;
- e. A child is removed from his or her home and enters or reenters foster care;
- f. A child is moved from one foster care setting to another;
- g. A child is removed from his or her home and is placed in the direct custody of a relative or other suitable person pursuant to Article 10 of the Family Court Act;
- h. A child becomes legally freed for adoption;
- i. A child is discharged (trial or final) from foster care, including finalization of adoption; or
- j. At the Department's option, the Agency must complete a plan amendment for a change to the visiting plan for a child, or for any other status change the Department so delegates.



The Agency with designated case planning responsibility or the Agency of the associated case worker of the relevant child, as determined by the Department, must complete the plan amendment as appropriate in accordance with the standards set forth in 18 NYCRR 428.7. The Agency with designated case planning responsibility must submit the plan amendment. The plan amendment must be approved by the case planner's supervisor prior to its submission to the case manager.

If a status change occurs subsequent to completion of the initial family assessment and service plan, it must be documented and approved by the Department within thirty (30) days of the change, except for when a case is opened for child protective services or child protective services are ended for a case, which must be documented and approved by the social services district having case management responsibility for the case within seven (7) days of the change. Except for the status changes referenced in (E) and (G) above, any other status change that occurs at the time of, or within sixty (60) days prior to, the due date of the next family assessment and service plan, the status change may be documented and approved as part of the next family assessment and service plan. Documentation within the family assessment and service plan must include all information regarding the status change required by the New York State Office of Children and Family Services. Such documentation must be provided in the form and manner as required by the New York State Office of Children and Family Services and, where appropriate or where a child has been removed from his or her home, must include a visiting plan and an update of the service plan for the family.

Documentation of status changes, whether on the plan amendment or within the family assessment and service plan, must include all information regarding the status change required by the New York State Office of Children and Family Services and, where appropriate, include an update of the service plan for the family.

#### 8. Progress Notes

The Agency must maintain Progress Notes as required by 18 NYCRR 428.5. Progress Notes must be recorded in CONNECTIONS. The Agency must also review all current information about its cases that is recorded by other workers in the family services stage.

#### 9. Maintenance of Current Information

The Agency is responsible for keeping demographic and tracked child detail information regarding the child and his/her family updated in CONNECTIONS. This includes designation of primary and secondary caretakers, maintenance of the family relationship matrix, and recording of child program choice(s) and permanency planning goal.

#### 10. CONNECTIONS/UCR

The intake, family assessment and service plan, plan amendments, service plan reviews and Progress Notes must be recorded, submitted, approved, and maintained through CONNECTIONS.

#### 11. Provision of Client Services

When any approved family assessment and service plan identifies needed services which the Agency does not provide, the Department, upon confirmation of the need for services, will directly provide or arrange for provision of those services to the clients.

#### 12. Legal Activities

##### a. 358-a Petitions

If the child enters foster care pursuant to a voluntary placement agreement executed pursuant to section 384-a of the Social Services Law or a surrender executed pursuant to section 384 of the Social Services Law, the Department is responsible for the filing of the 358-a petition for court approval of the voluntary agreement or surrender within the time frames specified in section 358-a of the Social Services Law.

##### b. Permanency Hearings

- i. Permanency hearings must be held in accordance with the standards set forth in the Social Services Law and the Family Court Act.
- ii. For foster children placed pursuant to Article 10 or Article 10-C of the Family Court Act, sections 384 and 384-a of the Social Services and all foster children completely freed for adoption, the following standards apply: 1) the initial permanency hearing for a child completely freed for adoption must be commenced no later than thirty (30) days after the hearing at which the child was freed and must be completed no later than thirty (30) days after commencement; 2) the initial permanency hearing for a child who is not completely freed for adoption must be commenced on the date certain established by the court that may be no later than six (6) months from the date that is sixty (60) days after the child was removed from his or her home and must be completed within thirty (30) days after commencement; and 3) all subsequent permanency hearings must be commenced on the date certain established by the court that may be no later than six (6) months from the completion of the previous permanency hearing and must be completed with thirty (30) days after commencement.
- iii. The Department shall be responsible for the completion and the submission of the permanency hearing report required in accordance with Article 10-A of the Family Court Act, unless otherwise expressly specified by this Agreement.

- iv. For foster children placed pursuant to either Article 3 or 7 of the Family Court Act who are not freed for adoption the following standards apply: 1) the initial permanency hearing must be held no later than within twelve (12) months of the date the child is considered to have entered foster care or at an earlier date as required by State law or the court (for the purposes of this Agreement, a child is considered to have entered foster care pursuant to Article 3 or 7 on the date that is sixty (60) days after the child was removed from his or her home); and 2) all subsequent permanency hearings must be held every twelve (12) months from the preceding permanency hearing or at an earlier date as required by State law or by the court. Unless otherwise specified, the Department will file the petition for a permanency hearing.
- v. For all categories of placements, the Agency agrees to provide the designated Department case manager with all requested documents determined by the Department as necessary to support a petition for a permanency hearing or the permanency hearing report, as applicable and the Agency must provide the Department with such documentation in support of the (permanency hearing/extension) petition or the permanency hearing report at least thirty (30) days prior to the date the Department must submit the permanency hearing report or file the petition with the court.

c) Section 1089 Orders

The Department or Agency in receipt of an order of disposition issued pursuant to section 1089 of the Family Court Act must notify the other of such disposition. Such notice must be provided within ten (10) days of the receipt of the court's disposition or no later than five (5) days prior to any necessary action, whichever is earlier. The Agency must comply with the dispositional decisions, unless such decisions involve an order to finalize an adoption proceeding, in which case compliance is the responsibility of the Department.

If the Department or the Agency receives an order from the Family Court pursuant to section 1089 of the Family Court Act requiring diligent efforts or an order to initiate a proceeding to legally free a child for adoption, the Department or the Agency will notify the other in writing or electronically of the order and send a copy of the order to the Department or Agency. Notification will take place within ten (10) days of the receipt of the order. Once the Agency is notified of the court order, it is the Agency's responsibility to comply with the court order through working with the child and the family in regard to the exercise of diligent efforts. It is the responsibility of the Department or the Agency, at the option of the Department, to follow through on the necessary legal aspects of legally freeing a child for adoption.

d) Other Court Orders

The Department or Agency in receipt of any dispositional order of the court must notify the other of such disposition within ten (10) days of the receipt of the court's disposition, or no later than five (5) days prior to any necessary action, whichever is earlier. The Department will determine whether the Department or the Agency is responsible for carrying out orders of the court and so notify the Agency. The Agency must comply with any such orders so designated as their responsibility.

e) Agency Cooperation

The Agency agrees to provide appropriate staff as requested by the Department to testify in court in support of permanency goals or petitions for the extension of, or challenges to placement or in any other court proceedings where the testimony of staff of the Agency is deemed necessary by the Department. The Agency agrees to provide appropriate staff as requested by the Department to testify in court in support of a determination that reasonable efforts were made to finalize the foster child's permanency plan or to enable the foster child to return home safely.

f) Recording of Legal Activities

The Department, or the Agency at the option of the Department, must enter information regarding all filed legal petitions, court hearings and their resulting orders into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS legal functionality is implemented in the Department's district, as determined by the New York State Office of Children and Family Services, legal petitions, hearings and orders must be recorded in CONNECTIONS.

13. Registration and Photo Listing

The Agency must register and/or photo list with the New York State Adoption Service (NYSAS) any child in its care who is freed for adoption after the child enters the care of that Agency consistent with the standards and within the time frames specified by law and regulation including 18 NYCRR Part 420. If the Agency requires information from the Department for such registration and/or photo listing, it must notify the Department in writing of the information required. At the time the appropriate forms are sent to NYSAS, copies of the forms must also be sent to the Department.

The Agency must register with NYSAS any person who has applied to adopt a handicapped or hard to place child in accordance with the standards set forth in section 372-b(2-a) of the Social Services Law and 18 NYCRR Part 424.

The Department, or the Agency at the option of the Department, must enter information regarding adoption activities into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS adoption functionality is implemented in the Department's

district, as determined by the New York State Office of Children and Families, registration and photo listing must be recorded, maintained, submitted and approved through CONNECTIONS, as specified in Schedule C.

## **B. STANDARDS RELATING TO NECESSITY AND APPROPRIATENESS OF PLACEMENT**

### **1. Necessary Activities Prior to Placement**

If a child at risk of placement is unknown to the Department or is a sibling of another child who is currently in the care of the Agency, the Agency must notify the Department of an impending foster care placement within five (5) days of the identification of the child as being at risk of care so the Department can authorize the preventive services to be provided by the Agency and/or direct the Agency to locate alternative living arrangements for the child, as appropriate.

If authorized by the Department, the Agency must offer preventive services to the child and the child's family prior to the child's foster care placement and attempt to locate safe alternative living arrangements, pursuant to 18 NYCRR Section 430.10.

### **2. Necessity and Appropriateness of Placement**

The Department will require that the Agency with designated case planning responsibility, or the Agency of the associated case worker, document sufficient assessment information as required by 18 NYCRR 430.10 and 430.11 in the family assessment and service plan to justify the placement of the child into foster care and to justify the placement of a child into a specific type or level of placement. Such assessment must address the issue of educational stability of the foster child in accordance with 18 NYCRR 430.11(C)(1)(i) with regard to the initial and each subsequent foster care placement. If the placement does not meet the standards set out in 18 NYCRR 430.11 for that specific type/level of care, the Department will so notify the Agency and request modified and updated assessment information.

### **3. Continued Necessity and Appropriateness of Placement**

The Department will require that the decision to continue a child in a foster care setting and the decision to transfer a child to a specific type/level of placement are made pursuant to 18 NYCRR 430.10 and 430.11.

The Agency with designated case planning responsibility, or the Agency of the associated case worker, as determined by the Department, must document sufficient assessment information as required by 18 NYCRR 430.10 and 430.11 in the family assessment and service plan to warrant the continued placement of the child in foster care. If applicable, such documentation must justify the placement of the child in a more restrictive level of care than where the child was previously placed, and/or document compliance with the continuity

of environment standards set forth in 18 NYCRR Section 430.11 if a change in placement has occurred since the prior family assessment and service plan review.

The Agency also must provide, or arrange for, services that attempt to alleviate the circumstances or needs of the child or the child's family that may be causing the child's placement.

## **DILIGENCE OF EFFORT**

### 1. Consistency

The Agency with designated case planning responsibility and the Agency of the associated case worker must verify and document that the service goals and tasks included in the family assessment and service plan for the child and/or family are related to the specific needs exhibited by the child and/or family which contributed to the child's eventual placement in care. The Agency must complete the family assessment and service plan for the child and/or family with supporting, relevant documentation.

### 2. Service Plan Review

The Agency with designated case planning responsibility, or other agency specified by the Department, must convene and hold the review panel for each service plan review in compliance with 18 NYCRR 430.12(c)(2) no earlier than sixty (60) days, but no later than ninety (90) days from the date the child was removed from his or her home, or where the child is placed in foster care pursuant to Article 3 or 7 of the Family Court Act, no earlier than sixty (60) days, but no later than ninety (90) days from the date the child was placed in foster care. The case planner or other convener is responsible for notifying the Department at least two (2) weeks prior to the scheduled review date and for inviting the case manager, and child protective services monitor if applicable, to attend the service plan review.

The Agency with designated case planning responsibility, or the Department at its option, is responsible for locating an independent third party reviewer to attend and participate at the service plan review. The Agency with designated case planning responsibility is responsible for inviting other case workers and service providers to the service plan review and obtaining their input into the service plan.

The Agency with designated case planning responsibility must make efforts to involve all required participants in the development and review of the service plan and at the case service plan review conference in compliance with 18 NYCRR 430.12(c)(2)(i)(a).

The Agency with designated case planning responsibility is responsible for inviting each participant in writing, or by electronic notice if the invitee has access to CONNECTIONS, at least two (2) weeks prior to the service plan review. The Agency must hold service plan reviews by the family assessment and services plan submission date in all cases.

A permanency hearing satisfies the requirements for a service plan review if such permanency hearing is held and completed within six (6) months of the previous service plan review.

In accordance with 18 NYCRR 430.12 (c)(2)(i)(b), when possible, the Agency with designated case planning responsibility representative must, no later than thirty (30) days after the date of the service plan review, make face-to-face contact with the invited participants who were unable to attend the service plan review. At the face-to-face contact, the Agency must provide the participants with the information required by 18 NYCRR 430.12 (c)(2)(i)(b).

If the face-to-face contact is not possible, the Agency must send the invited participants a letter informing them that the service plan review was held and that a copy of the service plan and all other information required by 18 NYCRR 430.1(c)(2)(i)(b) will be made available to them upon request, provided, however, a copy of the service plan must be given to the child's parent(s).

The Agency must document in CONNECTIONS that each of the above requirements has been met.

### 3. Case Consultation

The Agency with designated case planning responsibility, or other specified agency at the option of the Department, must satisfy the case consultation requirements set forth in 18 NYCRR 428.9 for each child defined in section 1087 of the Family Court Act in preparation for each permanency hearing held in accordance with Article 10-A of the Family Court Act, including those where the permanency hearing will satisfy the requirement for the service plan review.

The case consultation must be conducted no earlier than sixty (60) days, prior to the date certain of the permanency hearing and must be completed with sufficient time to finalize and submit the permanency hearing report at least fourteen (14) days before the date certain for the permanency hearing.

The Agency with designated case planning responsibility, or other agency specified by the Department, must comply with the standards relating to participation, purpose and documentation of the case consultation process, as set forth in 18 NYCRR 428.9(b)-(c).

### 4. Casework Contacts

The Agency with designated case planning responsibility and the Agency of the associated case worker must maintain casework contacts with the child, the child's current foster care caretaker (or provider) and the child's parent or relative once the child enters the Agency's care. Casework contacts must be provided in accordance with 18 NYCRR 430.12(c)(3) and 441.21.

The Department has the option, on a case-by-case basis, to continue to provide case planning services and make casework contacts with the family. If the Department chooses to exercise this option, it will notify the Agency at the time the case is referred to the Agency and the Agency will be assigned the role of case worker.

#### 5. Visitation

The Agency with designated case planning responsibility and where there is one or more children placed in an Agency other than the Agency with case planning responsibility, the Agency of the case worker associated with the child will be responsible for facilitating visitation between the child and the child's parent and/or sibling(s), as required by 18 NYCRR 430.12(d)(1) and 431.10(e).

The Department has the option on a case-by-case basis to continue to provide services to the parents, siblings or relatives and to maintain the responsibility for facilitating the parent-child visitation. If the Department chooses to exercise these options, the Department will so notify the Agency no later than ten (10) days after the child's admission to the Agency.

#### 6. Time in Foster Care

If the child has a permanency planning goal of return to parents or relatives, the Department is responsible for reviewing the child's placement and court related information in CONNECTIONS and/or CCRS to take required actions under federal and New York State statute and regulation, including but not limited to, those requirements relating to permanency planning and/or the filing of a petition to terminate parental rights, as set forth in section 384-b(3)(l) of the Social Services Law and 18 NYCRR 430.12(e) and 431.9.

The Department will notify the Agency to review the case to determine if preventive services could aid in the discharge of the child, and to make a recommendation to the Department. If preventive services are authorized by the Department and cannot be provided by the Agency, the Department will notify the Agency regarding which specific agency is to provide such services.

#### 7. Unplanned Termination

Termination of Placement.- The Agency must give the Department a minimum of a fifteen (15) days prior written notice of its intention to request the removal of a child in the Agency's care. Should termination of placement be necessary for any reason for a child specifically placed with the Agency by court order, the Department will seek termination or modification of the placement order in the appropriate Family Court.

At the point that the Agency can no longer provide for a child at the appropriate type and level of placement needed by the child within its own facilities, the Agency must notify the Department. The Department will thereafter conduct a diligent search of potential placement



resources appropriate for the child within New York State, refer the child to any appropriate identified resource, and provide updates to the Agency. At the point the search has been exhausted, a conference will be held by the Department case manager with the Agency. Following such conference, a notice of termination of placement with the Agency may be given by the Agency to the Department pursuant to the agreements reached at the conference.

#### **D. DISCHARGE TO ADOPTION/KINSHIP GUARDIANSHIP**

##### **1. Placement in Adoptive Home**

If the child has a permanency planning goal of discharge to adoption, the Agency, at the option of the Department, will locate an appropriate adoptive home for the child and place the child in such home with the knowledge and consent of the Department within the time frames set forth in 18 NYCRR 430.12(e). The Agency must not delay or deny placement of a child freed for adoption with otherwise suitable approved adoptive parents on the basis that the approved adoptive parents reside in a state or county different from that of the authorized agency with custody and guardianship of the child. The Agency agrees to comply with the standards forth in the Howard M. Metzenbaum Multiethnic Placement Act of 1994 (P.L. 103-382), as amended by the Small Business Job Protection Act of 1996 (P.L. 104-188) relating to the placement of children in foster care and adoption.

##### **2. Finalization of Adoption**

- a. If the permanency plan for the child is adoption or placement in a permanent home other than that of the child's parent and the Agency is an approved adoption agency, the Agency must document in Progress Notes and in the family assessment and service plan, the steps taken to find an adoptive family or other permanent living arrangement for the child; to place the child directly or through another authorized agency with an adoptive family, a fit and willing relative, a legal guardian/legal custodian, including through a kinship guardianship arrangement or in another planned permanent living arrangement; and to finalize the adoption or legal guardianship/legal custody. At a minimum, such documentation must include child specific recruitment efforts such as the use of state, regional, and national adoption exchanges including electronic exchange systems. Such documentation must reflect reasonable efforts to place the child in a timely manner and to finalize the placement of the child.
- b. If an Agency is not an approved adoption agency, and the Department will conduct the adoption home study for the Agency foster parent. The Agency must make every effort to provide the Department with all documents necessary for approval of the foster home as an adoptive home, including, but not limited to recent medical records, criminal history record summaries, Statewide Central Register data base checks, the Justice Center for the Protection of People with Special Needs category one substantiated findings checks as set forth in section 495 of the Social Services Law, home study documentation, child social summary, and agency caseworker recommendations.

- c. The Agency must provide information regarding the adoption subsidy and non-recurring adoption expenses programs to foster parent(s) and prospective adoptive parent(s) upon request and at the time a proceeding to free the child for adoption has been commenced or a child is identified to prospective adoptive parent(s), in accordance with 18 NYCRR 421.24 (b). At the time of an adoptive placement, the Agency must provide an adoption subsidy and non-recurring adoption expenses agreement to any person(s) who desires to apply for an adoption subsidy and must send the completed subsidy and non-recurring adoptions expenses agreement and all relevant agency documentation to the Department for final approval within fifteen (15) days of receipt of the completed subsidy agreement. The Department, if authorized, will approve or reject the adoption subsidy and non-recurring adoption expenses agreement within thirty (30) days of its submission, or if the Department is not authorized, will send it to NYSAS for final approval.
- d. The Agency, or the Department at its option, must enter information regarding all adoption activities into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS adoption functionality is implemented in the Department's district, as determined by the New York State Office of Children and Family Services, adoption activities must be recorded, submitted and approved in CONNECTIONS.

### 3. Kinship Guardianship Assistance

Where the foster child is placed with a relative foster parent and the foster child's permanency plan is placement with such relative with the receipt of kinship guardianship assistance payments, the Agency must comply with the case documentation requirements set forth in 18 NYCRR 428.5(c)(12).

## **E. DISCHARGE TO ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE**

### 1. Setting of Goal

The goal of 'Place in another planned living arrangement with a permanency resource' may be set in accordance with the requirements of 18 NYCRR 430.12(f).

### 2. Preparation for Discharge

The Agency is responsible for assessing the life skills of all foster children fourteen (14) years and older at least every six (6) months and documenting within the family assessment and service plan, the child's progress toward attaining each life skill outcome.

The Department, or the Agency at the option of the Department, must provide, or arrange for the provision of, life skills services to all foster children fourteen (14) years of age and older, regardless of the child's permanency planning goal.

The Department, or the Agency at the option of the Department, must require that foster children fourteen (14) years of age and older participate directly in designing their own program activities to prepare them for discharge and that the child accept personal responsibility for satisfying his or her part of the program.

The Agency must document the type of service and/or instruction provided, and the provider of the service/instruction in the case record, consistent with 18 NYCRR Parts 428 and 430.

The Department, or the Agency if authorized by the Department, must issue monthly stipend payments to each foster child sixteen (16) years of age or older with a permanency planning goal of discharge to another planned living arrangement with a permanency resource or deemed to have a goal of discharge to another planned living arrangement with a permanency resource and who is actively participating in life skills services according to his/her service plan in conformance with 18 NYCRR 430.12(f)(2)(i)(b). The Department will provide or arrange for the provision of a monthly stipend payment to each eligible child.

The Department, or the Agency at the option of the Department, must identify any persons, services and agencies which will help the child maintain and support himself / herself in the community, and must assist the child to establish contact with such agencies, service providers and persons and prepare the child to use such community resources.

The Department, or the Agency at the option of the Department, must provide for regular and continuous exploration and development of permanency alternatives for all foster children over fourteen (14) years of age, including foster children over fourteen (14) who have previously refused adoption. The Department, or the Agency at the option of the Department, must document the specific efforts to identify and nurture a permanent family connection or other adult permanency resource who is determined to be an appropriate and acceptable resource for the child and is committed to providing emotional support, advice and guidance to the child and to assist the child as the child makes the transition from foster care to responsible adulthood.

The Department, or the Agency at the option of the Department, is responsible for providing a written notice of discharge to the child at least ninety (90) days prior to the child's discharge in accordance with 18 NYCRR 430.12 (f).

At the time of the Ninety (90) Day Notice, the Department or the Agency, as determined by the Department, must address the following issues related to the child's safety, permanency, and well-being upon discharge:

- a. appropriate housing that is expected to be available for at least 12 months from the date of discharge is secured;
- b. the child has a sufficient source of income;

- c. medical coverage is available to the child upon discharge for preventive health care and identified physical, mental, dental health and prescription needs;
- d. medical assistance coverage for the child will continue uninterrupted until a final determination that the child is ineligible has been made, with notice to the child of the final determination and of the right to a fair hearing to contest the determination;
- e. arrangements have been made for the child to receive essential documents such as birth certificate, social security card, medical records, and education records at the time of discharge;
- f. an adult permanency resource is available or is being sought to provide emotional support/advice/guidance upon the child's discharge;
- g. any safety concerns related to the child's discharge from foster care are being addressed; arrangements have been made with service providers for services that the child will need upon discharge; and
- h. the child has been advised of the services that will be available to him/her upon discharge from foster care until he/she attains the age of twenty-one (21).

The information regarding these issues must be updated at the time of trial discharge, and again, at final discharge. The Department or the Agency, as determined by the Department, is responsible for documenting the above information in a plan amendment or family assessment and service plan.

### 3. Trial Discharge

The Department or the Agency at the option of the Department and at a rate that is applicable with the provision of trial discharge/aftercare services, must provide trial discharge/aftercare services, as required in 18 NYCRR 430.12(f)(4)(i)(a), including casework contacts, to every child discharged to another planned living arrangement with a permanency resource and every child deemed to have been discharged to another planned living arrangement with a permanency resource for at least six (6) months after discharge. The child will remain in the custody of the Department during the entire period of trial discharge. Trial discharge may continue at the discretion of the Department up to the age of twenty-one (21) if the reassessment and service plan review indicates either the need for continued custody or a likelihood that the child may need to return to foster care. Face-to-face contacts during the trial discharge period must occur at the same frequency as required prior to the child being placed on a trial discharge status.

In the event the child becomes homeless during the period of trial discharge, the Department will assist the child to obtain safe and stable housing. Such housing must reasonably be expected to remain available to the child for at least the first twelve (12) months after the date of discharge. If appropriate housing is not available within thirty (30) days of the date the child becomes homeless, the Department must place the child in a suitable foster family boarding home, agency boarding home, group home or institution. These provisions regarding trial discharge do not apply where a court order terminates the Department's custody of the child or where the child reaches the age of twenty-one (21).

#### 4. Post-Discharge

The Department, or Agency at the option of the Department, must provide supervision until the child reaches twenty-one (21) years of age after the Department's custody has been terminated where the child has been discharged to another planned living arrangement with a permanency resource, deemed to have a goal of another planned living arrangement with a permanency resource, or had remained in foster care until the age of 18 or older. During the period of supervision, the Department will be responsible for providing or arranging for financial, housing, counseling, employment, education, medical and other appropriate supports and services as needed, and follow-up efforts. At the time custody of the child is terminated, the Department will advise the child in writing about how to obtain assistance, if needed, upon his or her discharge from foster care.

#### **F. DISCHARGE TO ADULT RESIDENTIAL CARE**

The goal of discharge to adult residential care may be set in accordance with the requirements of 18 NYCRR 430.10(c)(5) and 430.12 (g)(1)(i). The Department will review the decision to set that permanency goal in order to determine if there is compliance with the above regulatory standards.

The Agency must document compliance with the standards for setting the permanency goal. The Agency must plan for the discharge of the child as required in 18 NYCRR 430.12(g)(2) and, as applicable, 18 NYCRR 441.14 concerning additional requirements applicable to handicapped children in foster care who attain the age of 18.

#### **G. PREVENTIVE SERVICES**

The Department will make the initial decision to authorize mandated preventive services, as well as the decision to reauthorize the case as a mandated preventive services case, in compliance with the client programmatic eligibility standards presented in 18 NYCRR Section 430.9.

The Agency with designated case planning responsibility or the Agency of the associated case worker, as determined by the Department, must document initial and continuing client programmatic eligibility for mandated preventive services within each family assessment and service plan. The Department will review programmatic eligibility documentation in CONNECTIONS.

For those cases involving more than one service provider, the Department, through its case management responsibility, will assign a specific party as the case planner and the remaining providers as case workers.

#### **H. THE AGENCY AGREES TO PROVIDE THE FOLLOWING IN RELATION TO EACH CHILD COVERED BY THIS AGREEMENT:**

1. Care of the child in compliance with 18 NYCRR Parts 441 – 451, as applicable.

2. Intake

Utilizing the referral summary information provided by the Department, the Agency must determine whether the services it provides are appropriate to meet the needs of the child being referred. The Agency has (30) days (but no more than thirty (30) days) from the initial referral of the child to make this determination and notify the Department.

3. Clothing

Upon placement, clothing needs of a child must be inventoried by the Agency. Any clothing needs identified must be purchased by the Agency. The Department will authorize allowances to buy necessary clothing and special allowances to buy additional clothing consistent with 18 NYCRR 427.16. The Agency must furnish all replacement clothing as needed during the child's placement and consistent with 18 NYCRR 427.16(a)(4). The Agency must furnish at the time of discharge a basic season-appropriate outfit. Upon discharge, the child is to take with him or her all of his or her possessions and clothing.

4. Medical Services

The Agency is responsible for providing or obtaining necessary and appropriate medical services for any foster child in its care. The Agency must comply with the standards set forth in 18 NYCRR 441.22 regarding health and medical services for foster children.

The Agency must transmit to the Department documentation necessary to establish citizenship or qualified immigration status in order to authorize categorical Medical Assistance eligibility for a child in foster care. The Agency must record required information in CONNECTIONS upon implementation of Build 19, as determined by the New York State Office of Children and Family Services. Responsibility for authorization and reauthorization for Medical Assistance remains with the Department.

The Agency agrees to comply with the requirements set forth in 18 NYCRR 357.3(b) relating to the dissemination of the comprehensive health history of a foster child. The Agency must provide the comprehensive health history to the Department and/or appropriate authorized agency within seven (7) days of the request. The Agency must record required health and medical information in CONNECTIONS upon Build 19 implementation.

The parties agree that nothing in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) prevents the Agency from sharing protected health information on foster children cared for by the Agency with the Department, OCFS or documenting such information in CONNECTIONS.

5. Notification of Death, Injury or Illness

The Agency must immediately notify the Department whenever a child in its care has suffered an injury, accident or illness which requires emergency medical treatment at a hospital on either an inpatient or outpatient basis, and whenever a child in its care has died, and to provide an autopsy report, if such reports exists. The Agency must also comply with the reporting requirements set forth in 18 NYCRR 441.7(c) in regard to the New York State Office of Children and Family Services and the death or injury of foster children in its care.

The Agency must immediately notify the New York State Justice Center for the Protection of People with Special Needs, in a form and manner prescribed by the Justice Center, whenever a child placed in accordance with this Agreement dies while being cared for in an agency boarding home, supervised independent living program, group home, group residence or institution operated by the Agency.

The Agency, in accordance with 18NYCRR 441.22(p), must notify the New York State Office of Children and Family Services and the local health department if a foster child is discovered to have an elevated blood lead level. The Agency must also provide such notice to the Department.

With respect to a child placed outside of the State of New York in accordance with this Agreement, the Agency agrees to immediately notify the New York State Justice Center for the Protection of People with Special Needs, in a form and manner prescribed by the Justice Center, whenever a child in its care has suffered an injury, accident or illness which requires emergency medical treatment at a hospital on either an inpatient or outpatient basis, and whenever such a child has died, and to provide an autopsy report, if such report exists.

#### 6. Confidential HIV - Related Information

The Department and the Agency agree to comply with the requirements of 18 NYCRR 431.7(a) to formulate and implement a written management plan to protect health history information related to an individual who has been diagnosed as having Acquired Immune Deficiency Syndrome (AIDS) or a Human Immunodeficiency Virus (HIV)-related illness or a HIV infection or laboratory tests performed on an individual for HIV-related illness.

The Agency agrees to require that staff, to whom confidential HIV-related information is disclosed as a necessity for providing services and in accordance with 18 NYCRR 431.7 and section 2782 of the Public Health Law, are fully informed of the penalties and fines for redisclosure in violation of New York State law and regulation.

The Agency and the Department will require that any disclosure of confidential HIV-related information must be accompanied by a written statement which includes the following or substantially similar language:

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

result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”

#### 7. Absent Without Consent

The Agency must notify the Department as immediately as practical, but in no circumstance later than twenty-four (24) hours after the absence, when a child is absent without consent and must follow the requirements as set forth in 18 NYCRR 431.8. The Department or the Agency, as determined by the Department, must provide written notice to the Family Court that placed the child into foster care of the child’s absence without consent within forty-eight (48) hours of the reported absence.

#### 8. Education Program

The Department will not reimburse the Agency for any educational costs for a child placed in a group home, agency boarding home, or foster boarding home. These children must be enrolled in the public school educational program, unless another educational option is detailed in the child’s family assessment and service plan. The Agency must record required education information in CONNECTIONS upon Build 19 implementation. The Agency will comply with the standards set forth in 18 NYCRR 441.13 regarding education of foster children in its care.

#### 9. Summer Education Program

The Department will not reimburse the Agency for summer school tuition costs unless the Agency receives the Department’s prior authorization for such costs and the need for the summer program is detailed in the child’s family assessment and service plan.

#### 10. Education Tuition Reimbursement

Children placed in child care institutions must be educated in the least restrictive educational program, based on an evaluative process defined by the rules and regulations of the New York State Education Department, and tuition reimbursement for such a child will be at the rate calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable sections of the Education Law governing tuition reimbursement for such children.

#### 11. Removals

Removals from a foster family boarding home will be made in accordance with the requirements of section 400 of the Social Services Law and 18 NYCRR 443.5. The Agency must provide the required written notice to the foster parent(s).

#### 12. Child Abuse and Maltreatment



The Agency agrees to comply with the provisions governing the reporting of suspected cases of child abuse or maltreatment, as set forth in sections 413-416 and 418 and 490-492 of the Social Services Law, and the requirements for Statewide Central Register data base checks as set forth in section 424-a of the Social Services Law and for Justice Center for the Protection of People with Special Needs category one substantiated findings checks as set forth in section 495 of the Social Services Law.

The Agency agrees to promptly notify the Department of any report of suspected child abuse or maltreatment occurring in the program regarding any child placed by the Department with the Agency, to notify the Department of the actions taken the Agency in regard to the report and to confirm that, to the extent authorized by law, the parents of the child who is the alleged victim of such abuse or maltreatment will be notified by the appropriate investigative agency of such report.

With respect to a child placed outside of the State of New York in accordance with this Agreement, the Agency agrees to comply with the following requirements relating to the Justice Center for the Protection of People with Special Needs:

a. Reporting of Abuse and Neglect

In addition to complying with any applicable reporting requirements in the state in which the Agency or facility is located, the Agency agrees to immediately notify the New York State Justice Center for the Protection of People with Special Needs, the New York State Office of Children and Family Services and the Department of any allegation of abuse or neglect, as defined in section 488(1)(a)-(h) of the Social Services Law, involving a child placed in accordance with this Agreement as required by section 490(5) of the Social Services Law.

b. Procedure for Reporting

The Agency further agrees that all reportable incidents of abuse and neglect, as defined in section 488(1)(a)-(h) of the Social Services Law, and all reportable incidents of injury or illness or death indicated in paragraph 5 on page 29 of this Agreement shall be submitted to the New York State Justice Center for the Protection of People with Special Needs. For notifications and reporting to the Justice Center for the Protection of People with Special Needs related to deaths, injuries or accidents and all allegations of abuse and neglect, required submissions shall be to the Justice Center 24 hour toll free number:

(855) 373-2122 Suspected Abuse/Neglect Reporting Number  
(855) 373-2123 TTY  
(855)-373-2124 Reporting Death

c. Cooperation

The Agency further agrees to cooperate with any investigation conducted by the New York State Justice Center for the Protection of People with Special Needs. The Agency further agrees to cooperate with any investigation conducted by a state agency or other entity authorized or required to investigate complaints of abuse or neglect under the laws of the

state in which the facility is located and further agrees that the findings of such investigation shall be forwarded to the New York State Justice Center for the Protection of People with Special Needs and each placing entity or funding agency in New York State within 90 days of the complaint of abuse or neglect, or if the investigation is not completed within 90 days, then notification of the status, any interim findings and expected date of completion must be provided during that time period, and the final findings shall be submitted as soon thereafter as possible.

The Agency agrees to submit periodic reports of all allegations of abuse and neglect regarding children from New York State to the Justice Center for the Protection of People with Special Needs in the form and manner requested by the Justice Center.

d. Access

The Agency agrees to provide the New York State Justice Center for the Protection of People with Special Needs with access at any and all times to any residential school, facility or provider agency, and consistent with federal law, to any books, records, logs, progress notes and data pertaining to such residential school, facility or provider agency regarding any child placed in accordance with this Agreement and any other information deemed necessary for the carrying out the Justice Center's functions, powers and duties.

e. Failure to Comply

Failure by the Agency to comply with the requirements delineated above shall be grounds for the termination of this Agreement.

### 13. Certification and Approval of Foster and Adoptive Parents

The Agency agrees to comply with all certification and approval requirements for foster parents set forth in 18 NYCRR Part 443 and all approval requirements for adoptive parents set forth in 18 NYCRR Part 421. This includes, but is not limited to criminal history record reviews, State Central Register data base checks, Justice Center for the Protection of People with Special Needs category one substantiated findings checks as set forth in section 495 of the Social Services Law, and required medical exams for foster/adoptive parents and their family members. The Agency agrees that children will not be placed in any foster or adoptive home unless applicable requirements for certification, or approval, including emergency approval or certification, have been met.

### 14. Travel Expenses

If a transportation expense for home visits is not included in the board rate, the Department will authorize transportation in accordance with the visitation plan component of the child's family assessment and service plan.

If a transportation expense for home visits is included in the board rate, the Agency is responsible for transportation expenses if the destination is within fifty (50) miles of the facility. If the destination is more than fifty (50) miles from the facility, the Department is responsible for transportation costs, including the first fifty (50) miles.

#### 15. Transition plan

Where directed to do so by the Department, the Agency agrees to develop a transition plan for foster children who will remain in care on or after 18 years of age in accordance with the standards set forth in 18 NYCRR 430.12(j).

#### 16. Consumer report

Where directed to do so by the Department, the Agency agrees to provide or arrange for the provision of the consumer report of a foster child who has attained 16 years of age and annually thereafter in accordance with the standards set forth in 18 NYCRR 430.12(k) until such child is discharged from foster care.

#### 17. Criminal History Record Checks

The Agency agrees to complete criminal history records checks as required by section 378-a of the Social Services Law and applicable State regulations.

### **I. CLOSING A FAMILY SERVICES STAGE**

The Department has sole responsibility for closing the family services stage.

### **SECTION IV – FAIR HEARINGS**

Pursuant to 18 NYCRR Part 358, the Department will notify eligible applicants for, or recipients of, services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or the failure of the Department to act upon an application within the appropriate time frames. The Department also will inform applicants for or recipients of preventive, adoption services or kinship guardianship assistance how to make and submit a fair hearing request. The Department will provide the Agency with copies of the fair hearing decision it receives from the State of New York. The Agency, upon the request of the Department, must participate in fair hearings and any appeals thereof as witnesses when necessary for a determination of the issues.

### **SECTION V – REIMBURSEMENT**

The Agency agrees that payment by the Department is contingent upon the Agency submitting an appropriate claim form, which has been approved by the Department, to the person designated by the Department certifying the satisfactory completion of the Agency's performance and setting forth the payment to be made.

The Department agrees to pay to the Agency, on a monthly basis, within thirty (30) days of receipt of a billing statement, an amount equal to the applicable per diem rate(s) set forth in

Schedule B, multiplied by each day of care actually provided by the Agency for each public charge placed with it, in accordance with this Agreement; provided, however, payment is not to be made for a child when the child is absent from the Agency for reasons other than those set forth in 18 NYCRR 628.3 and as defined by the New York State Office of Children and Family Services in the Standards of Payment Manual, Chapter 10, Section F. Payment will not be made to the Agency for the day the child is discharged from foster care.

A per diem dollar amount for each of the program types such as foster boarding home, agency boarding home, group home and institution must be specified in Schedule A which is attached hereto and which is incorporated with this Agreement. When the negotiated per diem rate exceeds the State established Maximum State Aid Rate (hereinafter MSAR), the MSAR will be used for purposes of State and federal reimbursement. Such per diem dollar amount shall be subject to the standards set forth in section 398-a of the Social Services Law and 18 NYCRR Part 427.

The medical per diem rate(s) established by the New York State Department of Health constitutes the daily rate established to be paid to the Agency for health expenses and provision of health services to a foster child, with some specified exceptions. The medical per diem rate(s) must be set forth in Schedule B.

The applicable tuition rate for the appropriate educational services for children placed in child care institutions will be at the rate calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable sections of the Education Law governing tuition reimbursement for such children.

The anticipated total cost of the Agreement is an estimate and serves as the limit of obligation under this Agreement. Should it appear that the anticipated total cost may be exceeded, an amendment to the Agreement must be executed. The anticipated total cost serves only as an upper limit and in no way obligates the Department to purchase child foster care services, maintenance, medical and education costs up to this amount. The anticipated total cost can be based upon experience during the past Agreement year modified by the anticipated experience during the new Agreement period. This amount includes the estimated cost of maintenance, social services, medical and education costs to the Department.

The total cost of this Agreement may not exceed \$9,000,000.

## **SECTION VI – GENERAL RESPONSIBILITIES FOR PARTIES**

The Agency has the responsibility in accordance with this Agreement and with applicable New York State Office of Children and Family Services' regulations for the day-to-day provision of foster care services for each child placed with the Agency. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the Department.

The Agency must maintain sufficient staff, facilities and equipment, in full compliance with all applicable regulations of the New York State Office of Children and Family Services in order to provide the services set forth in Schedule A of this Agreement.

The Agency agrees to provide the services described in Schedule A of this Agreement at the principal location listed in Schedule A of this Agreement and agrees to provide the Department with written notification of the location(s) of any additional support services that are provided outside of the aforementioned address(s) in conjunction with the applicable child service plan.

The Department agrees to notify the Agency of the identity of the person(s) assigned case management responsibility for each child receiving foster care services from the Agency.

The Department agrees to notify the Agency of the identity of the person(s) assigned as the child protective services monitor for the child protective services recipients receiving foster care services from the Agency.

The Department will determine, during the initial client eligibility process, the availability of any third party insurance resources upon placement of the child into foster care. Such process must be conducted pursuant to the Child Welfare Eligibility Manual issued by the New York State Office of Children and Family Services. When such resources are determined to be available, the Department agrees to properly code each case and provide the Agency with as much information as is available.

The Department each month will provide the Agency with a roster of the children in the Department's custody placed with the Agency. This roster will also provide information on third party health insurance through the placement of a code in the column named "Other Insurance." The Agency must pursue all third party health insurance available to children in its care. If the Agency contracts with a health care provider, it must require that the provider makes diligent efforts to determine if the foster children have third party coverage, and must attempt to utilize such coverage when applicable.

## **SECTION VII - BOOKS, RECORDS AND REPORTS**

All case specific information contained in the Agency's files must be held confidential by the Department and the Agency pursuant to the applicable provisions of the State law and any regulations promulgated there-under, including, but not limited to, sections 372 and 422 of the Social Services Law, section 2782 of the Public Health Law, and 18 NYCRR Parts 357, 423, 428, 431 and 466, as well as all applicable federal laws and regulations, including but not limited to, the Civil Rights Act of 1964. Such information must not be disclosed except as authorized by law and unauthorized disclosure may result in criminal and/or civil penalties (see section 422 (12) of the Social Services Law).

The records of individual recipients of services maintained by the Agency must be made available to the Department and New York State Office of Children and Family Services

upon request, in a form, the manner and time as required by the Department or the New York State Office of Children and Family Services.

The Department and the Agency agree to comply with statutory and regulatory standards relating to disclosure of foster care information to birth parents of foster children, foster parents, pre-adoptive and adoptive parents and to current and former foster children to the extent authorized by law, including but not limited to, sections 373-a and 409-e of the Social Services Law and 18 NYCRR 357.3 and 428.8.

The Department or the Agency may release foster care information to a person, agency, or organization for purposes of a bona fide research project. Identifying information may not be made available unless it is absolutely essential to the research purpose and prior written approval has been issued by the New York State Office of Children and Family Services. Anyone given access to such information may not re-disclose such information except as otherwise permitted by law.

The Agency agrees to maintain financial books, records, and necessary supporting documents as required by the New York State Office of Children and Family Services. The Agency must use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The Agency agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at the times prescribed by and on forms supplied by the New York State Office of Children and Family Services.

Such financial and statistical records are subject to inspection, review, excerpts, transcription or audit by authorized county, State and/or federal personnel.

The Agency and its subcontractor(s) agree to retain all books, records and other documents relevant to this Agreement for six (6) years after the Agency receives final payment for the services to which they relate, during which time authorized county, State and/or federal auditors will be provided with full access to and the right to examine the same. In addition, the Agency and its subcontractor(s), must make available, upon written request, this Agreement, and books, documents, papers and records of the Agency or subcontractor(s) that are necessary to certify the nature and extent of such costs involved, to the Secretary of the United States Department of Health and Human Services, or upon request, to the New York State Office of the State Comptroller, New York Attorney General's Office, or any of their duly authorized representatives.

### **SECTION VIII - ACCOUNTABILITY**

The Department will establish methods to evaluate the provision of foster care services by the Agency pursuant to this Agreement. All provisions of this Section are to be interpreted consistent with New York State law and applicable regulations. In implementing the foregoing, the Agency recognizes that the Commissioner of the Department, pursuant to

statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his or her jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Agency with regard to the foster care services provided to the children referred hereunder.

The Agency agrees that program and/or facility review pertaining to the delivery of foster care services under this Agreement may be conducted at any reasonable time by qualified personnel from those local, State and federal agencies with the required legal powers and statutory authority to conduct such activities. Such reviews may include, but not be limited to, meetings with recipients of services, review of the uniform case records including, but not limited to, all information in the CONNECTIONS case records, review of service policy and procedural issues, review of staffing and job descriptions, and meetings with staff directly or indirectly involved in the provision of foster care services.

The Department will conduct a contract review with the Agency at least twice a year to discuss the Agency's services purchased by the Department. This review will include, but not be limited to, such items as frequency of contact and planning with families and significant others of foster children, scope of service plans and of achieving the goals stated therein, compliance with the State and federal laws, and the extent to which special mental health, remedial, tutorial and vocational services were provided after the Agency and the Department determined these services were necessary. These semi-annual contract reviews will include determination of the Agency's compliance with this Agreement.

If the Agency violates this Agreement, the Department may, after due written notice, take such actions or invoke such sanctions under this Agreement and any applicable regulations issued by the New York State Office of Children and Family Services, as it deems necessary.

The Agency must not make any subcontract for the performance of this Agreement without the prior written approval of the Department. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement is void without the prior written approval of the Department. All authorized subcontractors are subject to federal and State requirements governing purchase of services contracts including, but not limited to, 18 NYCRR Part 405. The Agency is responsible for the performance of all subcontractor(s).

The Agency covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor will they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Agency's performance of this Agreement. The names and addresses of the members of the Board of Directors of the Agency is to be annexed to this Agreement.

## **SECTION IX – COMPLIANCE WITH LAW**

The Agency represents and agrees to comply with all applicable federal laws, including, but not limited to, the requirements of the Civil Rights Act of 1964 as amended, the Age

Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, the Howard M. Metzenbaum Multiethnic Placement Act of 1994 (P.L. 103-382) as amended by the Small Business Job Protection Act of 1996 (P.L. 104-188), the Indian Child Welfare Act of 1978 (P.L. 95-608) and Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable federal regulations contained in 28 CFR Part 41; 45 CFR Parts 74, 84, 93; 1355 and 1356.

The Agency, its subcontractors, and the Department agree to execute and comply with Appendix A, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; Appendix B, Certification Regarding Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, from the Code of Federal Regulations; Appendix C, Certification Regarding a Drug-Free Workplace; Appendix D, Appendix E and Addendum attached hereto.

In addition, if the total cost of this agreement is in excess of \$100,000, the Agency must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

If the Agency expends \$500,000 or more in a year in federal funds from all sources, audits must be conducted as required by OMB Circular A-133.

## **SECTION X – TERMINATION OF AGREEMENT**

The Agreement may be terminated by the mutual written agreement of the contracting parties.

The Agreement may be terminated by the Department, for cause, upon the failure to the Agency to comply with the terms and conditions of this Agreement, including the attachments hereto. The Department will give the Agency written notice specifying the Agency's failure.

In addition to the termination provisions set forth above, the Department has the right to terminate this Agreement, in whole or in part, if the Agency has failed, at any time, to comply with any applicable federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the Agency, required by federal, state or local government is revoked, not renewed, or otherwise not in full force or effect, or in the event that the Agency fails to secure a new such license, approval or certification during the term of this Agreement, if required.

Notice of termination will be given in writing specifying the reasons for termination and the effective date of termination. Such written notice will be delivered via registered or certified mail with return receipt requested or will be delivered by hand with receipt provided by the Agency. The Agency agrees not to incur any new obligations or to claim any expenses



incurred after the effective date of the termination. The effective date of termination is not to be less than thirty (30) days from the date of notice, unless substantial breach of contract is involved, in which case the effective date of termination may be immediate effective on delivery of the termination notice. In any event, the effective date of termination will not be later than the Agreement expiration date.

Upon termination or upon expiration of the term of this Agreement, the Department will arrange for the transfer to another Agency of all children covered by this Agreement then serviced by the Agency.

The Agency must comply with all Department close-out procedures, including but not limited to: accounting for and refunding to the Department within (6) months any overpayments which have been paid to the Agency pursuant to this Agreement; not incurring or paying any further obligation under this Agreement beyond the termination date; transmitting to the Department or its designee, on written request, copies of all books, records, papers, documents and materials pertaining to the financial details of any services provided under the terms of this Agreement; and transmitting to the Department or its designee, on written request, copies of all case-specific information and documentation concerning children in the care of the Agency. The Agency must comply with all close out procedures of the New York State Office of Children and Family Services regarding foster care facilities as set forth in 18 NYCRR 476.2, and regarding foster boarding home programs, including but not limited to, the requirement to provide ninety (90) day written advance notice of the proposed closure of an foster care facility or program. The Agency must also comply with the requirements set forth in 18 NYCRR 441.7(f) regarding the proper transfer of case records and the submission of a timely plan relating thereto to the New York State Office of Children and Family Services.

## **SECTION XI – INDEMNIFICATION AND INSURANCE**


The Department and the Agency agree that the Agency is an independent contractor and is not an employee of the Department or the State of New York. The Agency agrees to defend and indemnify the Department, Oneida County and the State of New York for any loss the Department, or the State of New York may suffer if such losses result from the claims of any person or organization (excepting only the Department) injured by the negligent acts or omissions of the Agency, its officers and/or its employees or subcontractor(s). Furthermore, the Agency agrees to indemnify, defend, and save harmless the State of New York, Oneida County and the Department, and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, and any other persons, firm, or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Agency in the performance of this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or

use or disposition of any data furnished under this Agreement, or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement. The Agency agrees to meet the insurance requirements set forth in Appendix E attached hereto.

The Agency further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Agency's insurance company, agent or broker.

The completed and signed Insurance Certificate is subject to approval by the Oneida County Department of Law and upon approval will be attached to this Agreement and become a part hereof.

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

  
**SECTION XII.** Hillside Children's Center has entered into an agreement with the Dormitory Authority of the State of New York pursuant to Section 1680 (40) of the Public Authorities Law, to finance improvements of its residential facilities. Hillside Children's Center hereby agrees that it shall, immediately upon receipt, deposit, or cause to be deposited, all per-diem maintenance payments received pursuant to the Agreement on account of the provision of residential services, including capital financing add-on rate payments, directly to Key Bank NA, 1700 Bausch & Lomb Place, Rochester, New York 14604, Account Number #329681027614, or such other successor bank or trust company as Hillside Children's Center may designate, for credit to the account established for the benefit of Hillside Children's Center at such bank or trust company.

IN WITNESS HEREOF:

The parties hereto have executed this agreement as of the day and year first above written.

Oneida County Department of Social Services

By: \_\_\_\_\_  
Lucille A. Soldato, Commissioner

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Approved as to Form:

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

\_\_\_\_\_  
Date

Hillside Children's Center  
(Name of Agency)

By: \_\_\_\_\_  
Executive Director, Central Region  
Elizabeth Nolan

1/18/17  
Date

STATE OF NEW YORK)

COUNTY OF Onondaga  
On this 18th day of January

2017

personally came Elizabeth Nolan before me, to be known, who being duly sworn, did depose and say that (s)he resides in Syracuse, NY; that (s); he is an (the) Executive Director of the corporation described herein and which executed the foregoing instrument; that (s)he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that (s)he signed (her/his name thereto by like order.

My Commission expires 12/13/18 Shannon M. Ryan-Crysler

**Shannon M. Ryan-Crysler**  
**Notary Public, State of New York**  
County of Onondaga  
Reg. No. 01RY6232754  
Commission Expires: 12/13/18

Appendix A

Rev.4/15/05

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

A. By signing and submitting this contract or contract amendment, contractor certifies that the contractor:

(1). Agrees that, a) By signing and submitting this proposal, the prospective primary applicant is providing the certification set out below. b) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction. c) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. d) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. e) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Office of Children and Family Services for assistance in obtaining a copy of those regulations. f) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. g) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. h) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs. i) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. j) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

(2). Certifies to the best of its knowledge and belief, that the applicant and its principals: a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 19A. 2. (1) b) of this certification; and d) Have not within a three-year period preceding this application/proposal had on or more public transactions (Federal, State, or local) terminated for cause or default. (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an

explanation to this proposal.

B. (1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions Instructions for Certification. a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below. b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs. h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(2) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Appendix B**

Rev. 4/15/05

**Certification Regarding Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions**

By signing and submitting this contract or contract amendment, contractor certifies that the contractor:

Certifies that Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. The requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.) (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## Appendix C

Rev.4/15/05

### Certification Regarding a Drug-Free Workplace

(A). 1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below. 2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. 3. For grantees other than individuals, Alternate I applies. For grantees who are individuals, Alternate II applies. 4. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements. 5. Workplace identifications must include the actual address of buildings (or parts of buildings) or sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). 6. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five). 7. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

(B). Alternate I (Grantees Other Than Individuals). 1. The grantee certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing an ongoing drug-free awareness program to inform employees about: (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above; (d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will- (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction; (e) Notify the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant; (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith

effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f). For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Division of Grants Policy and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C., 20201.

(C). Alternate II (Grantees Who Are Individuals). 1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.



Schedule A. PROGRAM NARRATIVE

*(Instructions to Agency) The following narrative should be completed by the Agency, in order to present an accurate description of the agency's programs. This narrative will be used to substantiate claims for federal reimbursement.*

**A. Program Narrative**

Agency's Name and Address

Foster Care Programs Provided by Agency

(Institution, group residence, group homes, agency boarding homes, foster family boarding homes, educational services, etc. Include details on all programs, including goals and objectives.)

List of locations of all agency facilities to be used in providing services.

Persons served (ages, sex, geographic limitation, if any; number to be served by program, etc.).

Services of agency programs: include description of all those services which are provided, including those defined in the CSP, as well as any other services, such as day services, educational services, medical care and adoption services. Indicate types and numbers of staff providing services.

Self-evaluation procedures – description of agency procedures for evaluating program effectiveness.

Admission Policies and Procedures – description of referral process, agency requirements for reports, pre-placement visits, etc.

## Schedule B. REIMBURSEMENT RATES

The following schedule of foster care payments presents maintenance, medical, and education rates which will be paid under this contract.

Program Name <i>(List each program name and type, e.g., Children's House – HTP Institution)</i>	Maintenance Per Diem	Effective Date <i>(Maintenance Per Diem)</i>	Medical Per Diem	Effective Date <i>(Medical Per Diem)</i>
SEE ATTACHED RATE SHEET				

**Education Rate (tuition)**

*(Include applicable tuition rates either calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable statutes of Education Law governing tuition reimbursement for children placed in child care institutions. Also, attach a school calendar.)*

Special act school district \_\_\_\_\_  
 On-campus school \_\_\_\_\_  
 Other school program \_\_\_\_\_

The total cost of this contract may not exceed \$9,000,000.

## Schedule B. REIMBURSEMENT RATES

### HILLSIDE CHILDREN'S CENTER Contract Reimbursement Rates, \*\* DSS Contracts

#### Maintenance Per Diem Rates: 07/01/16 – 03/31/17

Institution	\$342.45
Finger Lakes -GROW	405.38
Monroe Campus/Critical Care – FOCUS	372.86
Hard to Place Institution (ie: Horton)	328.61
TFC Foster boarding-admin	76.90
Regular Foster Care	38.96
Independent living	3.42
<b>Crestwood Scottsville Rd. Campus</b>	
Institution	460.78

#### Varick Campus Rates:

HTP Varick	\$413.81
Cross Systems (Developmental Abilities Services)	569.20

#### Medical Per Diem Rates: 07/01/15 – 06/30/16

Residential (RTC), group home	\$ 25.96
Emergency, diagnostic	89.72
Therapeutic foster care boarding	27.99
Varick medical	89.72
Institution/Grp Residence, Crestwood, Scottsville Rd	25.96

#### Therapeutic Foster Parent Per Diem 04/01/16 – 06/30/16

Special	\$42.12
Exceptional	\$63.81
TFC parent reimbursement per miles	Internal Revenue Service published rate

#### CSE Maintenance 07/01/16 – 03/31/17

Institution	\$368.41
Hard to Place Institution (ie:Horton)	418.33
Hard to Place Finger Lakes GROW	495.10
Hard to Place Varick	503.53
Cross Systems (Developmental Abilities Services)	658.92
Critical Care FOCUS	462.58

CSE Maintenance, Crestwood, Scottsville Rd. Campus \$486.74

#### Education Rates for Campus School-Rochester, Campus School-Finger Lakes, Campus School-Snell Farm, Campus School-Varick and Day Treatment-Halpern: 2015 – 2016 School Age Interim Tuition Rates:

2 month	07/01/2015 – 08/31/2015	\$ 5,844.00
10 month	09/01/2015 – 06/30/2016	\$35,062.00

Trial and Post-Discharge Services Rates: Fees negotiable

**Clothing will be billed on a child specific basis up to the County's maximum.**

**Transportation billed per MSAR and contract requirements:**

### **Hillside Children's Center's Mileage Reimbursement**

Regarding **Residential children**, Hillside Children's Center will get reimbursed for mileage over 50 miles, including the first 50 that Hillside workers do to transport the children for home visits. Hillside reimburses at the Internal Revenue Service published rate level and will bill at this rate level.

Regarding **Therapeutic Foster Care children**, these mileages are not included in Hillside's board rate and these mileages are considered special payments that County should reimburse Hillside for every mile. Hillside reimburses at the Internal Revenue Service published rate level and will bill at this rate level.

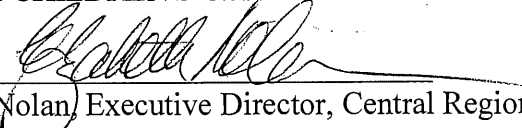
These mileages include transportation provided by the Hillside foster parent for visits to the staff of an authorized agency, the foster child's birth parents, siblings who continue to reside with the birth parents, and to siblings who are placed separately with relative or who are in foster care or adoption homes per the "Standards of Payment for Foster Care of Children Program Manual".

**\*County will disenroll any Medicaid Managed Care participants, effective on the day of admission into any Foster Care Program, and Medicaid identification information will be provided to Hillside.**

**\*\* Rates will be retroactively adjusted to the Maximum State Allowable Rate** reflecting any changes issued by New York State. revised on 9.28.16 rate revision HCC/contracts 2016

**In witness whereof**, the parties hereto affix their signatures acknowledging the rates herein shall be effective until changed by a subsequent agreement of the parties.

HILLSIDE CHILDREN'S CENTER

By:   
Elizabeth Nolan, Executive Director, Central Region

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

By: \_\_\_\_\_  
Lucille A. Soldato, Commissioner

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

Principal: Lori Skelton  
 Hours of Instruction: 8:15a-3:16p

2016-2017 School Calendar

18	20	18
<b>September 2016</b>	<b>October 2016</b>	<b>November 2016</b>
Su M Tu W Th F S	Su M Tu W Th F S	Su M Tu W Th F S
4 5 6 7 8 9 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12
11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19
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School Closed/  
Holidays

Superintendents Conference Day STAFF ONLY/  
No Students

Teacher In-service Day STAFF ONLY /  
No Students

Early Dismissal  
(students)

First and Last Day of School

State Testing

End of five weeks (Interim reports) and marking periods

Finger Lakes Campus School  
7432 County House Road  
Auburn, NY 13021

Telephone: 315-258-2151 Fax: 315-258-2130

Principal: Elaine Quintana

School Hours: 8:10am-3:14pm

2016-2017 School Calendar

18

September 2016						
Su	M	Tu	W	Th	F	S
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End of five weeks(interim reports) and marking  
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2016-2017 School Calendar

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(students)

First and Last Day of School

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End of five weeks (interim reports) and marking  
periods

**Schedule C: DEPARTMENT OPTIONS**

*[The Department is to indicate which entity will be responsible for each task]*

<b>Contract Task / Responsibility</b>	<b>Department</b>	<b>Agency with Case Planning Responsibility</b>	<b>Agency of Associated Case Worker</b>
Family Services Intake	X		
Completion of family services intake (FSI)	X		
# of days for Agency submission of FSI: (insert #)	5		
# of days for Dept. acceptance of FSI: (insert #)	5		
Completion of CPS safety and risk assessment – Initial FASP	X		
Completion of CPS safety and risk assessment - Comprehensive/Reassessment FASPs		X	
Required completion of plan amendment for a change to visiting plan (Department option)		X	
Convene and hold service plan review conference			
Arrange and hold case consultation		X	X
Identification of third party reviewer for SPR		X	
Prepare permanency hearing report		X	
Number of days for Agency to accept/reject initial referral of child: (insert #)		3 days	
Set initial child program choice(s) and a permanency planning goal	X		
Foster Care Activities		X	
Continuing exploration and development of permanency alternatives for child over 14		X	
Arrangement for/provision of life skill services for child over 14		X	
Require child participation in design of activities to prepare for transition to self-sufficiency.		X	
Issue monthly stipend payments to child, 16 years or older, with PPG of discharge to another planned living arrangement with a permanency resource.	X		
Assistance to establish contact with service providers and community resources	X	X	
Provision of written 90 day notice of discharge Services and supervision during trial discharge	X	X	
Post discharge supervision	X		
Transition plans	X	X	X
Consumer reports	X	X	
Legal Activities	X		
File petition for permanency hearing	X		
Complete permanency hearing report		X	
File permanency hearing report	X		
1089 Orders: Follow through on the necessary legal aspects of legally freeing a child for adoption.	X		
Adoption Activities	X	X	
Identification of appropriate adoptive home	X	X	
Recording of information (FASP, and movement, legal, adoption activities) in CCRS until implementation of CONNECTIONS Build 19	X		



## APPENDIX D

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

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
  - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
  - (b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
  - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
  - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
    - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
    - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
  - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
  - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.
  - (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person

for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and

- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
- (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- \* (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.
- \* (e) If the contractor does not comply with the equal opportunity

provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

\* (f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

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

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

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

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the

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

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

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

## APPENDIX E

### STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

#### Personnel

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

#### Notices

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

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

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

## Office Services

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

## GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.
- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.

- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
  - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
  - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that 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](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, 4<sup>th</sup> Floor

## PUBLICATIONS AND COPYRIGHTS

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

## PATENTS AND INVENTIONS

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

## TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State

Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during 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 AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

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

## CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

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

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity

selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

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

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

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

#### FISCAL SANCTION

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

- The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A 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.

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 waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

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

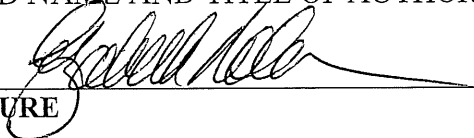
Hillside Children's Center

NAME OF CONTRACTED AGENCY

Elizabeth Nolan, Executive Director, Central Region

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE



1/18/17  
DATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Created 4-24-12

## ADDENDUM

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

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

215 Wyoming Street

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Syracuse, NY 13204

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

Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

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

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

**5. Non-Assignment Clause.**

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

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

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

**7. Non-Discrimination Requirements.**



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

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

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

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

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

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

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter,

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

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

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

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

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

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

**13. Governing Law.**

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

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

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

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

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

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

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

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

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

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

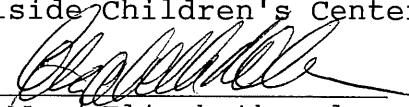
IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

**County of Oneida**

**Contractor**

Hillside Children's Center

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

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

Oneida County Executive

Name: Elizabeth Nolan  
Executive Director  
Central Region

Approved as to Form only

\_\_\_\_\_

Oneida County Attorney

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

**Lucille A. Soldato**  
Commissioner



**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

County Office Building, 800 Park Avenue, Utica, NY 13501

Phone (315) 798-5733 Fax (315) 798-5218

January 5, 2017

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

FN 20 17-115

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.

Enclosed is a Purchase of Services Agreement with Catholic Charities of the Diocese of Rochester through Catholic Family Center for Institutional Foster care and Adoption Placement.

The Institution provides specialized Institutional Foster Care and adoption services for those children who are unable to remain at home with their biological parents due to behavioral issues at home or in the community, voluntary transfers of custody to Oneida County Department of Social Services and children who have been determined by Family Court to be delinquent or persons in need of supervision.

The term of this Agreement is July 1, 2017 through June 30, 2018. New York State Office of Children and Family Services assigns the rates for the facilities. The maximum cost of this agreement will not exceed \$3,000,000.00. This amount is based on four youth placements at this facility, however, based on historical costs to this Contractor, the Department's annual anticipated cost should be approximately \$25,436.00 with a local cost of 30% or \$7,630.80.

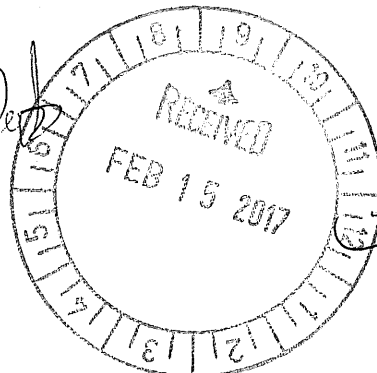
I am respectfully requesting that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/vlc  
Attachment



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

Anthony J. Picente,  
County Executive

Date: 3/15/17

# 95702

Oneida Co. Department Social Services

Competing Proposal \_\_\_\_\_

Only Respondent \_\_\_\_\_

Sole Source RFP \_\_\_\_\_

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

**Name of Proposing Organization:**

Catholic Charities of the Diocese of Rochester d/b/a Catholic  
Family Center  
87 N. Clinton Avenue  
Rochester, New York 14604

**Title of Activity or Services:** Institutional Foster Care for Children

**Proposed Dates of Operations:** July 1, 2017 through June 30, 2018

**Client Population/Number to be Served:** Children in need of Institutional Foster Care up to age 18  
or in some cases age 21.

**SUMMARY STATEMENTS**

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

To provide institutional foster care for those children under the age 18, or in some cases age 21, who have been adjudicated as a Person In Need of Supervision (PINS) or Juvenile Delinquent (JD) and those whose parents or legal guardians have voluntarily transferred custody to Oneida County Department of Social Services, or those children whose custody has been involuntary committed by the court to an authorized agency or a foster parent in accordance with section 384-b of the Social Services Law or article 6 of the Family Court Act.

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

Placement services including Family Foster Care and/or Institutional levels of care for children who are unable to remain at home with their biological parents due to behavior issues in the home or community, voluntary transfer of custody to Oneida County Department of Social Services or those children who have been determined by Family Court to be JD or PINS.

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

**Total Funding Requested:**

Rates are determined by New York State Office of Children and Family Services.  
The Daily rates approved for each Institution can be found in the attached summary.

**Oneida County Dept. Funding Recommendation:** \$3,000,000    Account #:A6119.495

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

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

\*\*As costs may fluctuate depending on the number of children placed with this provider, the percentages are based on historical costs. The \$3,000,000 maximum cost is based on four youth placements.

Federal	36.5 % =	\$ 9,284.14
State	33.5 % =	\$ 8,521.06
County	30.0 % =	\$ 7,630.80

**Cost Per Client Served:** The Department has contracted with this vendor since April 2016. Based on historical costs paid to this provider, the anticipated annual cost for this agreement is about \$25,436.00

**Past performance Served:**

**O.C. Department Staff Comments:** The Department contracts with a number of Institutions and or adoption service providers to ensure the availability of services when needed.

This Agency is going to provide Adoption Placement services for the Department.



**AGREEMENT  
FOR PURCHASE OF FOSTER CARE FOR CHILDREN**

This AGREEMENT, made and entered into by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as County), through its Department of Social Services (hereinafter referred to as Department) and Catholic Charities of the Diocese of Rochester, d/b/a Catholic Family Center, a foster care agency otherwise authorized by the New York State Office of Children and Family Services to provide foster care services with principal offices located at 1150 Buffalo Road, Rochester, New York 14624 and with facilities located at 87 N. Clinton Avenue, Rochester, New York 14604 (hereinafter referred to as Contractor or Agency).

WHEREAS, the Commissioner of Social Services of the County of Oneida, hereinafter referred to as Commissioner, is charged with the responsibility for the administration of all child welfare services in the County of Oneida pursuant to Section 395 et seq. of Social Services Law; and

WHEREAS, the Agency, under the terms of its corporate authority has the power to provide the services required to be performed pursuant to this Agreement; and

WHEREAS, the Department believes that the amount of funds to be paid to the Agency is reasonable and necessary to provide quality services;

NOW THEREFORE, in consideration of the mutual promises herein contained, the Department and the Agency mutually agree as follows:

**SECTION I: DEFINITIONS**

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

1. **ADULT PERMANENCY RESOURCE** shall mean a caring committed adult who has been determined by the Department to be an appropriate and acceptable resource for a child and is committed to providing emotional support, advice and guidance to the child and to assisting the child as the child makes the transition from foster care to responsible adulthood.
2. **AGENCY BOARDING HOME**, as defined in 18 NYCRR 441.2(i) and as described in 18 NYCRR Part 447, shall mean a family-type home for the care and maintenance of not more than six (6) children operated by an authorized agency, in quarters or premises owned, leased or otherwise under the control of such agency, except that such a home may provide care for more than six (6) brothers and sisters of the same family.
3. **AGENCY WITH DESIGNATED CASE PLANNING RESPONSIBILITY** is the Department or voluntary authorized agency of the assigned Case Planner.

4. **ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE** shall mean a permanency planning goal to assist foster care youth in their transition to self-sufficiency by connecting the youth to an adult permanency resource, equipping the youth with life skills and, upon discharge, connecting the youth with any needed community and/or specialized services.
5. **ASSIGNED ROLE** shall mean the role in the family services stage designated for each caseworker in the stage. The assigned role determines worker responsibilities and contract obligations of the worker's Department or Agency. Assigned roles are always initially designated by the Department and include: case manager, case planner, caseworker, and child protective services monitor. After a role is assigned to an Agency worker, it may be reassigned to another worker within that Agency.
6. **ASSOCIATED CASE WORKER** is a case worker, other than the case planner for the family, who is responsible for assessment, service provision, and planning for one or more specific child(ren) placed in the worker's Agency.
7. **AUTHORIZED AGENCY**, as defined in section 371(10)(a) and (b) of the Social Services Law, includes either a social services district, an Indian tribe that has entered into an agreement with the New York State Office of Children and Family Services to provide foster care, or a corporation organized under the laws of New York State and approved by the New York State Office of Children and Family Services to provide foster care.
8. **CASE CONSULTATION** shall mean the steps taken to assist in the development of the permanency hearing report and preparation for the permanency hearing in accordance with the standards set forth in 18 NYCRR 428.9(b) and (c).
9. **CASE INITIATION DATE (CID)** shall mean the earliest of:
  - a. the initial date of application for foster care services, mandated or non-mandated preventive services for children;
  - b. the date that a report to the Statewide Central Register of Child Abuse and Maltreatment is determined to be indicated;
  - c. the date of placement of a child in foster care pursuant to Article 3 or 7 of the Family Court Act or the date of removal of a child from his or her home which led to placement in foster care either pursuant to Article 10, 10-B or 10-C of the Family Court Act or section 383-c, 384 or 384-a of the Social Services Law or placement in the direct legal custody of a relative or other suitable person by the court pursuant to Article 10 of the Family Court Act; or
  - d. the date of a court-ordered preventive services or commitment of care, custody and/or guardianship of a child to the Department for placement with a voluntary authorized agency or foster parent.

- 10. CASE MANAGEMENT** shall mean those activities referenced in 18 NYCRR 428.2(b) related to overseeing all aspects of a case, including but not limited to: the making of timely and accurate eligibility determinations and service authorizations; following procedural safeguards regarding protection of the rights of the parents and child; providing care, maintenance and services appropriate to the child's needs; accepting voluntary placement agreements under appropriate circumstances; timely initiating all appropriate judicial proceedings; approving each family assessment and service plan; and timely and accurate entry of all data required to be entered in the Welfare Management System (WMS), the Child Care Review Service (CCRS), CONNECTIONS and any other Statewide automated child welfare information system designed by the New York State Office of Children and Family Services. Case management is always the responsibility of the Department.
- 11. CASE MANAGER** is an employee of the Department with responsibility to authorize the provisions of services; to approve client eligibility determinations according to 18 NYCRR 423.3(b), 430.9, 430.10 and 432.2; and to approve in writing or by electronic equivalent the family assessments and service plans, as defined in 18 NYCRR Part 428. The case manager is responsible for role assignment in the family services stage.
- 12. CASE PLANNING** shall mean those activities referenced in 18 NYCRR 428.2(c) necessary for provision, arrangement, coordination and evaluation of the services specified in the child and family's service plan. In addition, case planning includes referring the child and his or her family to providers of services as needed, and delineating the roles of the various service providers. Case planning responsibility also includes documenting client progress and adherence to the service plan by recording in the Uniform Case Record that such services are provided, as required by 18 NYCRR Part 428 and 18 NYCRR 430.9 through 430.12, and making casework contacts or arranging for casework contacts as required under 18 NYCRR 423.2(b)(3), 423.4(c)(1)(ii)(d)(2), 432.2 and 441.21.
- 13. CASE PLANNER** is the caseworker with the primary responsibility for providing, or coordinating and evaluating, the provision of services to the family. The case planner delineates the roles of the various service providers and requires collaboration among all the case workers assigned to the family services stage so that a single family assessment and service plan is developed. The case planner is responsible for the family assessment and service plan and its submission to the case manager for approval. There is a single case planner, who may be an employee either of the Department or the Agency, assigned per family services stage. The case manager may be assigned as the case planner and perform the dual roles of case manager and case planner, except for approval of the family assessment and service plan which becomes the responsibility of the case manager's supervisor in this instance.
- 14. CASE WORKER** is any additional Department or Agency staff other than case manager or case planner directly involved in a child welfare case who provides services to any

family member, or assesses, evaluates, makes casework contacts, and/or arranges or coordinates one or more aspects of service delivery. The case worker contributes to the development of the family assessment and service plan as directed by the case planner. There may be multiple case workers assigned to a family services stage.

15. **CHILD PROTECTIVE SERVICES MONITOR** is an employee of the Department's child protective service who is monitoring services being provided by someone other than a child protective service employee to the children and family named in an indicated report of child abuse or maltreatment.
16. **DEEMED TO HAVE A GOAL OF DISCHARGE TO ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE** shall mean any child sixteen (16) years of age or older who has resided in foster care for at least twelve (12) months within the past thirty-six (36) months and who has a goal of discharge to parents or relatives or adoption. The category "deemed to have a goal of discharge to another planned living arrangement with a permanency resource" requires the same services as if the child has a goal of discharge to another planned living arrangement with a permanency resource.
17. **DISCHARGE SERVICES** shall mean supervision services and may include the provision of, referral to, or coordination with other appropriate services, when the child has been returned to the home of his or her parents, other relatives, primary resource person or an adult permanency resource, as described in 18 NYCRR 430.12.
18. **FAMILY ASSESSMENT AND SERVICE PLAN** shall mean the assessment and analysis of the family members' strengths, needs and problems; and the plan for services, as required by 18 NYCRR Part 428.
19. **FAMILY SERVICES INTAKE** shall mean the CONNECTIONS stage for documentation of family information and events prompting the opening of a family services stage. A family services intake must be completed before a family services stage can be opened.
20. **FAMILY SERVICES STAGE** shall mean the CONNECTIONS stage for documentation of cases open for child welfare services. There can be only one (1) open family services stage for a family per social services district. The family services stage is linked to a family case that is comprised of all past and current stages for the family.
21. **FUNDING ELIGIBILITY** shall mean the initial determination of a family's eligibility for foster care services and required periodic re-determinations consistent with provisions of federal and State statutes and regulations, including but not limited to Title IV-E of the Social Security Act.

- 22. FOSTER CARE OF CHILDREN** shall mean all activities and functions provided relative to the care of a child away from his or her home twenty-four (24) hours per day in a foster family free home or a duly certified or approved foster family boarding home, or a duly licensed or certified group home, agency boarding home, child care institution, health care facility or any combination thereof. Foster care of children also means activities and functions relative to the care of a child away from his or her home twenty-four (24) hours per day in a home or facility operated or licensed by the New York State Office of Mental Health, New York State Office for People With Developmental Disabilities, , or the New York State Office of Alcohol and Substance Abuse Services in accordance with the provisions of section 398(6)(g)(2) of the Social Services Law and the memorandum of understanding between the New York State Office of Children and Family Services and such Office in accordance with Title IV-E of the Social Security Act.
- 23. FOSTER CHILD** shall mean a child who meets the criteria of 18 NYCRR 441.2(a). A foster child also includes a child placed in the care and custody of the Department as a destitute child in accordance with Article 10-C of the Family Court Act.
- 24. FOSTER FAMILY BOARDING HOME**, as defined in 18 NYCRR Part 443, shall mean a residence owned, leased, or otherwise under the control of a single person or family who has been certified or approved by an authorized agency or by the New York State Department of Mental Hygiene or the New York State Office of Children and Family Services to care for children, and such person or family receives payment from the Agency for the care of such children.
- 25. FOSTER PARENT** shall mean a person, other than the child's parent, stepparent, or legal guardian, but including a relative within the third degree to the child's parent or step-parent, who is certified or approved to board children who are in the care, custody or guardianship of an authorized agency or the New York State Office of Children and Family Services, and who are placed for temporary or long term care.
- 26. GROUP HOME**, as defined in 18 NYCRR 441.2(h) and as described in 18 NYCRR Part 448, shall mean a family-type home for the care and maintenance of not less than seven (7), nor more than twelve (12) children who are at least five (5) years of age, operated by an authorized agency, in quarters or premises owned, leased or otherwise under the control of such agency, except that the minimum age limitation is not applicable to siblings placed in the same facility nor to children whose mother is placed in the same facility.
- 27. INSTITUTION**, as defined in 18 NYCRR 441.2(f) and as addressed in 18 NYCRR Part 442, shall mean any facility operated by an authorized agency for the care and maintenance of thirteen (13) or more children.

28. **LIFE SKILLS SERVICES** shall mean services designated to assist foster children and former foster children to prepare for employment and post-secondary education, and to make the transition to responsible adulthood. Life skills services include, but are not limited to, structured programs of vocational training, life skills instruction, post discharge services and supervision until twenty-one (21) years of age.
29. **PERMANENCY HEARING REPORT** shall mean a sworn report as defined in section 1087 of the Family Court Act prepared in accordance with section 1089 of the Family Court Act in the form and manner as required by the New York State Office of Children and Family Services. The permanency hearing report must be filed with the court and submitted to the parties and other persons set forth in section 1089 of the Family Court Act no later than 14 days prior to each permanency hearing that includes, but not limited to, information regarding the health and well-being of the child, the reasonable efforts that have been made since the last permanency hearing to finalize the child's permanency plan and the recommended permanency plan for the child.
30. **PUBLIC CHARGE** shall mean a child whose income and resources, including available parental support, are insufficient to meet the total cost of foster care, including the cost of clothing and providing for the child's special needs.
31. **REFERRAL** shall mean a request made by the Department that the Agency provide a service for a public charge.
32. **PRIMARY RESOURCE PERSON** shall mean any individual related or unrelated to a child who is determined by the Department and the Agency to be an actual or potential source of support, care or assistance for the child.
33. **SERVICE PLAN REVIEW** shall mean a case conference, including at least the case planner or the child's caseworker and a third party reviewer. Efforts must be made to involve the child's parent(s), unless their rights to the child have been terminated, the child's guardian(s), the child ten (10) years of age or older, unless there is a documented reason related to the current necessity of placement why the child should not be involved, the child's current foster parent, caretaker relative or pre-adoptive parent and other participants to review and develop a service plan for the case in accordance with the standards set forth in 18 NYCRR 428.9 and 430.12(c)(2). A service plan review conference is required in order to complete the comprehensive assessment and service plan and family reassessment and service plan when a child is in foster care, except that a permanency hearing satisfies the requirements for a service plan review if such permanency hearing is held and completed within six (6) months of the previous service plan review.
34. **SUPERVISED INDEPENDENT LIVING PROGRAM** shall mean one or more of a type of agency boarding home operated or certified by an authorized agency in accordance with 18 NYCRR Part 449 to provide a transitional experience for older foster

children who, based on their circumstances, are appropriate for transition to the level of care and supervision provided in the program.

35. **SUPERVISION SERVICES** shall mean referral to or coordination with other appropriate available services for a child, until the child becomes twenty-one (21) years of age, when the child has been discharged to another planned living arrangement with a permanency resource as described in 18 NYCRR 430.12.
36. **THIRD PARTY REVIEWER** shall mean an administrator or other person not responsible for the case management or delivery of services to a case or in the direct line of supervision for that case. The third party reviewer is a required participant in service plan reviews.
37. **UNIFORM CASE RECORD** shall mean all documentation, both electronic and external, as required by 18 NYCRR Parts 428 and 466.

## **SECTION II: TERM OF AGREEMENT AND RENEWAL**

1. The term of this Agreement is from July 1, 2017 through June 30, 2018. If this Agreement is for a period in excess of twelve (12) months, the Department must review the Agreement on at least an annual basis for verification of conformance by the Agency and is continued for subsequent periods only if the Department determines that the Agreement continues to be in the best interest of the Department.
2. The parties hereto are under no obligation to renew this Agreement or to purchase or provide any care after the expiration of the term set forth herein or any renewal thereof, except as herein provided. Contractor should give notice in writing of its intention not to renew the Agreement at least six (6) months prior to the expiration of this Agreement.

## **SECTION III: SCOPE OF SERVICES**

1. It is mutually agreed between the Department and the Agency that the Agency shall provide foster care services and provide or obtain appropriate medical services in accordance with the standards prescribed by the New York State Office of Children and Family Services and as prescribed by federal and New York State laws and regulations, including, but not limited to Article 6 of the Social Services Law; 18 NYCRR Parts 427, 428, 430, 431 and 441-451; and the Program Narrative, which is attached hereto and incorporated herein as Schedule A.
2. The Agency warrants that it and its staff have all the necessary licenses, approvals and certifications currently required by the laws of any applicable municipality or local, state or federal government. The Agency further agrees to keep such required licenses, approvals and certificates in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames. The Agency shall promptly notify the Department of any

enforcement action taken with respect to such license, approval or certificate and any action the Agency is taking with respect thereto. The Department agrees to thereafter notify the New York State Office of Children and Family Services of such enforcement action and Agency remediation.

3. The Department shall be responsible for the determination of eligibility of children for foster care through all applicable funding streams pursuant to the regulations, policies and procedures of the New York State Office of Children and Family Services and applicable federal requirements. The Department shall also be responsible for the determination of eligibility for federal adoption assistance, State adoption subsidy or kinship guardianship assistance in accordance with applicable federal and State standards.
4. The Department shall be responsible for the initial and continued authorization of Medical Assistance eligibility and verification of citizenship or qualified immigration status of children in foster care pursuant to the regulations, policies and procedures of the New York State Office of Children and Family Services, and the New York State Department of Health and applicable federal requirements. The Department shall be responsible for the review of the status of Medical Assistance eligibility and authorization of continuous coverage for Medical Assistance for children in foster care at the time of discharge from foster care.
5. The Agency agrees to provide foster care for children in accordance with the Program Narrative and rates of payment appended to this Agreement as Schedules A and B. These rates are to be negotiated in accordance with the regulations of the New York State Office of Children and Family Services.
6. The Agency and the Department must cooperate in collecting and entering data into the child welfare information systems (WMS, CCRS and/or CONNECTIONS) and any other statewide automated child welfare information system designated by the New York State Office of Children and Family Services in the form and manner required by the New York State Office of Children and Family Services. The Agency will provide such information to said data system as is required by the Department. The Agency, at the option of the Department, agrees to record information in WMS and CCRS, as required, until CONNECTIONS is implemented by the Department.
7. To the extent that CONNECTIONS is implemented in the local district, as determined by the New York State Office of Children and Family Services, CONNECTIONS shall be the system of record and the Agency must enter and maintain required child welfare information, including but not limited to, person and family information, periodic family assessment and service plans, plan amendments, and Progress Notes in CONNECTIONS. The Agency must review all current information about its cases that is recorded by other workers in the family services stage. As additional components of CONNECTIONS are implemented in the district, as determined by the New York State Office of Children and



Family Services, during the duration of this Agreement, CONNECTIONS will be the system of record in regard to such components and the Agency must enter and maintain required child welfare information in CONNECTIONS.

8. Once CONNECTIONS is implemented in the local district, the Agency may not use its own internal system in lieu of CONNECTIONS. The Agency agrees to comply with applicable statutory and regulatory standards for recording child welfare information including, but not limited to, 18 NYCRR Parts 428 and 466.
9. The Agency must keep all CONNECTIONS equipment secure from theft and unauthorized use.
10. The Agency shall not discriminate against employees, applicants for employment, or applicants for or recipients of services because of race, creed, color, national origin, gender, age, disability, marital status or sexual orientation.
11. The Department and Agency agree to provide the following in relation to each child covered by this Agreement. Department options are identified in Schedule C, which is attached hereto and incorporated into this Agreement.

#### **A. STANDARDS RELATED TO PLACEMENT**

##### **1. Intake for Family Services**

The Department, or the Agency at the option of the Department, will complete the family services intake, including but not limited to:

- a. completion of the Application for Services (DSS-2921);
- b. entry of demographic information into CONNECTIONS to create the Uniform Case Record Face Sheet;
- c. completion of all required CONNECTIONS Intake components; and
- d. performance of a person and case search to relate known persons and cases, unless the Department specifically retains this responsibility.

In the event the Agency completes the family services intake, the Agency must submit said intake to the Department for acceptance within (5) [but no more than five (5)] days of taking the intake or the day upon which the child entered the Agency, whichever is earlier.

In the event that a child in the custody of the Department is placed by the court directly into the care of the Agency, or in the event a child in the custody of the New York State Office of Children and Family Services is placed directly into the care of the Agency, the Agency must complete the family services intake as described above and submit it to the Department for acceptance within (5) [but

no more than five (5)] days of the day upon which the child entered that agency.

## 2. Opening of a Family Services Stage and Designation of Case Planner

Only the Department can open a family services stage. When the Department completes or accepts a family services intake, the Department will stage progress the family services intake to a family services stage and assign a worker role to the Agency that identifies Agency responsibilities in the family services stage.

The Department will open the family services stage and assign an Agency worker as either case planner for the family or case worker for the child at the time of the child's admission to the Agency or within (5) [but no more than five (5)] days of submission of the family services intake.

The Department will enter in CONNECTIONS the names and roles of any other case workers and service providers assigned to the case.

The provisions of this paragraph also apply to a child placed solely in the legal custody of the Commissioner of the New York State Office of Children and Family Services who is placed directly in the care of the Agency. For foster children placed solely in the legal custody of the Commissioner of the New York State Office of Children and Family Services and cared for by the Agency, the Department shall assign a role of case planner or case worker, as appropriate, in the Family Services stage to the Agency, and a role of case worker to the New York State Office of Children and Family Services within five (5) days of the family services intake. For those children in the legal custody of the Commissioner of the Department who are subsequently also placed into the legal custody of the Commissioner of the New York State Office of Children and Family Services and placed by the court in the care of the Agency, the Department shall determine and assign the case planner and the role of case worker to any other Agency staff and staff of the New York State Office of Children and Family Services, as appropriate, within five (5) days of intake. Such children shall be identified to be in the "joint custody" of the Commissioner of the Department and the Commissioner of the New York State Office of Children and Family Services.

## 3. Case Initiation Date (Day 1)

CONNECTIONS will calculate the Case Initiation Date (CID), in accordance with 18 NYCRR Part 428. The CID will be designated and displayed in CONNECTIONS as soon as a child protective services report is indicated, or upon worker entry of the date of application for services, date of removal/placement (depending on the category of foster care placement), or date of court-ordered services. The system will use the earliest of these dates as the

CID.

#### 4. Designation of Program Choice and Permanency Planning Goal

The Department or the Agency with designated case planning responsibility, at the option of the Department, must initially set child program choice(s) and a permanency planning goal. Where the Agency with designated case planning responsibility must initially set child program choice(s) and a permanency planning goal, the Agency with designated case planning and the Agency of the associated case worker must review and update program choice(s) and a permanency planning goal in CONNECTIONS, as appropriate, prior to opening each family assessment and service plan. The case planner, or the associated case worker at the direction of the case planner, must record programmatic eligibility for foster care placement and preventive services within each family assessment and service plan, while the Department must determine eligibility for all applicable funding streams.

The Department will remain responsible for reviewing the child's permanency planning goal throughout the foster care episode and will make a determination as to whether the permanency plan goal for each child is appropriate and that the Agency has considered all appropriate options for discharge, including:

- a. return to parent or guardian;
- b. adoption;
- c. legal guardianship or legal custody;
- d. placement with a fit and willing relative; or
- e. placement in another planned living arrangement that includes a significant connection to an adult who is willing to be a permanency resource for the child, if there is a compelling reason for determining that it is not in the best interests of the child to have any of the discharge options noted in a-d above. Another planned living arrangement includes either discharge to another planned living arrangement with a permanency resource or adult residential care.

The Department will notify the Agency with designated case planning responsibility if the Department requires a change to the permanency planning goal or if the permanency goal is modified by the court.

#### 5. Initial Family Assessment & Service Plan

The Agency with designated case planning responsibility must complete the initial family assessment and service plan and submit it to the case manager for approval no later than ten (10) days prior to the due date of the initial family assessment and service plan. The family assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case

manager.

The Agency of the associated case worker must complete the initial family assessment and service plan components including case update, child strength, needs and risk scales, foster care issues, assessment analysis, and service plan outcome and activity blocks for the associated child, within the time period directed by the case planner.

Where there is a program choice of child protective, the case planner is responsible for the completion of the safety and risk assessment components of the family assessment and service plan, unless the child protective services worker/monitor is so designated by the Department. Completion of the safety and risk assessments is the responsibility of the case planner in non-protective cases.

If the Department places the child with the Agency within fifteen (15) days prior to the due date, or after the due date, of the initial family assessment and service plan, the Department will retain the role of case planner and such designated worker will complete the initial family assessment and service plan and submit it to the case manager for approval before assigning the Agency as designated case planner. A worker designated by the Agency will be assigned the role of caseworker in the interim. Where the Department case manager is also serving as case planner, the family assessment and service plan must be submitted to the case manager's supervisor for approval.

The provisions of this paragraph and paragraphs (6) and (7) of the section dealing with "Standards Related to Placement" also apply to a foster child solely in the legal custody of the New York State Office of Children and Family Services who is placed directly in the care of the Agency. For a foster child placed solely in the legal custody of the New York State Office of Children and Family Services and cared for by the Agency, the Agency shall submit the family assessment and service plan to both the Department and the New York State Office of Children and Family Services for approval. The Department will have the ministerial CONNECTIONS role of case manager and the New York State Office of Children and Family Services will have the programmatic and functional role of case manager over such children. For children in the "joint custody" of the Commissioner of the Department and the New York State Office of Children and Family Services, the Agency shall submit the family assessment and service plan to both the Department and the New York State Office of Children and Family Services for approval. To the extent that the child is in the legal custody of the Commissioner of the Department, the Department, in cooperation with the New York State Office of Children and Family Services, retain the programmatic and functional role of case manager for such children.

#### 6. Comprehensive Family Assessment & Service Plan and Subsequent Reassessment Family Assessment & Service Plans

The Agency with designated case planning responsibility must complete the ninety (90)-Day comprehensive family assessment, the first family reassessment

and service plan no later than two hundred and ten (210) days from the case initiation date and each six (6)-month subsequent family assessment and service for the case as long as the Agency is the designated case planner and the child remains in the care of that Agency, unless the child entered the care of the Agency within thirty (30) days prior to the date the comprehensive or reassessment family assessment and service plan is due.

If the child was previously in the care of another Agency that had case planning responsibilities, and entered the care of the Agency within thirty (30) days prior to the date the family assessment and service plan is due, the Agency with previously designated case planning responsibility must complete the family assessment and service plan for that period and reassignment of the case planner role will be delayed until after its approval. If the child was not previously in care but entered the care of the Agency within thirty (30) days prior to the date the family assessment and service plan is due, the Department will complete the family assessment and service plan for that period and delay reassigning the case planner role until after its approval.

The Agency with designated case planning responsibility must complete the appropriate family assessment and service plan and submit it to the case manager for approval no later than ten (10) days prior to the date it is due as specified in 18 NYCRR Part 428. The family assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case manager. The Agency of the associated case worker must complete the family assessment and service plan components including case update, child strength, needs and risk scales, foster care issues, assessment analysis, and service plan outcome and activity blocks for the associated child, within the time period directed by the case planner.

Where there is a program choice of child protective, the case planner is responsible for the completion of the safety and risk assessment components of the family assessment and service plan, unless the child protective services worker/monitor is so designated by the Department. Completion of the safety assessment is the responsibility of the case planner in non-protective cases.

The Department case manager will review and either approve or reject the family assessment and service plan no later than five (5) days following the submission of any family assessment and service plan.

If, after reviewing any family assessment and service plan, the Department disagrees with the assessment or the plan of services, the Department will contact the Agency with case planning responsibility within five (5) days of submission of the family assessment and service plan to discuss the area(s) of disagreement and necessary revisions. The modified family assessment and service plan, containing the revisions as agreed to by both parties, must be resubmitted by the

Agency with case planning responsibility to the case manager for approval within five (5) days of the rejection of the family assessment and service plan. The assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case manager.

#### 7. Plan Amendment/Status Changes

If one of the following changes in program status occurs after completion of the initial, comprehensive or reassessment family assessment and service plan, and before the subsequent family assessment and service plan can be opened on the system, a plan amendment must be completed and submitted to the case manager for approval as required by 18 NYCRR Part 428:

- a. Preventive services are started for a child;
- b. Preventive services are ended for a child;
- c. Case open to CPS;
- d. Case closed to CPS;
- e. A child is removed from his or her home and enters or reenters foster care;
- f. A child is moved from one foster care setting to another;
- g. A child is removed from his or her home and is placed in the direct custody of a relative or other suitable person pursuant to Article 10 of the Family Court Act;
- h. A child becomes legally freed for adoption;
- i. A child is discharged (trial or final) from foster care, including finalization of adoption; or
- j. At the Department's option, the Agency must complete a plan amendment for a change to the visiting plan for a child, or for any other status change the Department so delegates.

The Agency with designated case planning responsibility or the Agency of the associated case worker of the relevant child, as determined by the Department, must complete the plan amendment as appropriate in accordance with the standards set forth in 18 NYCRR 428.7. The Agency with designated case planning responsibility must submit the plan amendment. The plan amendment must be approved by the case planner's supervisor prior to its submission to the case manager.

If a status change occurs subsequent to completion of the initial family assessment and service plan, it must be documented and approved by the Department within thirty (30) days of the change, except for when a case is opened for child protective services or child protective services are ended for a case, which must be documented and approved by the social services district having case management responsibility for the case within seven (7) days of the change. Except for the status changes referenced in (E) and (G) above, any other status change that occurs at the time of, or within sixty (60) days prior to, the due date of

the next family assessment and service plan, the status change may be documented and approved as part of the next family assessment and service plan. Documentation within the family assessment and service plan must include all information regarding the status change required by the New York State Office of Children and Family Services. Such documentation must be provided in the form and manner as required by the New York State Office of Children and Family Services and, where appropriate or where a child has been removed from his or her home, must include a visiting plan and an update of the service plan for the family.

Documentation of status changes, whether on the plan amendment or within the family assessment and service plan, must include all information regarding the status change required by the New York State Office of Children and Family Services and, where appropriate, include an update of the service plan for the family.

#### 8. Progress Notes

The Agency must maintain Progress Notes as required by 18 NYCRR 428.5. Progress Notes must be recorded in CONNECTIONS. The Agency must also review all current information about its cases that is recorded by other workers in the family services stage.

#### 9. Maintenance of Current Information

The Agency is responsible for keeping demographic and tracked child detail information regarding the child and his/her family updated in CONNECTIONS. This includes designation of primary and secondary caretakers, maintenance of the family relationship matrix, and recording of child program choice(s) and permanency planning goal.

#### 10. CONNECTIONS/UCR

The intake, family assessment and service plan, plan amendments, service plan reviews and Progress Notes must be recorded, submitted, approved, and maintained through CONNECTIONS.

#### 11. Provision of Client Services

When any approved family assessment and service plan identifies needed services which the Agency does not provide, the Department, upon confirmation of the need for services, will directly provide or arrange for provision of those services to the clients.

## 12. Legal Activities

### a. 358-a Petitions

If the child enters foster care pursuant to a voluntary placement agreement executed pursuant to section 384-a of the Social Services Law or a surrender executed pursuant to section 384 of the Social Services Law, the Department is responsible for the filing of the 358-a petition for court approval of the voluntary agreement or surrender within the time frames specified in section 358-a of the Social Services Law.

### b. Permanency Hearings

- i. Permanency hearings must be held in accordance with the standards set forth in the Social Services Law and the Family Court Act.
- ii. For foster children placed pursuant to Article 10 or Article 10-C of the Family Court Act, sections 384 and 384-a of the Social Services and all foster children completely freed for adoption, the following standards apply: 1) the initial permanency hearing for a child completely freed for adoption must be commenced no later than thirty (30) days after the hearing at which the child was freed and must be completed no later than thirty (30) days after commencement; 2) the initial permanency hearing for a child who is not completely freed for adoption must be commenced on the date certain established by the court that may be no later than six (6) months from the date that is sixty (60) days after the child was removed from his or her home and must be completed within thirty (30) days after commencement; and 3) all subsequent permanency hearings must be commenced on the date certain established by the court that may be no later than six (6) months from the completion of the previous permanency hearing and must be completed with thirty (30) days after commencement.
- iii. The Department shall be responsible for the completion and the submission of the permanency hearing report required in accordance with Article 10-A of the Family Court Act, unless otherwise expressly specified by this Agreement.
- iv. For foster children placed pursuant to either Article 3 or 7 of the Family Court Act who are not freed for adoption the following standards apply: 1) the initial permanency hearing must be held no later that within twelve (12) months of the date the child is considered to have entered foster care or at an earlier date as required by State law or the court (for the purposes of this Agreement, a child is considered to have entered



foster care pursuant to Article 3 or 7 on the date that is sixty (60) days after the child was removed from his or her home); and 2) all subsequent permanency hearings must be held every twelve (12) months from the preceding permanency hearing or at an earlier date as required by State law or by the court. Unless otherwise specified, the Department will file the petition for a permanency hearing.

- v. For all categories of placements, the Agency agrees to provide the designated Department case manager with all requested documents determined by the Department as necessary to support a petition for a permanency hearing or the permanency hearing report, as applicable and the Agency must provide the Department with such documentation in support of the (permanency hearing/extension) petition or the permanency hearing report at least thirty (30) days prior to the date the Department must submit the permanency hearing report or file the petition with the court.

c. Section 1089 Orders

The Department or Agency in receipt of an order of disposition issued pursuant to section 1089 of the Family Court Act must notify the other of such disposition. Such notice must be provided within ten (10) days of the receipt of the court's disposition or no later than five (5) days prior to any necessary action, whichever is earlier. The Agency must comply with the dispositional decisions, unless such decisions involve an order to finalize an adoption proceeding, in which case compliance is the responsibility of the Department.

If the Department or the Agency receives an order from the Family Court pursuant to section 1089 of the Family Court Act requiring diligent efforts or an order to initiate a proceeding to legally free a child for adoption, the Department or the Agency will notify the other in writing or electronically of the order and send a copy of the order to the Department or Agency. Notification will take place within ten (10) days of the receipt of the order. Once the Agency is notified of the court order, it is the Agency's responsibility to comply with the court order through working with the child and the family in regard to the exercise of diligent efforts. It is the responsibility of the Department or the Agency, at the option of the Department, to follow through on the necessary legal aspects of legally freeing a child for adoption.

d. Other Court Orders

The Department or Agency in receipt of any dispositional order of the court must notify the other of such disposition within ten (10) days of the receipt of

the court's disposition, or no later than five (5) days prior to any necessary action, whichever is earlier. The Department will determine whether the Department or the Agency is responsible for carrying out orders of the court and so notify the Agency. The Agency must comply with any such orders so designated as their responsibility.

e. Agency Cooperation

The Agency agrees to provide appropriate staff as requested by the Department to testify in court in support of permanency goals or petitions for the extension of, or challenges to placement or in any other court proceedings where the testimony of staff of the Agency is deemed necessary by the Department. The Agency agrees to provide appropriate staff as requested by the Department to testify in court in support of a determination that reasonable efforts were made to finalize the foster child's permanency plan or to enable the foster child to return home safely.

f. Recording of Legal Activities

The Department, or the Agency at the option of the Department, must enter information regarding all filed legal petitions, court hearings and their resulting orders into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS legal functionality is implemented in the Department's district, as determined by the New York State Office of Children and Family Services, legal petitions, hearings and orders must be recorded in CONNECTIONS.

13. Registration and Photo Listing

The Agency must register and/or photo list with the New York State Adoption Service (NYSAS) any child in its care who is freed for adoption after the child enters the care of that Agency consistent with the standards and within the time frames specified by law and regulation including 18 NYCRR Part 420. If the Agency requires information from the Department for such registration and/or photo listing, it must notify the Department in writing of the information required. At the time the appropriate forms are sent to NYSAS, copies of the forms must also be sent to the Department.

The Agency must register with NYSAS any person who has applied to adopt a handicapped or hard to place child in accordance with the standards set forth in section 372-b(2-a) of the Social Services Law and 18 NYCRR Part 424.

The Department, or the Agency at the option of the Department, must enter

information regarding adoption activities into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS adoption functionality is implemented in the Department's district, as determined by the New York State Office of Children and Families, registration and photo listing must be recorded, maintained, submitted and approved through CONNECTIONS, as specified in Schedule C.

**B. STANDARDS RELATING TO NECESSITY AND APPROPRIATENESS OF PLACEMENT**

1. Necessary Activities Prior to Placement.

If a child at risk of placement is unknown to the Department or is a sibling of another child who is currently in the care of the Agency, the Agency must notify the Department of an impending foster care placement within five (5) days of the identification of the child as being at risk of care so the Department can authorize the preventive services to be provided by the Agency and/or direct the Agency to locate alternative living arrangements for the child, as appropriate.

If authorized by the Department, the Agency must offer preventive services to the child and the child's family prior to the child's foster care placement and attempt to locate safe alternative living arrangements, pursuant to 18 NYCRR Section 430.10.

2. Necessity and Appropriateness of Placement.

The Department will require that the Agency with designated case planning responsibility, or the Agency of the associated case worker, document sufficient assessment information as required by 18 NYCRR 430.10 and 430.11 in the family assessment and service plan to justify the placement of the child into foster care and to justify the placement of a child into a specific type or level of placement. Such assessment must address the issue of educational stability of the foster child in accordance with 18 NYCRR 430.11(C)(1)(i) with regard to the initial and each subsequent foster care placement. If the placement does not meet the standards set out in 18 NYCRR 430.11 for that specific type/level of care, the Department will so notify the Agency and request modified and updated assessment information.

3. Continued Necessity and Appropriateness of Placement.

The Department will require that the decision to continue a child in a foster care setting and the decision to transfer a child to a specific type/level of placement are made pursuant to 18 NYCRR 430.10 and 430.11.

The Agency with designated case planning responsibility, or the Agency of the associated case worker, as determined by the Department, must document sufficient assessment information as required by 18 NYCRR 430.10 and 430.11 in the family assessment and service plan to warrant the continued placement of the child in foster care. If applicable, such documentation must justify the placement of the child in a more restrictive level of care than where the child was previously placed, and/or document compliance with the continuity of environment standards set forth in 18 NYCRR Section 430.11 if a change in placement has occurred since the prior family assessment and service plan review.

The Agency also must provide, or arrange for, services that attempt to alleviate the circumstances or needs of the child or the child's family that may be causing the child's placement.

### **C. DILIGENCE OF EFFORT**

#### **1. Consistency.**

The Agency with designated case planning responsibility and the Agency of the associated case worker must verify and document that the service goals and tasks included in the family assessment and service plan for the child and/or family are related to the specific needs exhibited by the child and/or family which contributed to the child's eventual placement in care. The Agency must complete the family assessment and service plan for the child and/or family with supporting, relevant documentation.

#### **2. Service Plan Review**

The Agency with designated case planning responsibility, or other agency specified by the Department, must convene and hold the review panel for each service plan review in compliance with 18 NYCRR 430.12(c)(2) no earlier than sixty (60) days; but no later than ninety (90) days from the date the child was removed from his or her home, or where the child is placed in foster care pursuant to Article 3 or 7 of the Family Court Act, no earlier than sixty (60) days, but no later than ninety (90) days from the date the child was placed in foster care. The case planner or other convener is responsible for notifying the Department at least two (2) weeks prior to the scheduled review date and for inviting the case manager, and child protective services monitor if applicable, to attend the service plan review.

The Agency with designated case planning responsibility, or the Department at its option, is responsible for locating an independent third party reviewer to attend and participate at the service plan review. The Agency with designated case planning responsibility is responsible for inviting other case workers and service

providers to the service plan review and obtaining their input into the service plan.

The Agency with designated case planning responsibility must make efforts to involve all required participants in the development and review of the service plan and at the case service plan review conference in compliance with 18 NYCRR 430.12(c)(2)(i)(a).

The Agency with designated case planning responsibility is responsible for inviting each participant in writing, or by electronic notice if the invitee has access to CONNECTIONS, at least two (2) weeks prior to the service plan review. The Agency must hold service plan reviews by the family assessment and services plan submission date in all cases.

A permanency hearing satisfies the requirements for a service plan review if such permanency hearing is held and completed within six (6) months of the previous service plan review.

In accordance with 18 NYCRR 430.12 (c)(2)(i)(b), when possible, the Agency with designated case planning responsibility representative must, no later than thirty (30) days after the date of the service plan review, make face-to-face contact with the invited participants who were unable to attend the service plan review. At the face-to-face contact, the Agency must provide the participants with the information required by 18 NYCRR 430.12 (c)(2)(i)(b).

If the face-to-face contact is not possible, the Agency must send the invited participants a letter informing them that the service plan review was held and that a copy of the service plan and all other information required by 18 NYCRR 430.1(c)(2)(i)(b) will be made available to them upon request, provided, however, a copy of the service plan must be given to the child's parent(s).

The Agency must document in CONNECTIONS that each of the above requirements has been met.

### 3. Case Consultation

The Agency with designated case planning responsibility, or other specified agency at the option of the Department, must satisfy the case consultation requirements set forth in 18 NYCRR 428.9 for each child defined in section 1087 of the Family Court Act in preparation for each permanency hearing held in accordance with Article 10-A of the Family Court Act, including those where the permanency hearing will satisfy the requirement for the service plan review.

The case consultation must be conducted no earlier than sixty (60) days, prior to the date certain of the permanency hearing and must be completed with sufficient time to finalize and submit the permanency hearing report at least fourteen (14)

days before the date certain for the permanency hearing.

The Agency with designated case planning responsibility, or other agency specified by the Department, must comply with the standards relating to participation, purpose and documentation of the case consultation process, as set forth in 18 NYCRR 428.9(b)-(c).

#### 4. Casework Contacts

The Agency with designated case planning responsibility and the Agency of the associated case worker must maintain casework contacts with the child, the child's current foster care caretaker (or provider) and the child's parent or relative once the child enters the Agency's care. Casework contacts must be provided in accordance with 18 NYCRR 430.12(c)(3) and 441.21.

The Department has the option, on a case-by-case basis, to continue to provide case planning services and make casework contacts with the family. If the Department chooses to exercise this option, it will notify the Agency at the time the case is referred to the Agency and the Agency will be assigned the role of case worker.

#### 5. Visitation.

The Agency with designated case planning responsibility and where there is one or more children placed in an Agency other than the Agency with case planning responsibility, the Agency of the case worker associated with the child will be responsible for facilitating visitation between the child and the child's parent and/or sibling(s), as required by 18 NYCRR 430.12(d)(1) and 431.10(e).

The Department has the option on a case-by-case basis to continue to provide services to the parents, siblings or relatives and to maintain the responsibility for facilitating the parent-child visitation. If the Department chooses to exercise these options, the Department will so notify the Agency no later than ten (10) days after the child's admission to the Agency.

#### 6. Time in Foster Care

If the child has a permanency planning goal of return to parents or relatives, the Department is responsible for reviewing the child's placement and court related information in CONNECTIONS and/or CCRS to take required actions under federal and New York State statute and regulation, including but not limited to, those requirements relating to permanency planning and/or the filing of a petition to terminate parental rights, as set forth in section 384-b(3)(1) of the Social Services Law and 18 NYCRR 430.12(e) and 431.9.

The Department will notify the Agency to review the case to determine if preventive services could aid in the discharge of the child, and to make a recommendation to the Department. If preventive services are authorized by the Department and cannot be provided by the Agency, the Department will notify the Agency regarding which specific agency is to provide such services.

7. Unplanned Termination.

Termination of Placement - The Agency must give the Department a minimum of a fifteen (15) days prior written notice of its intention to request the removal of a child in the Agency's care. Should termination of placement be necessary for any reason for a child specifically placed with the Agency by court order, the Department will seek termination or modification of the placement order in the appropriate Family Court.

At the point that the Agency can no longer provide for a child at the appropriate type and level of placement needed by the child within its own facilities, the Agency must notify the Department. The Department will thereafter conduct a diligent search of potential placement resources appropriate for the child within New York State, refer the child to any appropriate identified resource, and provide updates to the Agency. At the point the search has been exhausted, a conference will be held by the Department case manager with the Agency. Following such conference, a notice of termination of placement with the Agency may be given by the Agency to the Department pursuant to the agreements reached at the conference.

**D. DISCHARGE TO ADOPTION/KINSHIP GUARDIANSHIP**

1. Placement in Adoptive Home

If the child has a permanency planning goal of discharge to adoption, the Agency, at the option of the Department, will locate an appropriate adoptive home for the child and place the child in such home with the knowledge and consent of the Department within the time frames set forth in 18 NYCRR 430.12(e). The Agency must not delay or deny placement of a child freed for adoption with otherwise suitable approved adoptive parents on the basis that the approved adoptive parents reside in a state or county different from that of the authorized agency with custody and guardianship of the child. The Agency agrees to comply with the standards forth in the Howard M. Metzenbaum Multiethnic Placement Act of 1994 (P.L. 103-382), as amended by the Small Business Job Protection Act of 1996 (P.L. 104-188) relating to the placement of children in foster care and adoption.

## 2. Finalization of Adoption

a. If the permanency plan for the child is adoption or placement in a permanent home other than that of the child's parent and the Agency is an approved adoption agency, the Agency must document in Progress Notes and in the family assessment and service plan, the steps taken to find an adoptive family or other permanent living arrangement for the child; to place the child directly or through another authorized agency with an adoptive family, a fit and willing relative, a legal guardian/legal custodian, including through a kinship guardianship arrangement or in another planned permanent living arrangement; and to finalize the adoption or legal guardianship/legal custody. At a minimum, such documentation must include child specific recruitment efforts such as the use of state, regional, and national adoption exchanges including electronic exchange systems. Such documentation must reflect reasonable efforts to place the child in a timely manner and to finalize the placement of the child.

b. If an Agency is not an approved adoption agency, and the Department will conduct the adoption home study for the Agency foster parent. The Agency must make every effort to provide the Department with all documents necessary for approval of the foster home as an adoptive home, including, but not limited to recent medical records, criminal history record summaries, Statewide Central Register data base checks, the Justice Center for the Protection of People with Special Needs category one substantiated findings checks as set forth in section 495 of the Social Services Law, home study documentation, child social summary, and agency caseworker recommendations.

c. The Agency must provide information regarding the adoption subsidy and non-recurring adoption expenses programs to foster parent(s) and prospective adoptive parent(s) upon request and at the time a proceeding to free the child for adoption has been commenced or a child is identified to prospective adoptive parent(s), in accordance with 18 NYCRR 421.24 (b). At the time of an adoptive placement, the Agency must provide an adoption subsidy and non-recurring adoption expenses agreement to any person(s) who desires to apply for an adoption subsidy and must send the completed subsidy and non-recurring adoptions expenses agreement and all relevant agency documentation to the Department for final approval within fifteen (15) days of receipt of the completed subsidy agreement. The Department, if authorized, will approve or reject the adoption subsidy and non-recurring adoption expenses agreement within thirty (30) days of its submission, or if the Department is not authorized, will send it to NYSAS for final approval.

d. The Agency, or the Department at its option, must enter information regarding all adoption activities into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS adoption functionality is implemented in the Department's district, as determined by the New York State Office of Children and Family Services, adoption activities must be recorded, submitted and approved in CONNECTIONS.



#### 4. 3. Kinship Guardianship Assistance

Where the foster child is placed with a relative foster parent and the foster child's permanency plan is placement with such relative with the receipt of kinship guardianship assistance payments, the Agency must comply with the case documentation requirements set forth in 18 NYCRR 428.5(c)(12).

### **E. DISCHARGE TO ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE**

#### 1. Setting of Goal

The goal of 'Place in another planned living arrangement with a permanency resource' may be set in accordance with the requirements of 18 NYCRR 430.12(f).

#### 2. Preparation for Discharge

The Agency is responsible for assessing the life skills of all foster children fourteen (14) years and older at least every six (6) months and documenting within the family assessment and service plan, the child's progress toward attaining each life skill outcome.

The Department, or the Agency at the option of the Department, must provide, or arrange for the provision of, life skills services to all foster children fourteen (14) years of age and older, regardless of the child's permanency planning goal.

The Department, or the Agency at the option of the Department, must require that foster children fourteen (14) years of age and older participate directly in designing their own program activities to prepare them for discharge and that the child accept personal responsibility for satisfying his or her part of the program.

The Agency must document the type of service and/or instruction provided, and the provider of the service/instruction in the case record, consistent with 18 NYCRR Parts 428 and 430.

The Department, or the Agency if authorized by the Department, must issue monthly stipend payments to each foster child sixteen (16) years of age or older with a permanency planning goal of discharge to another planned living arrangement with a permanency resource or deemed to have a goal of discharge to another planned living arrangement with a permanency resource and who is actively participating in life skills services according to his/her service plan in conformance with 18 NYCRR 430.12(f)(2)(i)(b). The Department will provide or arrange for the provision of a monthly stipend payment to each eligible child.

The Department, or the Agency at the option of the Department, must identify any persons, services and agencies which will help the child maintain and support himself / herself in the community, and must assist the child to establish contact with such agencies, service providers and persons and prepare the child to use such community resources.

The Department, or the Agency at the option of the Department, must provide for regular and continuous exploration and development of permanency alternatives for all foster children over fourteen (14) years of age, including foster children over fourteen (14) who have previously refused adoption. The Department, or the Agency at the option of the Department, must document the specific efforts to identify and nurture a permanent family connection or other adult permanency resource who is determined to be an appropriate and acceptable resource for the child and is committed to providing emotional support, advice and guidance to the child and to assist the child as the child makes the transition from foster care to responsible adulthood.

The Department, or the Agency at the option of the Department, is responsible for providing a written notice of discharge to the child at least ninety (90) days prior to the child's discharge in accordance with 18 NYCRR 430.12 (f).

At the time of the Ninety (90) Day Notice, the Department or the Agency, as determined by the Department, must address the following issues related to the child's safety, permanency, and well-being upon discharge:

- a. appropriate housing that is expected to be available for at least 12 months from the date of discharge is secured;
- b. the child has a sufficient source of income;
- c. medical coverage is available to the child upon discharge for preventive health care and identified physical, mental, dental health and prescription needs;
- d. medical assistance coverage for the child will continue uninterrupted until a final determination that the child is ineligible has been made, with notice to the child of the final determination and of the right to a fair hearing to contest the determination;
- e. arrangements have been made for the child to receive essential documents such as birth certificate, social security card, medical records, and education records at the time of discharge;
- f. an adult permanency resource is available or is being sought to provide emotional support/advice/guidance upon the child's discharge;
- g. any safety concerns related to the child's discharge from foster care are being addressed; arrangements have been made with service providers for services that the child will need upon discharge; and

- h. the child has been advised of the services that will be available to him/her upon discharge from foster care until he/she attains the age of twenty-one (21).

The information regarding these issues must be updated at the time of trial discharge, and again, at final discharge. The Department or the Agency, as determined by the Department, is responsible for documenting the above information in a plan amendment or family assessment and service plan.

### 3. Trial Discharge

The Department or the Agency at the option of the Department and at a rate that is applicable with the provision of trial discharge/aftercare services, must provide trial discharge/aftercare services, as required in 18 NYCRR 430.12(f)(4)(i)(a), including casework contacts, to every child discharged to another planned living arrangement with a permanency resource and every child deemed to have been discharged to another planned living arrangement with a permanency resource for at least six (6) months after discharge. The child will remain in the custody of the Department during the entire period of trial discharge. Trial discharge may continue at the discretion of the Department up to the age of twenty-one (21) if the reassessment and service plan review indicates either the need for continued custody or a likelihood that the child may need to return to foster care. Face-to-face contacts during the trial discharge period must occur at the same frequency as required prior to the child being placed on a trial discharge status.

In the event the child becomes homeless during the period of trial discharge, the Department will assist the child to obtain safe and stable housing. Such housing must reasonably be expected to remain available to the child for at least the first twelve (12) months after the date of discharge. If appropriate housing is not available within thirty (30) days of the date the child becomes homeless, the Department must place the child in a suitable foster family boarding home, agency boarding home, group home or institution. These provisions regarding trial discharge do not apply where a court order terminates the Department's custody of the child or where the child reaches the age of twenty-one (21).

### 4. Post-Discharge

The Department, or Agency at the option of the Department, must provide supervision until the child reaches twenty-one (21) years of age after the Department's custody has been terminated where the child has been discharged to another planned living arrangement with a permanency resource, deemed to have a goal of another planned living arrangement with a permanency resource, or had remained in foster care until the age of 18 or older. During the period of supervision, the Department will be responsible for providing or arranging for financial, housing, counseling, employment, education, medical and other

appropriate supports and services as needed, and follow-up efforts. At the time custody of the child is terminated, the Department will advise the child in writing about how to obtain assistance, if needed, upon his or her discharge from foster care.

**F. DISCHARGE TO ADULT RESIDENTIAL CARE**

The goal of discharge to adult residential care may be set in accordance with the requirements of 18 NYCRR 430.10(c)(5) and 430.12 (g)(1)(i). The Department will review the decision to set that permanency goal in order to determine if there is compliance with the above regulatory standards.

The Agency must document compliance with the standards for setting the permanency goal. The Agency must plan for the discharge of the child as required in 18 NYCRR 430.12(g)(2) and, as applicable, 18 NYCRR 441.14 concerning additional requirements applicable to handicapped children in foster care who attain the age of 18.

**G. PREVENTIVE SERVICES**

The Department will make the initial decision to authorize mandated preventive services, as well as the decision to reauthorize the case as a mandated preventive services case, in compliance with the client programmatic eligibility standards presented in 18 NYCRR Section 430.9.

The Agency with designated case planning responsibility or the Agency of the associated case worker, as determined by the Department, must document initial and continuing client programmatic eligibility for mandated preventive services within each family assessment and service plan. The Department will review programmatic eligibility documentation in CONNECTIONS.

For those cases involving more than one service provider, the Department, through its case management responsibility, will assign a specific party as the case planner and the remaining providers as case workers.

**H. THE AGENCY AGREES TO PROVIDE THE FOLLOWING IN RELATION TO EACH CHILD COVERED BY THIS AGREEMENT:**

1. Care of the child in compliance with 18 NYCRR Parts 441 – 451, as applicable.
2. Intake

Utilizing the referral summary information provided by the Department, the Agency must determine whether the services it provides are appropriate to

meet the needs of the child being referred. The Agency has (30) days (but no more than thirty (30) days) from the initial referral of the child to make this determination and notify the Department.

### 3. Clothing

Upon placement, clothing needs of a child must be inventoried by the Agency. Any clothing needs identified must be purchased by the Agency. The Department will authorize allowances to buy necessary clothing and special allowances to buy additional clothing consistent with 18 NYCRR 427.16. The Agency must furnish all replacement clothing as needed during the child's placement and consistent with 18 NYCRR 427.16(a)(4). The Agency must furnish at the time of discharge a basic season-appropriate outfit. Upon discharge, the child is to take with him or her all of his or her possessions and clothing.

### 4. Medical Services

The Agency is responsible for providing or obtaining necessary and appropriate medical services for any foster child in its care. The Agency must comply with the standards set forth in 18 NYCRR 441.22 regarding health and medical services for foster children.

The Agency must transmit to the Department documentation necessary to establish citizenship or qualified immigration status in order to authorize categorical Medical Assistance eligibility for a child in foster care. The Agency must record required information in CONNECTIONS upon implementation of Build 19, as determined by the New York State Office of Children and Family Services. Responsibility for authorization and reauthorization for Medical Assistance remains with the Department.

The Agency agrees to comply with the requirements set forth in 18 NYCRR 357.3(b) relating to the dissemination of the comprehensive health history of a foster child. The Agency must provide the comprehensive health history to the Department and/or appropriate authorized agency within seven (7) days of the request. The Agency must record required health and medical information in CONNECTIONS upon Build 19 implementation.

The parties agree that nothing in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) prevents the Agency from sharing protected health information on foster children cared for by the Agency with the Department, OCFS or documenting such information in CONNECTIONS.

### 5. Notification of Death, Injury or Illness

The Agency must immediately notify the Department whenever a child in its care has suffered an injury, accident or illness which requires emergency

medical treatment at a hospital on either an inpatient or outpatient basis, and whenever a child in its care has died, and to provide an autopsy report, if such reports exists. The Agency must also comply with the reporting requirements set forth in 18 NYCRR 441.7(c) in regard to the New York State Office of Children and Family Services and the death or injury of foster children in its care.

The Agency must immediately notify the New York State Justice Center for the Protection of People with Special Needs, in a form and manner prescribed by the Justice Center, whenever a child placed in accordance with this Agreement dies while being cared for in an agency boarding home, supervised independent living program, group home, group residence or institution operated by the Agency.

The Agency, in accordance with 18NYCRR 441.22(p), must notify the New York State Office of Children and Family Services and the local health department if a foster child is discovered to have an elevated blood lead level. The Agency must also provide such notice to the Department.

With respect to a child placed outside of the State of New York in accordance with this Agreement, the Agency agrees to immediately notify the New York State Justice Center for the Protection of People with Special Needs, in a form and manner prescribed by the Justice Center, whenever a child in its care has suffered an injury, accident or illness which requires emergency medical treatment at a hospital on either an inpatient or outpatient basis, and whenever such a child has died, and to provide an autopsy report, if such report exists.

#### 6. Confidential HIV - Related Information

The Department and the Agency agree to comply with the requirements of 18 NYCRR 431.7(a) to formulate and implement a written management plan to protect health history information related to an individual who has been diagnosed as having Acquired Immune Deficiency Syndrome (AIDS) or a Human Immunodeficiency Virus (HIV)-related illness or a HIV infection or laboratory tests performed on an individual for HIV-related illness.

The Agency agrees to require that staff, to whom confidential HIV-related information is disclosed as a necessity for providing services and in accordance with 18 NYCRR 431.7 and section 2782 of the Public Health Law, are fully informed of the penalties and fines for re-disclosure in violation of New York State law and regulation.

The Agency and the Department will require that any disclosure of confidential HIV-related information must be accompanied by a written statement which includes the following or substantially similar language:

“This information has been disclosed to you from confidential records which are protected by State law. State law prohibits

you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”

#### 7. Absent Without Consent

The Agency must notify the Department as immediately as practical, but in no circumstance later than twenty-four (24) hours after the absence, when a child is absent without consent and must follow the requirements as set forth in 18 NYCRR 431.8. The Department or the Agency, as determined by the Department, must provide written notice to the Family Court that placed the child into foster care of the child’s absence without consent within forty-eight (48) hours of the reported absence.

#### 8. Education Program

The Department will not reimburse the Agency for any educational costs for a child placed in a group home, agency boarding home, or foster boarding home. These children must be enrolled in the public school educational program, unless another educational option is detailed in the child’s family assessment and service plan. The Agency must record required education information in CONNECTIONS upon Build 19 implementation. The Agency will comply with the standards set forth in 18 NYCRR 441.13 regarding education of foster children in its care.

#### 9. Summer Education Program

The Department will not reimburse the Agency for summer school tuition costs unless the Agency receives the Department’s prior authorization for such costs and the need for the summer program is detailed in the child’s family assessment and service plan.

#### 10. Education Tuition Reimbursement

Children placed in child care institutions must be educated in the least restrictive educational program, based on an evaluative process defined by the rules and regulations of the New York State Education Department, and tuition reimbursement for such a child will be at the rate calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable sections of the Education Law governing tuition reimbursement for such children.

## 11. Removals

Removals from a foster family boarding home will be made in accordance with the requirements of section 400 of the Social Services Law and 18 NYCRR 443.5. The Agency must provide the required written notice to the foster parent(s).

## 12. Child Abuse and Maltreatment

The Agency agrees to comply with the provisions governing the reporting of suspected cases of child abuse or maltreatment, as set forth in sections 413-416 and 418 and 490-492 of the Social Services Law, and the requirements for Statewide Central Register data base checks as set forth in section 424-a of the Social Services Law and for Justice Center for the Protection of People with Special Needs category one substantiated findings checks as set forth in section 495 of the Social Services Law.

The Agency agrees to promptly notify the Department of any report of suspected child abuse or maltreatment occurring in the program regarding any child placed by the Department with the Agency, to notify the Department of the actions taken the Agency in regard to the report and to confirm that, to the extent authorized by law, the parents of the child who is the alleged victim of such abuse or maltreatment will be notified by the appropriate investigative agency of such report.

With respect to a child placed outside of the State of New York in accordance with this Agreement, the Agency agrees to comply with the following requirements relating to the Justice Center for the Protection of People with Special Needs:

### a. Reporting of Abuse and Neglect

In addition to complying with any applicable reporting requirements in the state in which the Agency or facility is located, the Agency agrees to immediately notify the New York State Justice Center for the Protection of People with Special Needs, the New York State Office of Children and Family Services and the Department of any allegation of abuse or neglect, as defined in section 488(1)(a)-(h) of the Social Services Law, involving a child placed in accordance with this Agreement as required by section 490(5) of the Social Services Law.

### b. Procedure for Reporting



The Agency further agrees that all reportable incidents of abuse and neglect, as defined in section 488(1)(a)-(h) of the Social Services Law, and all reportable incidents of injury or illness or death indicated in paragraph 5 on page 29 of this Agreement shall be submitted to the New York State Justice Center for the Protection of People with Special Needs. For notifications and reporting to the Justice Center for the Protection of People with Special Needs related to deaths, injuries or accidents and all allegations of abuse and neglect, required submissions shall be to the Justice Center 24 hour toll free number:

(855) 373-2122 Suspected Abuse/Neglect Reporting Number

(855) 373-2123 TTY

(855)-373-2124 Reporting Death

c. Cooperation

The Agency further agrees to cooperate with any investigation conducted by the New York State Justice Center for the Protection of People with Special Needs. The Agency further agrees to cooperate with any investigation conducted by a state agency or other entity authorized or required to investigate complaints of abuse or neglect under the laws of the state in which the facility is located and further agrees that the findings of such investigation shall be forwarded to the New York State Justice Center for the Protection of People with Special Needs and each placing entity or funding agency in New York State within 90 days of the complaint of abuse or neglect, or if the investigation is not completed within 90 days, then notification of the status, any interim findings and expected date of completion must be provided during that time period, and the final findings shall be submitted as soon thereafter as possible.

The Agency agrees to submit periodic reports of all allegations of abuse and neglect regarding children from New York State to the Justice Center for the Protection of People with Special Needs in the form and manner requested by the Justice Center.

d. Access

The Agency agrees to provide the New York State Justice Center for the Protection of People with Special Needs with access at any and all times to any residential school, facility or provider agency, and consistent with federal law, to any books, records, logs, progress notes and data pertaining to such residential school, facility or provider agency regarding any child placed in accordance with this Agreement and any other information deemed necessary for the carrying out the Justice Center's functions, powers and duties.

e. Failure to Comply

Failure by the Agency to comply with the requirements delineated above shall be grounds for the termination of this Agreement.

### 13. Certification and Approval of Foster and Adoptive Parents

The Agency agrees to comply with all certification and approval requirements for foster parents set forth in 18 NYCRR Part 443 and all approval requirements for adoptive parents set forth in 18 NYCRR Part 421. This includes, but is not limited to criminal history record reviews, State Central Register data base checks, Justice Center for the Protection of People with Special Needs category one substantiated findings checks as set forth in section 495 of the Social Services Law, and required medical exams for foster/adoptive parents and their family members. The Agency agrees that children will not be placed in any foster or adoptive home unless applicable requirements for certification, or approval, including emergency approval or certification, have been met.

### 14. Travel Expenses

If a transportation expense for home visits is not included in the board rate, the Department will authorize transportation in accordance with the visitation plan component of the child's family assessment and service plan.

If a transportation expense for home visits is included in the board rate, the Agency is responsible for transportation expenses if the destination is within fifty (50) miles of the facility. If the destination is more than fifty (50) miles from the facility, the Department is responsible for transportation costs, including the first fifty (50) miles.

### 15. Transition plan

Where directed to do so by the Department, the Agency agrees to develop a transition plan for foster children who will remain in care on or after 18 years of age in accordance with the standards set forth in 18 NYCRR 430.12(j).

### 16. Consumer report

Where directed to do so by the Department, the Agency agrees to provide or arrange for the provision of the consumer report of a foster child who has attained 16 years of age and annually thereafter in accordance with the standards set forth in 18 NYCRR 430.12(k) until such child is discharged from foster care.

### 17. Criminal History Record Checks

The Agency agrees to complete criminal history records checks as required by section 378-a of the Social Services Law and applicable State regulations.

## **I. CLOSING A FAMILY SERVICES STAGE**

The Department has sole responsibility for closing the family services stage.

### **SECTION IV: FAIR HEARINGS**

1. Pursuant to 18 NYCRR Part 358, the Department will notify eligible applicants for, or recipients of, services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or the failure of the Department to act upon an application within the appropriate time frames. The Department also will inform applicants for or recipients of preventive, adoption services or kinship guardianship assistance how to make and submit a fair hearing request. The Department will provide the Agency with copies of the fair hearing decision it receives from the State of New York. The Agency, upon the request of the Department, must participate in fair hearings and any appeals thereof as witnesses when necessary for a determination of the issues.

### **SECTION V: REIMBURSEMENT**

1. The Agency agrees that payment by the Department is contingent upon the Agency submitting an appropriate claim form, which has been approved by the Department, to the person designated by the Department certifying the satisfactory completion of the Agency's performance and setting forth the payment to be made.
2. The Department agrees to pay to the Agency, on a monthly basis, within thirty (30) days of receipt of a billing statement, an amount equal to the applicable per diem rate(s) set forth in Schedule B, multiplied by each day of care actually provided by the Agency for each public charge placed with it, in accordance with this Agreement; provided, however, payment is not to be made for a child when the child is absent from the Agency for reasons other than those set forth in 18 NYCRR 628.3 and as defined by the New York State Office of Children and Family Services in the Standards of Payment Manual, Chapter 10, Section F. Payment will not be made to the Agency for the day the child is discharged from foster care.
3. A per diem dollar amount for each of the program types such as foster boarding home, agency boarding home, group home and institution must be specified in Schedule A which is attached hereto and which is incorporated with this Agreement. When the negotiated per diem rate exceeds the State established Maximum State Aid Rate (hereinafter MSAR), the MSAR will be used for purposes of State and federal reimbursement. Such per diem dollar amount shall be subject to the standards set forth in section 398-a of the Social Services Law and 18 NYCRR Part 427.
4. The medical per diem rate(s) established by the New York State Department of Health constitutes the daily rate established to be paid to the Agency for health expenses and provision of health services to a foster child, with some specified exceptions. The medical per diem rate(s) must be set forth in Schedule B.

5. The applicable tuition rate for the appropriate educational services for children placed in child care institutions will be at the rate calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable sections of the Education Law governing tuition reimbursement for such children.
6. The anticipated total cost of the Agreement is an estimate and serves as the limit of obligation under this Agreement. Should it appear that the anticipated total cost may be exceeded, an amendment to the Agreement must be executed. The anticipated total cost serves only as an upper limit and in no way obligates the Department to purchase child foster care services, maintenance, medical and education costs up to this amount. The anticipated total cost can be based upon experience during the past Agreement year modified by the anticipated experience during the new Agreement period. This amount includes the estimated cost of maintenance, social services, medical and education costs to the Department.
7. The total cost of this Agreement may not exceed Three Million Dollars and Zero Cents (\$3,000,000).

#### **SECTION VI: GENERAL RESPONSIBILITIES FOR PARTIES**

1. The Agency has the responsibility in accordance with this Agreement and with applicable New York State Office of Children and Family Services' regulations for the day-to-day provision of foster care services for each child placed with the Agency. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the Department.
2. The Agency must maintain sufficient staff, facilities and equipment, in full compliance with all applicable regulations of the New York State Office of Children and Family Services in order to provide the services set forth in Schedule A of this Agreement.
3. The Agency agrees to provide the services described in Schedule A of this Agreement at the principal location listed in Schedule A of this Agreement and agrees to provide the Department with written notification of the location(s) of any additional support services that are provided outside of the aforementioned address(s) in conjunction with the applicable child service plan.
4. The Department agrees to notify the Agency of the identity of the person(s) assigned case management responsibility for each child receiving foster care services from the Agency.
5. The Department agrees to notify the Agency of the identity of the person(s) assigned as the child protective services monitor for the child protective services recipients receiving foster care services from the Agency.

6. The Department will determine, during the initial client eligibility process, the availability of any third party insurance resources upon placement of the child into foster care. Such process must be conducted pursuant to the Child Welfare Eligibility Manual issued by the New York State Office of Children and Family Services. When such resources are determined to be available, the Department agrees to properly code each case and provide the Agency with as much information as is available.
7. The Department each month will provide the Agency with a roster of the children in the Department's custody placed with the Agency. This roster will also provide information on third party health insurance through the placement of a code in the column named "Other Insurance." The Agency must pursue all third party health insurance available to children in its care. If the Agency contracts with a health care provider, it must require that the provider makes diligent efforts to determine if the foster children have third party coverage, and must attempt to utilize such coverage when applicable.

#### **SECTION VII: BOOKS, RECORDS AND REPORTS**

1. All case specific information contained in the Agency's files must be held confidential by the Department and the Agency pursuant to the applicable provisions of the State law and any regulations promulgated there-under, including, but not limited to, sections 372 and 422 of the Social Services Law, section 2782 of the Public Health Law, and 18 NYCRR Parts 357, 423, 428, 431 and 466, as well as all applicable federal laws and regulations, including but not limited to, the Civil Rights Act of 1964. Such information must not be disclosed except as authorized by law and unauthorized disclosure may result in criminal and/or civil penalties (see section 422 (12) of the Social Services Law).
2. The records of individual recipients of services maintained by the Agency must be made available to the Department and New York State Office of Children and Family Services upon request, in a form, the manner and time as required by the Department or the New York State Office of Children and Family Services.
3. The Department and the Agency agree to comply with statutory and regulatory standards relating to disclosure of foster care information to birth parents of foster children, foster parents, pre-adoptive and adoptive parents and to current and former foster children to the extent authorized by law, including but not limited to, sections 373-a and 409-e of the Social Services Law and 18 NYCRR 357.3 and 428.8.
4. The Department or the Agency may release foster care information to a person, agency, or organization for purposes of a bona fide research project. Identifying information may not be made available unless it is absolutely essential to the research purpose and prior written approval has been issued by the New York State Office of Children and Family Services. Anyone given access to such information may not re-disclose such information except as otherwise permitted by law.
5. The Agency agrees to maintain financial books, records, and necessary supporting

documents as required by the New York State Office of Children and Family Services. The Agency must use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The Agency agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at the times prescribed by and on forms supplied by the New York State Office of Children and Family Services.

6. Such financial and statistical records are subject to inspection, review, excerpts, transcription or audit by authorized county, State and/or federal personnel.
7. The Agency and its subcontractor(s) agree to retain all books, records and other documents relevant to this Agreement for six (6) years after the Agency receives final payment for the services to which they relate, during which time authorized county, State and/or federal auditors will be provided with full access to and the right to examine the same. In addition, the Agency and its subcontractor(s), must make available, upon written request, this Agreement, and books, documents, papers and records of the Agency or subcontractor(s) that are necessary to certify the nature and extent of such costs involved, to the Secretary of the United States Department of Health and Human Services, or upon request, to the New York State Office of the State Comptroller, New York Attorney General's Office, or any of their duly authorized representatives.

#### **SECTION VIII: ACCOUNTABILITY**

1. The Department will establish methods to evaluate the provision of foster care services by the Agency pursuant to this Agreement. All provisions of this Section are to be interpreted consistent with New York State law and applicable regulations. In implementing the foregoing, the Agency recognizes that the Commissioner of the Department, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his or her jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Agency with regard to the foster care services provided to the children referred hereunder.
2. The Agency agrees that program and/or facility review pertaining to the delivery of foster care services under this Agreement may be conducted at any reasonable time by qualified personnel from those local, State and federal agencies with the required legal powers and statutory authority to conduct such activities. Such reviews may include, but not be limited to, meetings with recipients of services, review of the uniform case records including, but not limited to, all information in the CONNECTIONS case records, review of service policy and procedural issues, review of staffing and job descriptions, and meetings with staff directly or indirectly involved in the provision of foster care services.
3. The Department will conduct a contract review with the Agency at least twice a year to discuss the Agency's services purchased by the Department. This review will include, but not be limited to, such items as frequency of contact and planning with families and

significant others of foster children, scope of service plans and of achieving the goals stated therein, compliance with the State and federal laws, and the extent to which special mental health, remedial, tutorial and vocational services were provided after the Agency and the Department determined these services were necessary. These semi-annual contract reviews will include determination of the Agency's compliance with this Agreement.

4. If the Agency violates this Agreement, the Department may, after due written notice, take such actions or invoke such sanctions under this Agreement and any applicable regulations issued by the New York State Office of Children and Family Services, as it deems necessary.
5. The Agency must not make any subcontract for the performance of this Agreement without the prior written approval of the Department. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement is void without the prior written approval of the Department. All authorized subcontractors are subject to federal and State requirements governing purchase of services contracts including, but not limited to, 18 NYCRR Part 405. The Agency is responsible for the performance of all subcontractor(s).
6. The Agency covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor will they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Agency's performance of this Agreement. The names and addresses of the members of the Board of Directors of the Agency is to be annexed to this Agreement.

#### **SECTION IX: COMPLIANCE WITH LAW**

1. The Agency represents and agrees to comply with all applicable federal laws, including, but not limited to, the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, the Howard M. Metzenbaum Multiethnic Placement Act of 1994 (P.L. 103-382) as amended by the Small Business Job Protection Act of 1996 (P.L. 104-188), the Indian Child Welfare Act of 1978 (P.L. 95-608) and Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable federal regulations contained in 28 CFR Part 41; 45 CFR Parts 74, 84; 93; 1355 and 1356.
2. The Agency, its subcontractors, and the Department agree to execute and comply with Appendix A, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; Appendix B, Certification Regarding Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, from the Code of Federal Regulations; Appendix C, Certification Regarding a Drug-Free Workplace; Appendix D, Appendix E and Addendum attached hereto.

3. In addition, if the total cost of this agreement is in excess of \$100,000, the Agency must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.
4. If the Agency expends \$500,000 or more in a year in federal funds from all sources, audits must be conducted as required by OMB Circular A-133.

#### **SECTION X: TERMINATION OF AGREEMENT**

1. This Agreement may be terminated by the mutual written agreement of the contracting parties.
2. This Agreement may be terminated by the Department, for cause, upon the failure to the Agency to comply with the terms and conditions of this Agreement, including the attachments hereto. The Department will give the Agency written notice specifying the Agency's failure.
3. In addition to the termination provisions set forth above, the Department has the right to terminate this Agreement, in whole or in part, if the Agency has failed, at any time, to comply with any applicable federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the Agency, required by federal, state or local government is revoked, not renewed, or otherwise not in full force or effect, or in the event that the Agency fails to secure a new such license, approval or certification during the term of this Agreement, if required.
4. Notice of termination will be given in writing specifying the reasons for termination and the effective date of termination. Such written notice will be delivered via registered or certified mail with return receipt requested or will be delivered by hand with receipt provided by the Agency. The Agency agrees not to incur any new obligations or to claim any expenses incurred after the effective date of the termination. The effective date of termination is not to be less than thirty (30) days from the date of notice, unless substantial breach of contract is involved, in which case the effective date of termination may be immediate effective on delivery of the termination notice. In any event, the effective date of termination will not be later than the Agreement expiration date.
5. Upon termination or upon expiration of the term of this Agreement, the Department will arrange for the transfer to another Agency of all children covered by this Agreement then serviced by the Agency.
6. The Agency must comply with all Department close-out procedures, including but not limited to: accounting for and refunding to the Department within (6) months any overpayments which have been paid to the Agency pursuant to this Agreement; not incurring or paying any further obligation under this Agreement beyond the termination



date; transmitting to the Department or its designee, on written request, copies of all books, records, papers, documents and materials pertaining to the financial details of any services provided under the terms of this Agreement; and transmitting to the Department or its designee, on written request, copies of all case-specific information and documentation concerning children in the care of the Agency. The Agency must comply with all close out procedures of the New York State Office of Children and Family Services regarding foster care facilities as set forth in 18 NYCRR 476.2, and regarding foster boarding home programs, including but not limited to, the requirement to provide ninety (90) day written advance notice of the proposed closure of an foster care facility or program. The Agency must also comply with the requirements set forth in 18 NYCRR 441.7(f) regarding the proper transfer of case records and the submission of a timely plan relating thereto to the New York State Office of Children and Family Services.

### **SECTION XI: INDEMNIFICATION AND INSURANCE**

1. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
  - a. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
    - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
    - ii. Oneida County and all other parties required of the Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations.
    - iii. Abuse and Molestation coverage must be included.
  - b. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.
    - i. Coverage for review of cases and resulting Professional assessment.
    - ii. Coverage for Abuse and Molestation.

c. Automobile Liability.

- i. Business Auto Liability with limits of at least \$1,000,000 each accident.
- ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- iii. Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

d. Commercial Umbrella.

e. Umbrella limits must be at least \$5,000,000.

- i. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- ii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

f. Workers Compensation and Employers Liability.

- i. Statutory limits apply.

2. **Waiver of Subrogation:** Contractor waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, Automobile Liability, Umbrella Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

3. **Certificates of Insurance:** Prior to the start of any work the contractor shall provide a certificate of insurance to Oneida County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to Oneida County.

4. **Indemnification:** The Contractor agrees that it shall defend, indemnify and hold

harmless 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 negligent performance of services by Contractor and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with any of the covenants, terms or conditions of this agreement.

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

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## Appendix A

Rev.4/15/05

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. By signing and submitting this contract or contract amendment, contractor certifies that the contractor:

(1). Agrees that, a) By signing and submitting this proposal, the prospective primary applicant is providing the certification set out below. b) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction. c) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. d) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. e) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Office of Children and Family Services for assistance in obtaining a copy of those regulations. f) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. g) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction; without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. h) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs. i) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. j) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

(2). Certifies to the best of its knowledge and belief, that the applicant and its principals: a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 19A. 2. (1) b) of this certification; and d) Have not within a three-year period preceding this application/proposal had on or more public transactions (Federal, State, or local) terminated for cause or default. (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an

explanation to this proposal.

B. (1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions Instructions for Certification. a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below. b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs. h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(2) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## Appendix B

Rev. 4/15/05

### **Certification Regarding Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions**

By signing and submitting this contract or contract amendment, contractor certifies that the contractor:

Certifies that Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. The requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.) (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## Appendix C

Rev.4/15/05

### Certification Regarding a Drug-Free Workplace

(A). 1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below. 2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. 3. For grantees other than individuals, Alternate I applies. For grantees who are individuals, Alternate II applies. 5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements. 6. Workplace identifications must include the actual address of buildings (or parts of buildings) or sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). 7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five). 8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

(B). Alternate I (Grantees Other Than Individuals). 1. The grantee certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part .76 by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing an ongoing drug-free awareness program to inform employees about: (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above; (d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will-(1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction; (e) Notify the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant; (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith



effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f). For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Division of Grants Policy and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C., 20201.

(C). Alternate II (Grantees Who Are Individuals). 1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

## Schedule A. PROGRAM NARRATIVE

*(Instructions to Agency) The following narrative should be completed by the Agency, in order to present an accurate description of the agency's programs. This narrative will be used to substantiate claims for federal reimbursement.*

### **A. Program Narrative**

Agency's Name and Address

Foster Care Programs Provided by Agency

(Institution, group residence, group homes, agency boarding homes, foster family boarding homes, educational services, etc. Include details on all programs, including goals and objectives.)

List of locations of all agency facilities to be used in providing services.

Persons served (ages, sex, geographic limitation, if any; number to be served by program, etc.).

Services of agency programs: include description of all those services which are provided, including those defined in the CSP, as well as any other services, such as day services, educational services, medical care and adoption services. Indicate types and numbers of staff providing services.

Self-evaluation procedures – description of agency procedures for evaluating program effectiveness.

Admission Policies and Procedures – description of referral process, agency requirements for reports, pre-placement visits, etc.



**Schedule C: DEPARTMENT OPTIONS**

*[The Department is to indicate which entity will be responsible for each task]*

<b>Contract Task / Responsibility</b>	<b>Department</b>	<b>Agency with Case Planning Responsibility</b>	<b>Agency of Associated Case Worker</b>
Family Services Intake	X		
Completion of family services intake (FSI)	X		
# of days for Agency submission of FSI: (insert #)	5		
# of days for Dept. acceptance of FSI: (insert #)	5		
Completion of CPS safety and risk assessment – Initial FASP	X		
Completion of CPS safety and risk assessment - Comprehensive/Reassessment FASPs		X	
Required completion of plan amendment for a change to visiting plan (Department option)		X	
Convene and hold service plan review conference			
Arrange and hold case consultation		X	X
Identification of third party reviewer for SPR		X	
Prepare permanency hearing report		X	
Number of days for Agency to accept/reject initial referral of child: (insert #)		3 days	
Set initial child program choice(s) and a permanency planning goal	X		
Foster Care Activities		X	
Continuing exploration and development of permanency alternatives for child over 14		X	
Arrangement for/provision of life skill services for child over 14		X	
Require child participation in design of activities to prepare for transition to self-sufficiency.		X	
Issue monthly stipend payments to child, 16 years or older, with PPG of discharge to another planned living arrangement with a permanency resource.	X		
Assistance to establish contact with service providers and community resources	X	X	
Provision of written 90 day notice of discharge Services and supervision during trial discharge	X	X	
Post discharge supervision	X		
Transition plans	X	X	X
Consumer reports	X	X	
Legal Activities	X		
File petition for permanency hearing	X		
Complete permanency hearing report		X	
File permanency hearing report	X		
1089 Orders: Follow through on the necessary legal aspects of legally freeing a child for adoption.	X		
Adoption Activities	X	X	
Identification of appropriate adoptive home	X	X	
Recording of information (FASP, and movement, legal, adoption activities) in CCRS until implementation of CONNECTIONS Build 19	X		

Schedule D  
ADOPTION PLACEMENT SERVICES

This AGREEMENT, made and entered into by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as County), through its Department of Social Services (hereinafter referred to as Department) and Catholic Charities of the Diocese of Rochester, d/b/a Catholic Family Center, a foster care agency otherwise authorized by the New York State Office of Children and Family Services to provide foster care services with principal offices located at 1150 Buffalo Road, Rochester, New York 14624 and with facilities located at 87 N. Clinton Avenue, Rochester, New York 14604 (hereinafter referred to as Contractor or Agency).

WITNESSETH:

WHEREAS, the Department is desirous of purchasing the following services and/or products, more specifically: Supervision of the adoptive placement of children, make monthly home visits, and or write quarterly reports; and

WHEREAS, the Agency has agreed to provide said services; and

WHEREAS, the Department will pay board payments for the children and medical coverage will be provided for the children; and

WHEREAS, performance under this Agreement shall commence on the date of adoptive placement of the children, and shall remain in effect until the adoption is finalized or other terminating event;

NOW, THEREFORE, in consideration of the covenants, promises and considerations herein, the parties hereto agree as follows:

SECTION I: TERM OF AGREEMENT

Adoption Placement Services begin the date of adoption placement. This agreement shall end upon one of the following: i) at adoption finalization; ii) June 30, 2018; or iii) any other termination of the placement. Reimbursement of the agency from the department, as defined in Section IV of this form, is based upon the days the child resides with the family, and does not apply to days the child resides in school. The child is determined to reside with the family if the child stays overnight in the family home or is under the family's supervision for any part of the day.

SECTION II: SCOPE OF SERVICES

THE DEPARTMENT HAVING LEGAL GUARDIANSHIP OF THE CHILD(REN) WILL:

1. Authorize the Agency to provide adaptive supervision and care for the children until legal adoption by the family of placement;
2. Continue to retain legal guardianship of the children, under existing provisions of the law;
3. Initiate the adoption subsidy process and timely manner;

4. Provide a foster care board rate to the adoptive family until finalization; and
5. Provide an administrative fee to the Agency for adoption supervision services as described under Section III, "Service Description" and Section IV "Reimbursement."

THE AGENCY TO PROVIDE ADOPTIVE SUPERVISION WILL:

1. Provide adoption placement supervision as described under "Service Description;"
2. Report immediately any unforeseen difficulties to the Department having guardianship;
3. Cooperate with the Department having guardianship in planning for the return of the children if removal from the adoptive family is indicated or if circumstances dictate such action;
4. Report to the Department on a quarterly basis by the written report;
5. Facilitate monthly visits, or more, should the Department deem them to be necessary;
6. The recording of progress notes in Connections, preparation of the FASPS, and any other required documentation that the Department may reasonably require; and
7. Provide parent Support and Peer Support Group Services.

SECTION III: SERVICE DESCRIPTION

The Agency recruits, develops and certifies special needs adoptive families and supervises adoptive placements. Services include but are not limited to:

1. The provision of the certified adoptive family who has completed the preparation and selection process and has demonstrated ability to parent special needs children. This family will meet all criteria of MAPP/CPS and the C&FS Resource Certification Panel.
2. Consultation with the family regarding the needs of specific children as indicated by information contained in adoption summaries, assessment and caseworker-to-caseworker discussion. This contributes to an informed appraisal of the family's abilities to parent children under consideration and is shared with custodial agencies as part and of the placement decision.
3. Pre-placement guidance, monitoring, and collaboration with the adoptive families regarding the children's needs and their family's ability to meet them.
4. Individualized Agency services as needed through staff Psychiatrist and Behavioral Specialist.
5. Family and child focused training and developed development during and after placement.
6. Case planning services, including intervention, assessment and referral to meet the children's medical, psychological, education and other needs.
7. Timely completion of all related documentation required for the courts and the Department (UCR's, Progress Notes, Court Reports Adoption Finalization Summary).
8. Post-finalization services and referrals.

SECTION IV: REIMBURSEMENT

The Department agrees to pay the Agency, on a monthly basis, within 30 days of receipt of billing, an amount equal to the applicable per diem rate(s) set forth by the New York State Office of Children and Family Services, Division of Services and Community Development, Standards of Payment System for Foster Care of Children, Maximum State Aid Rates for Voluntary Foster Care Agencies, multiplied by each day of care (number of days during which any service

provided by the Agency for a child placed with the Agency, including the date of admission but not including the day of discharge) actually provided by the Agency for each child in placement with the Agency.

The Agency agrees that payment by the Department shall be contingent upon the Agency submitting an appropriate claim form, which has been approved by the Department certifying and the satisfactory completion of the Agency's performance and setting forth the payment to be made.

- The current per diem rate for the foster family for a child placed in a household (this rate is subject to change based on NYSMSAR):

Regular Level

- \$19.58 ages 0 – 3
- \$17.59 ages 4 – 5
- \$21.17 ages 6 – 11
- \$24.53 ages 12 – 21

Special Level

- \$44.37 ages 0 – 3
- \$42.38 ages 4 – 5
- \$42.38 ages 6 – 11
- \$42.38 ages 12 – 21

Exceptional Level

- \$66.20 ages 0 – 3
- \$64.21 ages 4 – 5
- \$64.21 ages 6 – 11
- \$64.21 ages 12 – 21

- The current per diem rate for the foster family for clothing

- \$1.11 ages 0 – 5
- \$1.55 ages 6-11
- \$2.41 ages 12 – 15
- \$2.94 ages 16 – 21

- The current per diem rate of the Agency's administrative costs: \$40.02 for each child.

These rates will be effective on the date of placement and continue until the date of adoption or the end of this agreement and are subject to all adjustments to the New York State Office of Children and Family Services, Division of Services and Community Development, Standards of Payment System for Foster Care of Children, maximum State Aid Rates for Voluntary Foster Care Agencies.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS THEREOF, the parties have hereunto signed this Agreement on the day and year appearing opposite their respective signatures.

\*\*\*\*\*

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

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

Anthony J. Picente, Jr., County Executive

\*\*\*\*\*

Approved: \_\_\_\_\_

Amanda Lynn Cortese, Special Assistant County Attorney

\*\*\*\*\*

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

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

Lucille A. Soldato, Commissioner

\*\*\*\*\*

Date: 02/08/2017

Agency Marlene Bessette

Marlene Bessette, President & CEO

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## APPENDIX D

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

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
  - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
  - (b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
  - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
  - (d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
    - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
    - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
  - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
  - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.
  - (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person

for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and

- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
- (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- \*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.
- \*(e) If the contractor does not comply with the equal opportunity

provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

- \* (f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

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

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

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

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the

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

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

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

## APPENDIX E

### STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

#### Personnel

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

#### Notices

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

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

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

## Office Services

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

## GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.
- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.

- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
  - Opinions prepared by consultant law firms construing the statues of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
  - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that 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](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

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

## REPORTS AND DELIVERABLES

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

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

## CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.

- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contact with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

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

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

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

- d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services  
Contract Administration Office, 9<sup>th</sup> Floor

800 Park Ave  
Utica, New York, 13501

## PUBLICATIONS AND COPYRIGHTS

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

## PATENTS AND INVENTIONS

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

## TERMINATION

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

is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during 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 AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

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

## CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to:

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

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the

Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

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

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

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

## FISCAL SANCTION

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

- The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A 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 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 County and the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

#### COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights



Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

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

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

The Contractor attests 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 waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

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

Catholic Charities of the Diocese of Rochester

NAME OF CONTRACTED AGENCY

Marlene Bessette, President & CEO

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

*Marlene Bessette*  
SIGNATURE

*02/08/17*  
DATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Created 4-24-12

## ADDENDUM

**THIS ADDENDUM**, entered into on this 1st day of July, 2017 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, and 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. Executory 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 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, an 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 indicted 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 any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

1. The Contractor will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace;
  2. The Contractor's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation, and employee assistance program; and

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

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

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

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

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau,

State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

c. The Contractor shall:

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

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

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

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

#### **6. Workers' 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.

**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) 798-5073 Fax (315) 793-6044

February 1, 2017

Ms. Kathryn Young  
Catholic Charities of the Diocese of Rochester dba Catholic Family Center  
87 N. Clinton Avenue  
Rochester, New York 14604

Dear Ms. Young:

Enclosed are two copies of the Purchase of Services Agreement number 95702 for Foster Care for Children.

**Please make sure both copies are signed and returned.**

**I must receive both copies of the Contract and needed documentation for further processing to the following address:**

Oneida County Department of Social Services  
Contract Administration, 9<sup>th</sup> Floor  
800 Park Avenue  
Utica, New York 13501

Please return the signed contracts as soon as possible. If you have any questions or concerns, please call me at (315) 798-5084 or contact me through e-mail at [vconover@ocgov.net](mailto:vconover@ocgov.net).

Sincerely,

A handwritten signature in cursive script that reads "Vicky Conover".

Vicky Conover  
Director of Administrative Services  
Oneida County Department  
of Social Services

Enclosures

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

**Lucille A. Soldato**  
Commissioner



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Sincerely,

A handwritten signature in cursive script that reads "Vicky Conover".

Vicky Conover  
Director of Administrative Services  
Oneida County Department  
of Social Services

Enclosures



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

March 6, 2017

FN 20 17-116

WAYS & MEANS

Oneida County Legislators  
800 Park Avenue  
Utica, NY 13501

Dear Honorable Members:

The Upper Mohawk Valley Memorial Auditorium Authority (UMVMAA) has requested support in funding some new renovations at their facility. These important renovations are required to be in compliance with the currently established building codes. The UMVMAA will be installing additional women's bathrooms, fire alarms, sprinklers and an elevator which will run from the bottom floor to the third making the building compliant with the American Disabilities Act. These renovations will also include building permanent office space along with creating six new club box seating areas.

This legislation needs to be acted on as timely as possible to ensure work can be completed before the next hockey season starts in the fall of 2017.

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

A.) Establishment of **Capital Project H-555 – UMVMAA – West End Expansion**

B.) Funding for Capital Project H – 555 as follows:

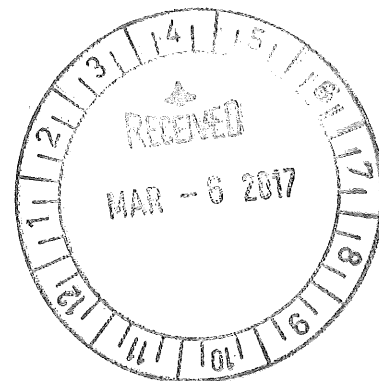
**H – 555 – Bonding..... \$5,500,000**

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

Very truly yours,

Anthony J. Picente, Jr.  
County Executive

CC: Comptroller  
County Attorney  
Budget  
DPW



JOSEPH J. TIMPANO  
Comptroller



SHERYL A. BROWN  
Deputy Comptroller

DEBORAH S. JOANIS  
Deputy Comptroller - Administration

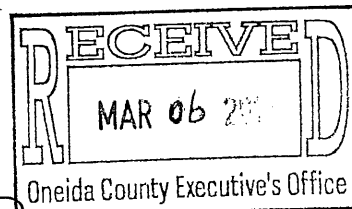
**ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501

(315) 798-5780 ♦ Fax: (315) 798-6415

E-Mail: jtimpano@ocgov.net

# Memo



*Tony*  
**To:** Anthony J. Picente Jr., County Executive  
Board of Legislators

FN 20 17-117

**From:** Joseph J. Timpano, Comptroller *JJT*

**Date:** March 6, 2017

**Re:** Upper Mohawk Valley Auditorium Authority Bond

Please find attached a \$5.5million bond resolution for renovations at the auditorium. This is to fund capital project H555 to be approved under a separate resolution.

If you approve, please forward this resolution to the Board of Legislators for adoption at their March 8, 2017 meeting.

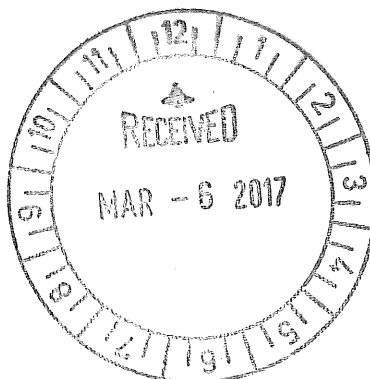
As always, thanks for your help and support in this matter.

**Cc:** Mike Billard, Clerk of the Board  
Sheryl Brown, Deputy Comptroller  
Peter Rayhill, County Attorney  
Morgan Polise, Paralegal Assistant

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

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

Date 3/6/17



NO. \_\_\_\_\_

# ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. \_\_\_\_\_

INTRODUCED BY: \_\_\_\_\_

2ND BY: \_\_\_\_\_

BOND RESOLUTION DATED MARCH 8, 2017.

A RESOLUTION AUTHORIZING \$5,500,000 BONDS OF THE COUNTY OF ONEIDA, NEW YORK, TO PAY THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO AND EXPANSION OF THE UTICA MEMORIAL AUDITORIUM IN AND FOR SAID COUNTY. (H555)

BE IT RESOLVED, by the County Legislature of the County of Oneida, New York, as follows:

Section 1. The construction of improvements to and expansion of the Utica Memorial Auditorium, including fire alarms, sprinklers, women's restrooms, ADA related improvements, office space, club boxes and additional loge seating, as well as incidental expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$5,500,000.

Section 2. The maximum estimated cost of such object or purpose is \$5,500,000 and the plan for the financing thereof shall be by the issuance of the \$5,500,000 bonds of said County herein authorized.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. There shall be annually apportioned and assessed upon the several lots and parcels of land within said District, in the manner provided by law, an amount sufficient to pay the principal and interest on said bonds as the same become due, but if not paid from such source, all the taxable real property in said County shall be subject to the levy of ad valorem taxes sufficient to pay the principal of and interest on said bonds as the same shall become due.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations



prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. In anticipation of the issuance of such obligations, available funds of the County may be advanced for such object or purpose.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This resolution, which takes effect immediately, shall be published in summary form in the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.



Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger  
Chief Deputy Joseph A. Lisi

*Sheriff Robert M. Maciol*

February 28, 2017

FN 20 17-118

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

**PUBLIC SAFETY**

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

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

Date 3/7/17

Dear County Executive Picente:

**WAYS & MEANS**

The Sheriff's Office was recently awarded a Grant from the New York State Division of Criminal Justice Services in the amount of \$20,400 under the GIVE project. I am requesting approval of this grant contract.

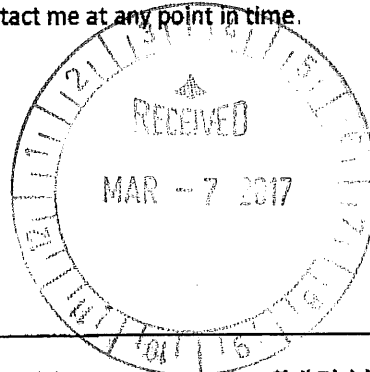
The grant is set to begin July 1, 2015, and end on June 30, 2017. There are no county dollars in this contract. The goal of this grant is to assign deputies on an overtime basis, to conduct narcotics operations (involving gun possession), robbery (involving gun monitoring), warrant executions on top offenders, gang monitoring and surveillance, and multi-agency collaborations to reduce shootings and homicides. The Deputies will be assigned to the Gun Violence Strike Team (headed by UPD) and will be utilized in addition to the established multi-agency Emergency Response Team (ERT). Using an average overtime cost of \$50 per hour, the Sheriff's Office will schedule approximately 15-20 hours per month throughout the year.

**This Agreement requires Board approval at the Board's next meeting date.**

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

Sincerely,

Robert M. Maciol  
Sheriff



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

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

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

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

**Oneida Co. Department: Sheriff's Office**

**Competing Proposal** \_\_\_\_\_  
**Only Respondent** \_\_\_\_\_  
**Sole Source RFP** \_\_\_\_\_  
**Other** **XXX**

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:**

**NYS Department of Criminal Justice Services**  
80 South Swan St.  
Albany, NY 12210

**Title of Activity or Service:**

Grant

**Proposed Dates of Operation:**

July 1, 2015 – June 30, 2017

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

**Summary Statements**

**1) Narrative Description of Proposed Services:** This grant is part of the GIVE Project. The goal of this grant is to assign deputies, on an overtime basis, to conduct narcotics operations (involving gun possession), robbery (involving gun monitoring), warrant executions on top offenders, gang monitoring and surveillance, and multi-agency collaborations to reduce shootings and homicides. The Deputies will be assigned to the Gun Violence Strike Team (headed by UPD), and will be utilized in addition to the established multi-agency Emergency Response Team (ERT). Using an average overtime cost of \$50 per hour, the Sheriff's Office will schedule approximately 15-20 hours per month throughout the year.

**2) Program/Service Objectives and Outcomes:** Using an average overtime cost of \$50 per hour, the Sheriff's Office will schedule approximately 15-20 hours per month throughout the year.

**3) Program Design and Staffing:** This grant will be used to pay overtime expenses.

**Total Funding Requested:** \$20,400.00                      **Account # A3384**

**Oneida County Dept. Funding Recommendation:** \$20,400.00 (\$10,200 per year)

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

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

**Past Performance Data:** This has been a good program

**O.C. Department Staff Comments:** E-Signature Required after Board approval.

<p><u>STATE AGENCY</u>                  Division of Criminal Justice Services                  80 South Swan Street                  Albany, NY 12210</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> T484389                  (Contract Number)   <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name &amp; Address)                  Oneida County                  800 Park Avenue                  Utica, NY 13501-2939</p>	<p><u>TYPE OF PROGRAMS:</u> GIVE Initiative  <u>DCJS NUMBERS:</u> GV15484389                  GV16484389  <u>CFDA NUMBERS:</u></p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460  <u>MUNICIPALITY NO:</u> (if applicable) 300100000000</p>	<p><u>INITIAL CONTRACT PERIOD:</u>                  FROM 07/01/2015 TO 06/30/2017  <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$20,400.00</p>
<p><u>STATUS:</u>                  Contractor is not a sectarian entry.                  Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u>                  [ ]                  (Enter number or Exempt)                  if "Exempt" is entered above, reason for exemption.  <u>N/A</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan</p> <p><input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds</p> <p><input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input type="checkbox"/> Other (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services                  BY: _____ Date: _____                  Office of Program Development and Funding</p> <p><u>State Agency Certification:</u> "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".</p> <p>GRANTEE:                  BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE                  _____                  Title: _____                  Date: _____</p>	<p>APPROVED,                  Thomas P. DiNapoli, State Comptroller                  _____                  Title: _____                  Date: _____</p>

**Award Contract****GIVE Initiative****Project No.****Grantee Name**

01/18/2017

GV15-1056-D01

Oneida County

AGREEMENT

## STATE OF NEW YORK

## AGREEMENT

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

## WITNESSETH:

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

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

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

## I. Conditions of Agreement

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

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

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

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

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

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

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

## II. Payment and Reporting

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

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

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

## III. Terminations

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

**CONTRACTOR.**

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

**IV. Indemnification**

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

**V. Property**

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

**VI Safeguards for Services and Confidentiality**

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

**Award Contract****GIVE Initiative****Project No.****Grantee Name**

GV15-1056-D01

Oneida County

01/18/2017

## 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, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of

race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.



(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting

agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100

Fax: 518-292-5884  
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, New York 10017  
212-803-2414  
email: mwbecertification@esd.ny.gov <http://esd.ny.gov.MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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.

January, 2014

Certified by - on

**Award Contract****GIVE Initiative****Project No.****Grantee Name**

01/18/2017

GV15-1056-D01

Oneida County

## APPENDIX A1

## AGENCY-SPECIFIC CLAUSES

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 for \$50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

## A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

## B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.

2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.

3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at: [http://www.whitehouse.gov/omb/circulars\\_default/](http://www.whitehouse.gov/omb/circulars_default/). The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of five million dollars or more.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract below the DCJS/OSC approval thresholds as set forth in 8 (A), the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
2. The Grantee is not permitted to reallocate funds between Non-Personal Service budget categories without the prior approval of DCJS when the amount of the modification is equal to or greater than ten percent of the category. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
3. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. These changes, however, must be submitted to DCJS with the next voucher or fiscal cost report submission.

Requests for modifications must be made in writing by an authorized representative of the Grantee.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed \$650 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and

allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.
2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.
3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.
4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such

quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed in the GMS Property Module although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with



## Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports to DCJS via the GMS system and additional information or amended data as required in Appendix D.

A. Program progress reports will be due on the last day of the month following the end of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter  
Report Due

January 1 - March 31  
April 30

April 1 - June 30  
July 31

July 1 - September 30  
October 31

October 1 - December 31  
January 31

B. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be

incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Agreement;

Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and

Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

## 25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

OMB Circular A 21, Cost Principles for Educational Institutions;

OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;

OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;

OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and

OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at:  
[http://www.whitehouse.gov/omb/circulars\\_default/](http://www.whitehouse.gov/omb/circulars_default/).

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided

by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

#### 29. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services 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 organizational and financial capacity.

#### 30. Suspension of Work (for Non-Responsibility)

The Commissioner of the New York State Division of Criminal Justice Services 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 he or she 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 such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

#### 31. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services 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.

VER 05/13/2013

Certified by - on

**Award Contract**

**GIVE Initiative**

**Project No.**

**Grantee Name**

01/18/2017

GV15-1056-D01

Oneida County

**APPENDIX B - Budget Summary by Participant**

Oneida County

Oneida County Sheriffs Office - Version 2

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Sheriff's Deputy OT (\$50/hr x 17 hrs/mo x 12)	1	\$10,200.00	\$10,200.00	\$10,200.00	\$0.00
Justification: Oneida County Sheriff's Office Deputies will be assigned, on an overtime basis, to conduct narcotics operations (involving gun possession), robbery (involving gun monitoring), warrant executions on top offenders, gang monitoring and surveillance, and multi-agency collaborations to reduce shootings and homicides. The Deputies will be assigned to the Gun Violence Strike Team (headed by UPD) and will be utilized in addition to the established multi-agency Emergency Response Team (ERT). Using an average overtime cost of \$50 per hour, the Department will schedule approximately 17 hours per month throughout the year.						
Total				\$10,200.00	\$10,200.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$10,200.00	\$10,200.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$10,200.00	\$10,200.00	\$0.00

**Award Contract****GIVE Initiative****Project No.****Grantee Name**

GV15-1056-D01

Oneida County

01/18/2017

## APPENDIX C

## PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.
3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.
4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.
5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services 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 or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.
6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services  
Office of Financial Services  
80 S. Swan St.  
Albany, NY 12210

## 7. Payment Schedule

### PAYMENT PAYMENT DUE DATE

1 Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

### 2-4 Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
  - DCJS approval of non-competitive consultant.
  - DCJS approval of non-competitive vendor for services.
  - DCJS approval of consultant services reimbursement greater than \$450 per eight hour day.
  - DCJS approval of change to Personal Services by more than 10 percent.
  - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
  - DCJS approval to subaward to another organization.
  - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
  - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
  - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
  - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), or by email at [epayments@osc.state.ny.us](mailto:epayments@osc.state.ny.us). Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

VER05/13/2013  
Certified by - on



**Award Contract****GIVE Initiative****Project No.**

GV15-1056-D01

**Grantee Name**

Oneida County

01/18/2017

**APPENDIX D - Work Plan****Goal**

The goal of the Gun Involved Violence Elimination (GIVE) Initiative is the elimination of shootings and homicides through the integrated use of evidence-based strategies that are incorporated into the four core elements of GIVE: People, Places, Alignment, and Engagement.

**Objective #1**

To implement the joint agency initiative as outlined in the GIVE comprehensive plan to directly combat shootings and homicides in the City of Utica with support and assistance from the other law enforcement partners.

**Task #1 for Objective #1**

The Oneida County Sheriffs Office will deploy targeted operations as outlined in the GIVE strategy through joint agency initiatives.

**# Performance Measure**

- 1 Provide the type(s) of operations.
- 2 Provide the area(s) where the operation took place.
- 3 Provide the dates and duration of the operation.
- 4 Provide the number of overtime hours.
- 5 Provide the actual overtime expenses.
- 6 Provide the number of debriefings conducted.
- 7 Provide the number of coordinated cases.
- 8 Provide the number of warrants executed.
- 9 Provide the number of felony arrests.
- 10 Provide the number of misdemeanor arrests.
- 11 Provide the number of violations issued.
- 12 Provide the number of guns recovered.
- 13 Document the types and amounts of drugs recovered.
- 14 Provide a brief narrative summarizing the activity and duties of the Oneida County Sheriffs Office, as it impacts the comprehensive GIVE plan in the City of Utica.

**Objective #2**

GIVE agencies are required to incorporate the theory of procedural justice into their overall strategy to reduce gun violence. Procedural justice is designed to improve police-community relations by ensuring interactions between law enforcement and individuals are fair; and that individuals who come in contact with the criminal justice system believe they are being treated equitably during those encounters.

**Task #1 for Objective #2**

Document how the Oneida County Sheriffs Office will incorporate Procedural Justice into the GIVE comprehensive plan.

**# Performance Measure**

- 1 Include how procedural justice is effectively administered.
- 2 Include any Procedural Justice training received by the Oneida County Sheriffs Office.
- 3 Include how the Oneida County Sheriffs Office coordinates with other appropriate agencies to ensure Procedural Justice is implemented.
- 4 Include how the Oneida County Sheriffs Office coordinates with community partners and stakeholders to ensure Procedural Justice is implemented.
- 5 Include how a policy of Procedural Justice is used in conjunction with other gun violence reduction methods.
- 6 Provide a brief narrative summarizing how the use of Procedural Justice is impacting the comprehensive GIVE plan in the City of Utica.

**Award Contract****GIVE Initiative****Project No.****Grantee Name**

GV15-1056-D01

Oneida County

01/18/2017

**Award Conditions**

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

**APPENDIX D - Special Conditions****A. Publications:**

1. The implementing agency will submit to DCJS for review all proposed publications (written, visual or sound) prior to their public release. Any such publications shall contain the following statement... "This project is supported by a grant from the New York State Gun Involved Violence Elimination (GIVE) Initiative. Points of view in this document are those of the author and do not necessarily represent the official position of policies of the Division of Criminal Justice"

2. No materials, items or publications resulting from award activities associated with the GIVE Initiative grant may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval must be submitted in writing to DCJS Executive Deputy Commissioner and Counsel at least 30 calendar days before requested use. Determinations of such requests will be made by the DCJS Executive Deputy Commissioner on a case-by-case basis.

**B. Programs:**

1. Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies, the implementing agency will coordinate their GIVE strategy with those other strategy initiatives in the county.

2. Grantee agrees that if the project is not implemented within 60 calendar days of the award date, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected implementation date. If the project is not operational within 90 calendar days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. At the discretion of the Executive Deputy Commissioner of DCJS, in consultation with the Board, the State may either revoke and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

3. The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York State Intelligence Center (NYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

4. Grantee shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable. Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/UCR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at:  
[http://www.criminaljustice.ny.gov/crimnet/ojsa/crimreporting/ucr\\_refman/IJPortal-UCR-Data-Entry-Manual.pdf](http://www.criminaljustice.ny.gov/crimnet/ojsa/crimreporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf)

All law enforcement agencies must stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief must submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Monthly Gun Data - Both primary and DCJS designated secondary police departments must submit the Monthly Gun Data Report within 30 days of the end of the month that is being reported on. When the police department is unable to submit the data within 30 days, the Chief must submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

**B. Program: Cont'd**

5. Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrest of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

6. Grantee shall enroll as applicable in the DCJSContact Directory established and administered by DCJS. DCJSContact is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the DCJSContact Directory can be obtained by downloading the enrollment form: <http://www.criminaljustice.ny.gov/ojs/documents/dcjscontactenrollform.pdf> or by calling NYS DCJS Office of Public Safety at (518) 457-2667.

7. All criminal justice information management software which a grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed on the DCJS web site at <http://www.criminaljustice.ny.gov/dict/dict.htm> and [http://www.criminaljustice.ny.gov/pio/fp\\_services.htm](http://www.criminaljustice.ny.gov/pio/fp_services.htm) or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

8. Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition provisions of the federal Violence Against Women Act.

9. Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

10. Grantee agrees to comply with all requirements included within the Project GIVE Request for Applications (RFA).

**C. Funding:** 1. Notwithstanding the provisions of paragraph 11 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment, and fee schedule.

2. This contract may be extended, increased, decreased, renewed, amended or renegotiated at the discretion of the Executive Deputy Commissioner of the Division of Criminal Justice Services or as otherwise agreed upon

by the Parties.

3. Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.
4. The following condition will apply to contracts between two New York State governmental entities:

This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

5. Grantee agrees that all specifications for technology purchases exceeding \$5,000 (excluding laptops and desktop computers) must be reviewed by the DCJS Office of Justice Information Services. The review will take place within three business days and should be coordinated through the DCJS Office of Program Development and Funding.

**A. Publications:**

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9. Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

10. Grantee agrees to comply with all requirements included within the Project GIVE Request for Applications (RFA).

**C. Funding:**1. Notwithstanding the provisions of paragraph 11 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment, and fee schedule.

2. This contract may be extended, increased, decreased, renewed, amended or renegotiated at the discretion of the Executive Deputy Commissioner of the Division of Criminal Justice Services or as otherwise agreed upon

by the Parties.

3. Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.
4. The following condition will apply to contracts between two New York State governmental entities:

This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

5. Grantee agrees that all specifications for technology purchases exceeding \$5,000 (excluding laptops and desktop computers) must be reviewed by the DCJS Office of Justice Information Services. The review will take place within three business days and should be coordinated through the DCJS Office of Program Development and Funding.

**Supplemental GIVE Special Conditions - 3/21/2016**

1. Participating police departments will attend monthly meetings, at a minimum, with the Operation SNUG (also known as Neighborhood Violence Prevention Project) program manager or his/her designee and regional crime analysts to discuss firearm related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violence crime within a jurisdiction.
2. By the 15th day of each month, participating police departments will provide Operation SNUG personnel with a monthly list of high risk individuals who have been identified as known or suspected gang members, gang leaders who promote gun violence, and candidates most likely to carry guns and/or be involved in shooting incidents. Police agencies may use discretion when it comes to supplying sensitive information regarding these high-risk individuals (i.e. persons involved in active criminal investigations).
3. By the 15th day of each month, the participating police department will provide DCJS a crime map pinpointing the locations of the prior month's shooting incidents for both the Operation SNUG target area(s) and the entire city.

**Supplemental GIVE Special Conditions - 3/21/2016**

4. Participating police departments will provide DCJS an annual crime map pinpointing the locations of all shooting incidents which have occurred between July 1 and June 30 of the preceding GIVE contract period for both the Operation SNUG target area(s) and the entire city. This annual crime map will be due on the last day of the month following the expiration date of the contract.
5. By the 15th day of each month the participating police department will provide DCJS a report detailing a month to month comparison of shootings and homicides for the current calendar year and the two preceding calendar years for the target area(s) and the entire city.
6. Participating police departments will provide DCJS an annual report detailing a year to year comparison of shootings and homicides for the current GIVE contract period and the two preceding GIVE contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the contract.
7. Participating police departments will develop written protocols detailing established procedures to notify the Operation SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

**Award Contract****GIVE Initiative****Project No.**

GV15-1056-D01

**Grantee Name**

Oneida County

01/18/2017

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Amendment created on - 04/21/2016  
Prior Contract Terms  
Contract Start Date - 07/01/2015  
Contract End Date - 06/30/2016  
Contract Amount - \$10,200.00

APPENDIX X  
AMENDMENT OF GRANT CONTRACT TERMS

Agency Code: 01490

This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Criminal Justice Services (DCJS), and represents an amendment to the grant contract executed between DCJS and the Grantee Agency indicated in the GMS Participant Module (the Parties).

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between DCJS 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 DCJS and the Grantee Agency.

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at <http://criminaljustice.state.ny.us/ofpa/forms.htm>.

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