

# 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

Timothy Julian  
Minority Leader

## COMMUNICATIONS WITH DOCUMENTATION

June 14, 2023

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

### FILE NO.

### COMMITTEE

2023-168 . . . Read and File  
2023-169 . . . Economic Development & Tourism, Ways & Means  
2023-170 . . . Economic Development & Tourism, Ways & Means  
2023-171 . . . Government Operations, Ways & Means  
2023-172 . . . Public Works, Ways & Means  
2023-173 . . . Public Works, Ways & Means  
2023-174 . . . Public Works, Ways & Means  
2023-175 . . . Public Safety, Ways & Means  
2023-176 . . . Public Safety, Ways & Means  
2023-177 . . . Public Safety, Ways & Means  
2023-178 . . . Public Safety, Ways & Means  
2023-179 . . . Public Safety, Ways & Means  
2023-180 . . . Public Safety, Ways & Means  
2023-181 . . . Health & Human Services, Ways & Means  
2023-182 . . . Health & Human Services, Ways & Means  
2023-183 . . . Health & Human Services, Ways & Means  
2023-184 . . . Health & Human Services, Ways & Means  
2023-185 . . . Health & Human Services, Ways & Means  
2023-186 . . . Health & Human Services, Ways & Means  
2023-187 . . . Health & Human Services, Ways & Means  
2023-188 . . . Health & Human Services, Ways & Means

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[www.ocgov.net](http://www.ocgov.net)



## 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

May 11, 2023

FN 20 23-168

### FedEx Overnight

Robert J. Rodriguez, Secretary of State  
New York State, Department of State  
One Commerce Plaza  
99 Washington Avenue  
Albany, New York 12231

RE: County of Oneida Local Emergency Order 1 of 2023  
Proclamation of a Local State of Emergency in the County of Oneida

Dear Mr. Secretary:

Pursuant to Executive Law § 24(3), enclosed please find the following:

1. County of Oneida Local Emergency Order 1 of 2023; and
2. Proclamation of a Local State of Emergency in the County of Oneida.

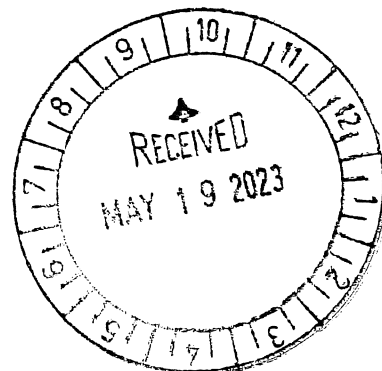
Thank you.

Very truly yours,

Morgan Polise, Paralegal

Enclosures

cc: State Office of Emergency Management (w/enc.) – FedEx Overnight  
Mary Finegan, Oneida County Clerk (w/enc.) – Hand delivery  
Mikale Billard, Clerk of the Board (w/enc.) – Hand delivery





## 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

May 11, 2023

### FedEx Overnight

Robert J. Rodriguez, Secretary of State  
New York State, Department of State  
One Commerce Plaza  
99 Washington Avenue  
Albany, New York 12231

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Pursuant to Executive Law § 24(3), enclosed please find the following:

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2. Proclamation of a Local State of Emergency in the County of Oneida.

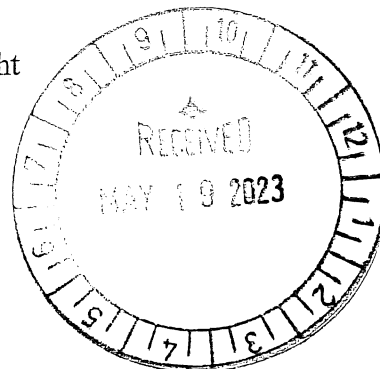
Thank you.

Very truly yours,

Morgan Polise, Paralegal

Enclosures

cc: State Office of Emergency Management (w/enc.) –FedEx Overnight  
Mary Finegan, Oneida County Clerk (w/enc.) – Hand delivery  
Mikale Billard, Clerk of the Board (w/enc.) – Hand delivery





ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

COUNTY OF ONEIDA  
LOCAL EMERGENCY ORDER 1 OF 2023

WHEREAS, by proclamation dated May 11, 2023, the County Executive of the County of Oneida declared a local state of emergency within the County in anticipation of the expiration of an order of the United States Centers for Disease Control and Prevention that prohibited the introduction into congregate settings of noncitizens arriving from or through Mexico and Canada (the “COVID-19 Migration Order”), thereby dramatically increasing the risk, already significant, that migrants will unlawfully enter the United States; and

WHEREAS, there is a national immigration crisis at the border between the United States and Mexico, creating a dramatic increase in the number of persons seeking asylum or who have illegally entered and remained in the United States (hereafter, “Migrants”), and the federal government has failed to anticipate or react to the exigent and emergent circumstances, resulting in thousands of Migrants crossing the United States border; and

WHEREAS, in the last year, the State of Texas has transported tens of thousands of Migrants from Texas to the City of New York, a “sanctuary city,” straining the City’s homeless, social, health, and emergency services and resulting in reported costs to the City in excess of \$4 billion; and

WHEREAS, on May 5, 2023, as a result of the strain placed on the City of New York by Migrants already in the City, the Mayor of the City of New York announced plans to bus Migrants arriving in the City to counties outside of the City of New York, without assessing the capabilities of counties outside of the City of New York to house and feed vulnerable Migrant populations and lacking all authority or jurisdiction to require the same; and

WHEREAS, the County of Oneida strives to be a welcoming community and recognizes the contributions of refugees, immigrants, and lawful migrants to the County’s development and emergence as the cultural and economic center of the State; however, unrestricted, unlawful migration poses a grave risk to the social, health, and emergency services resources of the County, particularly during this period of economic growth when the County’s inventory of housing and emergency housing is at historic lows; and

WHEREAS, the County of Oneida is responsible for securing the health and safety of its residents, and should the City of New York or other municipalities abruptly transport large numbers of Migrants to the County, the mass arrival of these Migrants will create a social, health, and emergency services crisis, causing an increase in homelessness, threatening the health and public safety of County residents and any relocated Migrants;

NOW THEREFORE, by the power vested in me by New York State Executive Law Section 24 and Oneida County Administrative Code Section 302(k), it here hereby ORDERED:

*Section 1. Prohibition of contracts with municipalities to transport or house Migrants that jeopardize the health, safety, or welfare of the County.*

- A. No person, business or entity doing business within the County of Oneida shall agree or contract with any municipality to transport to or within the County of Oneida any Migrant without the prior written permission of the County Executive or his designee, such permission to be given only after determining that such agreement or contract would not jeopardize the health, safety, or welfare of the County and its residents.
- B. No hotel, motel, shelter, campground, or owner of a multiple dwelling in the County of Oneida shall agree or contract with any municipality to sell, lease, rent, or otherwise provide hotel rooms, housing, campgrounds, motel rooms, or short-term rentals to any Migrant without the prior written permission of the County Executive or his designee, such permission to be given only after determining that such agreement or contract would not jeopardize the health, safety, or welfare of the County and its residents.
- C. As conditions to granting the permissions described in paragraphs A and B of this Section 1, the County Executive or his designee shall require each agreement or contract with a municipal counterparty to:
  - i. Provide a date certain for the return or relocation of the Migrant to the jurisdiction of the municipal counterparty;
  - ii. Require the municipal counterparty to provide all funding to sustain the needs of the Migrant during his or her stay in the County;
  - iii. Assume all costs of the County and any political subdivision within the County arising from the agreement or contract to transport or house the Migrant, including costs for the care, welfare, law enforcement interactions, or other interactions; and
  - iv. Provide to the County a bond securing the municipal counterparty's obligations as set forth in this Section 1(C) in an amount not less than Two Thousand Dollars and Zero Cents (\$2,000.00) per Migrant.

*Section 2. Penalties and Remedies.*

- A. Pursuant to New York State Executive Law Section 24(5), any person who, or entity which, knowingly violates the provisions of this Local Emergency Order shall be guilty of a class B misdemeanor. The Oneida County Sheriff is authorized to issue appearance tickets for any such knowing violation of this Local Emergency Order.
- B. In addition to the foregoing penalty, any person who, or entity which, knowingly violates any provision of this Local Emergency Order or any term or condition of the permissions authorized hereby shall be liable for a civil penalty of Two

Thousand Dollars and Zero Cents (\$2,000.00) per day, and per each Migrant transported to or within the County or housed within the County in violation of this Local Emergency Order. The civil penalties provided by this paragraph shall be recoverable in an action instituted in the name of the County and initiated by the County.

- C. Regardless of any other penalty, remedy or relief sought by the County for any violation of this Local Emergency Order, the County Attorney may commence actions or proceedings in the name of the County, in a court of competent jurisdiction, to abate any violations of this Local Emergency Order.
- D. The penalties or remedies of this Local Emergency Order are not exclusive of any other remedy or penalty, but are in addition to all such other remedies and penalties and may be pursued at any time whether prior to, simultaneously with, or following any other remedy or penalty.

*Section 3. Comprehensive Emergency Management Plan.* Pursuant to the Oneida County Comprehensive Emergency Management Plan, the County Executive and the Oneida County Director of Emergency Services shall activate and initiate all processes necessary to effectuate the provisions of this Local Emergency Order.

*Section 4. Severability.* If any clause, sentence, paragraph or part of this Local Emergency Order shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder hereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part of this Local Emergency Order so adjudged to be invalid.

*Section 5. Effective Date and Expiration.* This Local Emergency Order shall take effect immediately and shall remain in effect for a period of five (5) days. This Local Emergency Order may be renewed for additional periods of five (5) days each.

This Local Emergency Order shall be executed in quadruplicate and filed within seventy-two hours or as soon thereafter as practicable in the office of the Clerk of Board of Legislators, the office of the County Clerk, the New York Secretary of State, and the New York State Office of Emergency Management withing the Division of Homeland Security and Emergency Services.

  
\_\_\_\_\_  
ANTHONY J. PICENTE, JR.  
COUNTY EXECUTIVE

Date: 5-11-23



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

**PROCLAMATION OF A LOCAL STATE  
OF EMERGENCY IN THE COUNTY OF ONEIDA**

WHEREAS, the United States has experienced a dramatic increase in migration from or through Mexico and Canada, including a dramatic increase in the number of persons seeking asylum or who have illegally entered and remained in the United States (hereafter, “Migrants”); and

WHEREAS, in an effort to combat the COVID-19 pandemic, the United States Centers for Disease Control and Prevention issued an order, effective August 2, 2021, prohibiting the introduction into congregate settings of noncitizens arriving from or through Mexico and Canada (the “COVID-19 Migration Order”); and

WHEREAS, the COVID-19 Migration Order decreased, but did not eliminate, migration into the United States from or through Mexico and Canada; and

WHEREAS, in the last year, the State of Texas has transported tens of thousands of Migrants from Texas to the City of New York, straining the City’s homeless and emergency services and resulting in reported costs to the City in excess of \$4 billion; and

WHEREAS, the COVID-19 Migration Order expires on May 11, 2023, which will likely increase the migration and the relocation of Migrants within the United States and its cities, particularly the City of New York; and

WHEREAS, on May 5, 2023, as a result of the strain placed on the City of New York by Migrants already in the City, the Mayor of the City of New York announced plans to bus Migrants arriving in the City to counties outside of the City of New York, without assessing the capabilities of counties outside of the City of New York to house and feed vulnerable Migrant populations and lacking all authority or jurisdiction to require the same; and

WHEREAS, New York City, as a “sanctuary city,” provides services to Migrants and receives reimbursement for such services from the State of New York, but the County of Oneida is unlikely to receive reimbursement for such services from the State of New York; and

WHEREAS, on May 9, 2023, the Governor of the State of New York declared a disaster emergency within the State of New York, finding and declaring that upon the expiration of the COVID-19 Migration Order, a humanitarian disaster is imminent; and

WHEREAS, the County of Oneida strives to be a welcoming community and recognizes the contributions of refugees, immigrants, and lawful migrants to the County’s development and emergence as the cultural and economic center of the State; however, unrestricted, unlawful migration poses a grave risk to the social, health, and emergency services resources of the County, particularly during this period of economic growth when the County’s inventory of housing and emergency housing is at historic lows; and

WHEREAS, should the City of New York or State of New York abruptly transport large numbers of Migrants to the County, the mass arrival of these Migrants will create a social, health, and emergency services crisis, causing an increase in homelessness, and will threaten the health and public safety of County residents and any relocated Migrants; and

WHEREAS, pursuant to New York State Executive Law Section 24 and Oneida County Administrative Code Section 302(k), the County Executive is empowered to proclaim and declare a local state of emergency upon a reasonable apprehension of a public emergency or an emergency affecting the life, health, and safety of inhabitants of the County;

NOW THEREFORE, I PROCLAIM AND DECLARE a local state of emergency within the County of Oneida, effective beginning May 11, 2023 and continuing until June 9, 2023, unless I rescind or extend such local state of emergency.

This proclamation shall be executed in quadruplicate and filed within seventy-two hours or as soon thereafter as practicable in the office of the Clerk of Board of Legislators, the office of the County Clerk, the New York Secretary of State, and the New York State Office of Emergency Management withing the Division of Homeland Security and Emergency Services.

  
\_\_\_\_\_  
ANTHONY J. PICENTE, JR.  
COUNTY EXECUTIVE

DATE: 5-11-23



Anthony J. Picente Jr.  
Oneida County Executive



Amanda L. Cortese-Kolasz  
Commissioner of Personnel

**ONEIDA COUNTY  
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986  
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

May 3, 2023

FN 20 23-169

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

**ECONOMIC DEVELOPMENT  
& TOURISM**

WAYS & MEANS

**Re: Tentative Collective Bargaining Agreement Between the County of Oneida, the Board of Trustees of Mohawk Valley Community College and the Mohawk Valley Community College Adjunct and Part-Time Association (APA)**

Dear County Executive Picente:

Attached, please find correspondence from Dr. Randall J. VanWagoner, President of Mohawk Valley Community College (MVCC) that details the highlights of the tentative collective bargaining agreement, as well as a copy the tentative agreement, between Oneida County, MVCC and APA. If ratified, this agreement will cover the period of September 1, 2022 through August 31, 2025. The tentative agreement has been ratified by APA and the MVCC Board of Trustees. It now requires ratification by the Oneida County Board of Legislators.

I was the County's representative on the management bargaining team for this agreement and negotiations were accomplished over the course of nine (9) sessions beginning on November 16, 2022 and concluding on March 24, 2023. I believe that this contract settlement is fair to employees and taxpayers, and will assist MVCC to carry out its mission. As such, I recommend approval of this agreement and ask that you forward the same to the Board of Legislators for consideration at their May meeting.

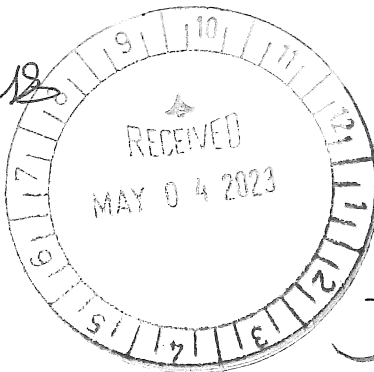
Last, I would like to thank both negotiating teams for their efforts in bringing this matter to conclusion. As always, I am available to answer any questions or concerns that either you or the Board of Legislators may have regarding this matter.

Respectfully submitted,

*Amanda L. Cortese-Kolasz*  
Amanda L. Cortese-Kolasz  
Commissioner of Personnel

Enclosure

cc: County Attorney



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

*Anthony J. Picente, Jr.*

Anthony J. Picente, Jr.  
County Executive

Date 5-3-23



**ONEIDA COUNTY**  
**DEPARTMENT OF PLANNING**

Boehlert Center at Union Station  
321 Main St., Utica NY 13501  
Phone: (315) 798-5710 Fax: (315) 798-5852

ANTHONY J. PICENTE, JR.  
County Executive  
James J. Genovese II  
Commissioner

May 18, 2023  
Anthony J. Picente, Jr.  
County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

FN 20 23-170

**ECONOMIC DEVELOPMENT  
& TOURISM**  
**WAYS & MEANS**

Re: NYS Office of Community Renewal – 2021 Consolidated Funding Application –  
Economic Development Grant Project

Dear County Executive Picente:

In a continuing effort to assist businesses throughout Oneida County, we received funding for a Community Development Block Grant (CDBG) made available by the New York State Office of Community Renewal (OCR) through the 2021 New York State Consolidated Funding Application.

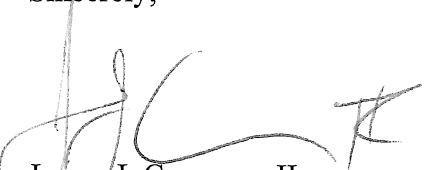
Based on the requirements from the OCR, Oneida County must hold another hearing for our CDBG project 846ED1000-21 for the Oneida County Economic Development Grant Program for the amount not to exceed \$120,000. This funding has assisted Square One Coating Systems, LLC to support and foster its development and expansion. This grant allowed the business to hire eight new employees, six of whom were low to moderate-income, and assisted with the purchase of equipment required to expand the business. Since Utica and Rome are entitlement communities under the U.S. Department of Housing and Urban Development CDBG Program, their residents were not eligible for this program.

Since the CDBG program does not require a local match, no Oneida County dollars have been expended on this project. This grant has been administered by Mohawk Valley EDGE on behalf of Oneida County.

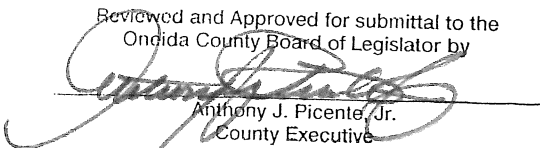
Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a request to conduct the mandated public hearing on the CDBG project on July 12, 2023, at 2:00 p.m., as required by the statutory requirements of the CDBG program.

Should you have any questions regarding this matter please contact me.

Sincerely,

  
James J. Genovese II  
Commissioner  
Oneida County Department of Planning

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

  
Anthony J. Picente, Jr.  
County Executive

Date 5-19-23

Anthony J. Picente Jr.  
Oneida County Executive



Amanda L. Cortese-Kolasz  
Commissioner of Personnel

**ONEIDA COUNTY  
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986  
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

FN 20 23-171

May 1, 2023

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

GOVERNMENT OPERATIONS

WAYS & MEANS

**Re: Revised Harassment and Discrimination Prevention Policy**

Dear County Executive Picente:

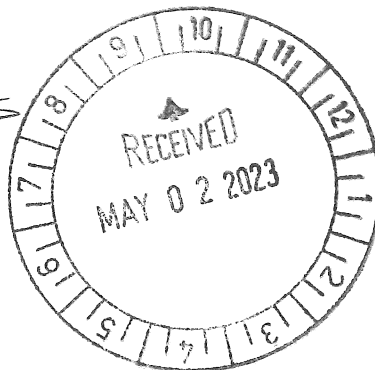
As you know, New York State requires that employers adopt a sexual harassment prevention policy in compliance with the State's model policy. Oneida County's Harassment and Discrimination Prevention Policy covers all forms of unlawful harassment and discrimination, rather than limiting the same to sexual harassment, but incorporates all necessary provisions to comply with the State's model sexual harassment prevention policy.

To remain in line with recent amendments to the law, New York State has published a revised model sexual harassment prevention policy. This necessitates amendments to the Oneida County Harassment and Discrimination Prevention Policy. I have prepared an amended County policy that incorporates all necessary revisions, and the same is enclosed herewith.

I respectfully request that you forward this request to the Board of Legislators for consideration at their next meeting. As always, I am available to address any questions or concerns either you or the Board may have.

Respectfully submitted,

Amanda L. Cortese-Kolasz  
Commissioner of Personnel



Enclosure

cc: County Attorney

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

Anthony J. Picente, Jr.  
County Executive

Date 5-1-23



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

May 17, 2023

FN 20 23-172

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

PUBLIC WORKS

WAYS & MEANS

**Re: Appointment of Commissioner of Public Works**

Honorable Members:

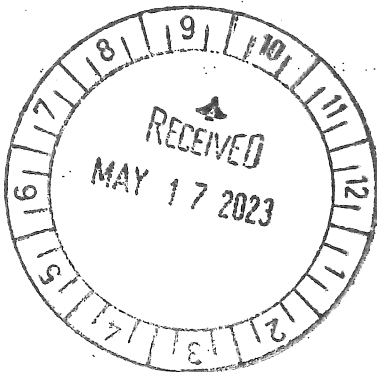
In accordance with Section 701 of the Oneida County Charter and Section 701 of the Oneida County Administrative Code, I submit to you my appointment of Matthew S. Baisley as Commissioner of Public works at Grade 49H, off step with a salary of \$148,000, effective June 5, 2023. I have enclosed a copy of Mr. Baisley's resume for your information.

I request that this appointment be placed on the Agenda for consideration at your June meeting.

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

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive





**ONEIDA COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**  
 George E. Carle Complex  
 5999 Judd Road, Oriskany, NY 13424  
 Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.  
 County Executive

NICHOLAS P. DIGENNARO, P.E., CFM  
 Interim Commissioner

April 28, 2023

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

FN 20 23-173

**PUBLIC WORKS**

WAYS & MEANS

Dear County Executive,

A review of the DPW Buildings and Grounds Maintenance, Repair & Service Contracts has projected a shortfall by the end of the year. The number of repairs has been increasing along with the cost for the repairs. Fortunately, it is believed there will be a surplus in the utilities and other expenses accounts due to the warmer weather during this past winter and the elimination of Covid cleaning.

I therefore request your Board's approval for the following 2023 Funds Transfer:

**TO:**

A-1620-1620.493-000 – Maint, Repair & Service Contracts.....\$40,000.00

**FROM:**

A-1620-1620.414-000 – Utilities.....\$40,000.00

**TO:**

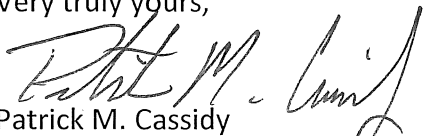
A1620-1620.493-000-Maint, Repair & Service Contracts.....\$30,000.00

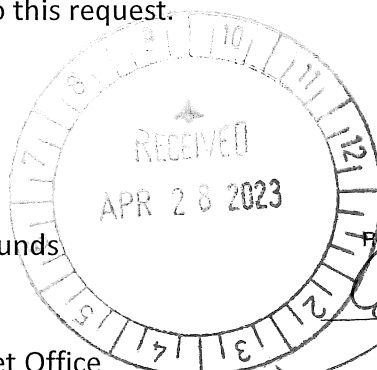
**FROM:**

A1620-1620-495-000-Other Expenses.....\$30,000.00

Thank you for your kind attention to this request.

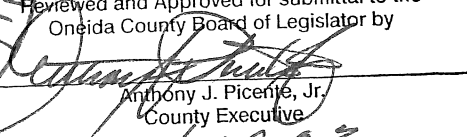
Very truly yours,

  
 Patrick M. Cassidy  
 Dep. Commissioner Buildings & Grounds



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

CC: Comptroller  
 County Attorney Budget Office

  
 Anthony J. Picente, Jr.  
 County Executive  
 Date 4-28-23



**ONEIDA COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**  
George E. Carle Complex  
5999 Judd Road, Oriskany, NY 13424  
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.  
County Executive

NICHOLAS P. DIGENNARO, P.E., CFM  
Interim Commissioner

May 19, 2023

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

FN 20 23-174

**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente,

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

The agreement between the New York State Unified Court System and the County of Oneida, which allows the State of New York to reimburse Oneida County eligible expenditures as defined by Chapter 686 of the Laws of 1996, was executed in 2018. The attached budget proposal is for the 2022-2023 fiscal year, which begins April 1, 2022 and ends March 31, 2023, with a reimbursement of approximately \$723,913.00.

If acceptable, please sign the enclosed proposal.

Sincerely,

*Nicholas DiGennaro*

Nicholas P. DiGennaro, P.E., CFM  
Interim Commissioner – Department of Public Works  
Deputy Commissioner – Division of Engineering

cc: Patrick Cassidy, 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: 5-19-23

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

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name & Address of Vendor:** New York State Unified Court System  
25 Beaver Street  
New York, NY 10004

**Title of Activity or Service:** Court Facilities Cleaning & Maintenance  
Reimbursement

**Proposed Dates of Operation:** April 1, 2018 to March 31, 2023  
Renewal for 4/1/2022-3/31/2023

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

### Summary Statements

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

The State of New York is responsible for managing the interior cleaning of court facilities and the performance of minor repairs therein. In 2018, the County and the New York State Unified Court System entered into an agreement, for one year but renewable for a maximum of five years, allowing the State to reimburse the County for eligible expenditures. The attached renewal and budget proposal is for the 2022-2023 fiscal year, which begins April 1, 2022 and ends March 31, 2023, with a reimbursement of approximately \$723,913.00. This constitutes the fifth and final renewal of the agreement.

The renewal also contains language increasing the budget for the entire five-year period to reflect higher cleaning costs in 2020, 2021, and 2022 based on an increase in state contracted services and because of COVID cleaning protocols. This will *increase* the total reimbursement from the State of New York to Oneida County by \$340,431, from \$2,957,356 to \$3,297,787.

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

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

#### 4) Funding

<b>Account #:</b>	A3022
<b>Total Funding Requested:</b>	\$723,913.00
<b>Oneida County Dept. Funding Recommendation:</b>	\$723,913.00

#### Proposed Funding Sources

<b>Federal:</b>	0.00
<b>New York State:</b>	\$723,913.00
<b>County:</b>	0.00
<b>Other:</b>	0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None



STATE OF NEW YORK  
**UNIFIED COURT SYSTEM**  
**FIFTH JUDICIAL DISTRICT**  
ONONDAGA COUNTY OFFICE BUILDING  
600 S. STATE STREET  
SYRACUSE, NEW YORK 13202-3099  
(315) 671-2111  
FAX: (315) 671-1175

**TAMIKO AMAKER**  
Chief Administrative Judge

**NORMAN ST. GEORGE**  
Deputy Chief Administrative Judge  
Courts Outside New York City

**JAMES P. MURPHY**  
Justice of Supreme Court  
District Administrative Judge  
Fifth Judicial District

**DONALD C. DOERR, ESQ.**  
District Executive

**JOELLE M. DOUGHERTY**  
Deputy District Executive

March 6, 2023

Hon. Anthony J. Picente, Jr.  
Oneida County Executive  
6000 Airport Road  
Oriskany, NY 13424

**RE: Agreement Between UCS and the County of Oneida for  
Court Cleaning and Minor Repairs (Contract No. 300424)  
Annual Renewal Letter and Budget (Appendix B) for SFY 2022-2023**

Dear County Executive Picente:

Please be advised that pursuant to Section I of the existing contract between the Unified Court System and the County of Oneida, we have established a renewal period in the five-year term of this agreement. Said renewal period commenced on April 1, 2022 and will terminate on March 31, 2023. During this 2022-2023 renewal period, all terms and conditions of the above-referenced Agreement shall continue to apply, except as specified below.

The proposed budget for services to be rendered pursuant to this contract in the 2022-2023 period shall be \$723,913. Pursuant to the provisions of Chapter 686 of the Laws of 1996, as amended to date, the maximum compensation for the 2022-2023 period shall be 100% of the total amount. The attached revised Appendix B, detailing the proposed budget for the renewal period, shall be incorporated into the Agreement and shall replace all prior Appendix B's. The UCS is requesting an amendment in the amount of \$340,431 to the County of Oneida's five-year contract due to an increase in the state contracted cleaning service in 2022-2023 in the amount of \$125,000 and additional COVID cleaning costs starting in 2020 thru 2022 totaling approximately \$217,000. The state contracted cleaning budget increased by 9.1% or an additional \$125,00 over 2021-2022. The additional COVID cleaning costs totaled \$110,618 paid in 2020-2021 and \$106,256 paid in 2021-2022. The revised five-year contract amount will be \$3,297,787.

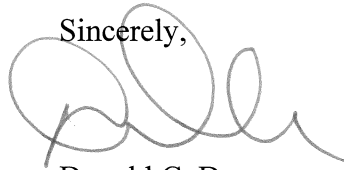
The signature below shall confirm acceptance of this renewal by the County of Oneida and by the UCS.



Accordingly, the original of this letter should be signed by an authorized representative of the County of Oneida and the corresponding Acknowledgment Page should be notarized.

Thank you.

Sincerely,



Donald C. Doerr  
District Executive

Attachments

Accepted for: the County of Oneida

Accepted for: Unified Court System

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

\_\_\_\_\_  
Maureen McAlary  
Director, Division of Financial Management

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Dated:

**ACKNOWLEDGMENT**

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally came Anthony J. Picente,  
to me known, who, being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_  
\_\_\_\_\_, that he/she is the \_\_\_\_\_ (Title)  
of \_\_\_\_\_ (Municipality), the municipality described in and which  
executed the above instrument; and that he/she is authorized to execute the above instrument on  
behalf of said municipality.

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

**Unified Court System**  
**Court Cleaning and Minor Repairs Proposed Budget Form**  
 (Appendix B to a contract between a local government entity and the NYS Unified Court System pursuant to Chapter 686, Laws of 1996)

State Fiscal Year: 2022-2023

Name of County or City: ONEIDA COUNTY

List Court Buildings: Name and Address of Each Court Building (Including County Clerk Space)	Owned or Leased	Total		Court Spaces to be Cleaned and Repaired Pursuant to this Budget	Court Related Aid Eligible Percentage
		Building Net Usable Square Feet	Net Usable Sq. Ft.		
Rome County Office Bldg, 301 W. Dominick St. (301W)	Owned	24,000	15,767		66%
Law Library, 235 Elizabeth St, (Law Lib)	Owned	25,000	8,750		35%
Oneida County Office Bldg, 800 Park Ave. (OCOB)	Owned	256,243	10,250		4%
Rome Court House, 302 N James St (RCH)	Owned	20,698	19,042		92%
Utica Courthouse, 200 Elizabeth St., (UCH)	Owned	143,208	140,344		98%
Combined		469,149	194,153		41%

Note: Divide Court SF by Total SF for percent

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

**1 Cleaning Costs:**  
**1(a) Service Contracts**

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
1	NYS Industries of the Disabled	Janitorial	301W	\$106,828	66%	\$70,506
2	NYS Industries of the Disabled	Janitorial	Law Lib	\$65,321	35%	\$22,862
3	NYS Industries of the Disabled	Janitorial	OCOB	\$715,173	4%	\$28,607
4	NYS Industries of the Disabled	Janitorial	RCH	\$46,257	92%	\$42,556
5	NYS Industries of the Disabled	Janitorial	UCH	\$368,515	98%	\$361,145
6						
<b>1(a) Subtotal:</b>						<b>\$525,677</b>

**1(b) Local Payroll**

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

**1(c) Supplies and Equipment**

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
13					
14					
15					
16					
17					
18					
<b>1(c) Subtotal:</b>					<b>\$0</b>

**1(d) - Total Cleaning Costs (1a+1b+1c):** **\$525,677**

2 Trash Removal and Disposal

2(a) Trash Removal

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
19	Waste Management	301W	1	\$2,234	66%	\$1,474
20	Waste Management	Law Lib	1	\$1,891	35%	\$662
21	Waste Management	OCOB	1	\$18,208	4%	\$728
22	Waste Management	RCH	1	\$1,777	92%	\$1,635
23	Waste Management	UCH	1	\$10,223	98%	\$10,019
2(a) Total:						\$14,518

2(b) Trash Disposal

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
24	O.C. Solid Waste Authority	OCOB	1	\$2,730	4%	\$109
25						
26						
27						
28						
2(b) Total:						\$109

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

**\$14,627**

3 HVAC Cleaning Costs

3(a) Duct Work Cleaning and Filter Changing By Service Contract

	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
29						
30						
31						
32						
33						
34						

3(a) Subtotal:

\$0

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

No. of Positions	Building	Annual Wages	Fringe Benefits	Total		Aid Eligible Percentage	Budget Request
				Personal Service Costs	Costs		
35	301W	446	246	\$692	66%	\$457	
36	LawLib	525	281	\$806	35%	\$282	
37	OCOB	2,170	1,199	\$3,369	4%	\$135	
38	RCH	1,008	544	\$1,552	92%	\$1,428	
39	UCH	1,050	169	\$1,219	98%	\$1,195	
40							
3(b) Subtotal:							\$3,496

3(c) Filter Changing - Filters Only

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
42	AFIV/Box/Pleated Filters	LawLib	844	35%	\$295
43	AFIV/Box/Pleated Filters	OCOB	413	4%	\$2,478
44	Hi-Flo ES Bag	OCOB	2,129	4%	\$85
45	AFIV/Box/Pleated Filters	RCH			
46	AFIV/Box/Pleated Filters	UCH	984	98%	\$964
3(c) Subtotal:					\$3,822

3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c): 3(d) **\$7,318**

4 GRAND TOTAL - ALL "CLEANING COSTS": Grand Total Boxes 1d + 2c + 3d: 4 **\$547,622**

5 Proposed "Tenant" Work

Use the following codes:

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

Work to be Performed:

Code	Describe Work	Building	Wages	Fringe	Supplies	Total Costs	Aid Eligible Percentage	Budget Request
47	G Sec Swipe Card/Video	UCH			\$8,174	\$8,174	100%	\$8,174
48	B Paint Courtroom	UCH			\$34,800	\$34,800	100%	\$34,800
49	A Carpets	RCH			\$6,905	\$6,905	100%	\$6,905
50	A Carpets	RCH			\$8,814	\$8,814	100%	\$8,814
51	A Carpets	RCH			\$2,392	\$2,392	100%	\$2,392
52	B Paint Courtroom	RCH			\$16,916	\$16,916	100%	\$16,916
53								
54								
55								
56								
57								
Total (5):								\$78,001

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

Total (4+5)      6:      **\$625,623**



7 Building and Property Maintenance:

7(a) Service Contracts

Use Codes A-G:

- a - Pest Control
- b - Elevators
- c - HVAC
- d - Telephone Wiring

- e - Security & Alarm Systems
- f - Property Maintenance
- g - Other (Identify)

Code	Contractor	Type Work Performed	Building	Contract		Aid Eligible Percentage	Budget Request
				Amounts for Budget Period	Budget		
58	c Carrier	Maint and Cleaning	301W	\$2,769	66%	\$1,828	
59	f Unifirst Floor Mats	Floor Mats	301W	\$3,878	66%	\$2,559	
60	b Otis Elevator	Maintenance	301W	\$371	66%	\$245	
61	f ASSA Abloy	Maintenance	301W	\$3,517	66%	\$2,321	
62	f Beaton Industrial	Maintenance	301W	\$1,833	66%	\$1,210	
63	f REM FireSystem	Maintenance	301W	\$187	66%	\$123	
64	f Modular Mechanic	Maintenance	301W	\$4,250	66%	\$2,805	
65	e IK Systems	Card Reader	301W	\$170	66%	\$112	
66	f Pulver Roofing	Maintenance	301W	\$1,725	66%	\$1,139	
67	f Sharer Tech	Maintenance	301W	\$6,183	66%	\$4,081	
68	f Unifirst Floor Mats	Floor Mats	Law Lib	\$1,170	35%	\$410	
69	a Pestech	Pest Control	Law Lib	\$803	35%	\$281	
71	c Carrier	Maintenance	Law Lib	\$798	35%	\$279	
72	b Otis Elevator	Maintenance	Law Lib	\$1,397	35%	\$489	
73	f REM FireSystem	Maintenance	Law Lib	\$211	35%	\$74	
74	f TR Entepriizes	Back Flow testing	Law Lib	\$556	35%	\$195	
75	b Alps Elevator	Elevator	Law Lib	\$279	35%	\$98	
76	f Modular Mechanic	Maintenance	Law Lib	\$2,378	35%	\$832	
77	c Chem Aqua	Cleaning Cooling tower	OCOB	\$5,528	4%	\$221	
78	f Unifirst Floor Mats	Floor Mats	OCOB	\$3,353	4%	\$134	
79	c Carrier	Maintenance	OCOB	\$18,355	4%	\$734	
80	f Ber-National	Service calls	OCOB	\$3,345	4%	\$134	
81	f Egan Excavating	Service calls	OCOB	\$2,559	4%	\$102	
82	f HJ Brandeles	Service calls	OCOB	\$6,083	4%	\$243	
83	f Independent Field	PM done	OCOB	\$4,108	4%	\$164	
84	c IK Systems	Card Reader	OCOB	\$1,122	4%	\$45	
85	c Beaton Industrial	Service calls	OCOB	\$3,420	4%	\$137	
86	g Oneida Electric	Electrical Work	OCOB	\$3,442	4%	\$138	

87	b	Otis Elevator	Maintenance	OCOB	\$11,532	4%	\$461
88	b	Alps Elevator	Elevator	OCOB	\$1,585	4%	\$63
89	f	TR Entepriizes	Back Flow testing	OCOB	\$371	4%	\$15
90	f	REM FireSystem	Maintenance	OCOB	\$3,155	4%	\$126
91	f	Roto Rotor	Service calls	OCOB	\$758	4%	\$30
92	c	Sharer Tech	HVAC	OCOB	\$5,805	4%	\$232
93	a	Pestech	Pest Control	OCOB	\$4,871	4%	\$195
94	f	Apalachee	Maintenance	OCOB	\$12,821	4%	\$513
95	f	Oneida -Herkimer	Scrap	OCOB	\$1,046	4%	\$42
96	a	Pestech	Pest Control	RCH	\$599	92%	\$551
97	c	Carrier	HVAC	RCH	\$1,919	92%	\$1,765
98	f	Modular Mechanic	Maintenance	RCH	\$583	92%	\$536
99	f	Unifirst Floor Mats	Floor Mats	RCH	\$1,550	92%	\$1,426
100	f	HJ Brandeles	Pest Control	RCH	\$883	92%	\$812
101	f	Unifirst Floor Mats	Floor Mats	UCH	\$2,976	98%	\$2,916
102	b	Alps Elevator	Elevator	UCH	\$2,207	98%	\$2,163
103	a	Pestech	Pest Control	UCH	\$1,102	98%	\$1,080
104	c	Johnson Controls	Service calls	UCH	\$650	98%	\$637
105	c	Carrier	HVAC	UCH	\$7,367	98%	\$7,220
106	b	Otis Elevator	Elevator	UCH	\$19,047	98%	\$18,666
107	f	Pulver Roofing	Maintenance	UCH	\$1,854	98%	\$1,817
108	e	REM FireSystem	Maintenance	UCH	\$115	98%	\$113
109	f	Sharer Tech	HVAC	UCH	\$17,710	98%	\$17,356
110	f	TR Entepriizes	Back Flow testing	UCH	\$3,904	98%	\$3,826
111	f	Utica Glass	Service calls	UCH	\$2,431	98%	\$2,382
7(a) Subtotal:							\$86,077

7(b) Local Payroll

No. of Positions	Building	Annual Wages	Fringes	Total Costs	Aid Eligible Percentage	Budget Request
111	301W	48,927	8,413	57,340	66%	\$37,844
112	Law Lib	29,426	3,675	33,101	35%	\$11,585
113	OCOB	92,210	7,574	99,784	4%	\$3,991
114	RCH	36,114	7,208	43,322	92%	\$39,856
115	UCH	59,155	5,518	64,673	98%	\$63,380
116						

117									
118									

7(b) Subtotal: \$156,657

7(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
119	Ace Hardware	301W		\$1,894	66%	\$1,250
120	Rick's Rags	301W		\$872	66%	\$576
121	Cooper Electric	301W		\$47	66%	\$31
122	Sacco's Locksmith	301W		\$11	66%	\$7
123	Grainger	301W		\$1,190	66%	\$785
124	Rome Plumbing	301W		\$418	66%	\$276
125	Cooper Electric	OCOB		\$3,876	4%	\$155
126	IK Systems	OCOB		\$452	4%	\$18
127	Chem Aqua	OCOB		\$1,339	4%	\$54
128	Ace Hardware	OCOB		\$229	4%	\$9
129	Anixter Security	OCOB		\$6,028	4%	\$241
130	Utica Valley Elec	OCOB		\$219	4%	\$9
131	Rick's Rags	OCOB		\$1,480	4%	\$59
132	Grainger	OCOB		\$12,354	4%	\$494
133	Suburban Propane	OCOB		\$226	4%	\$9
134	JM Door	OCOB		\$89	4%	\$4
135	Kaman	OCOB		\$1,534	4%	\$61
136	McQuade & Banniga	OCOB		\$622	4%	\$25
137	Ilion Lumber	OCOB		\$2,415	4%	\$97
138	Northstar Orchards	OCOB		\$1,647	4%	\$66
139	Rome Plumbing	OCOB		\$3,876	4%	\$155
140	Sacco's Locksmith	OCOB		\$164	4%	\$7
141	Utica Glass	OCOB		\$2,688	4%	\$108
142	Urbanik's Paint	OCOB		\$1,400	4%	\$56
143	Utica Plumbing	OCOB		\$1,022	4%	\$41
144	Utica Spray Chemical	OCOB		\$129	4%	\$5
145	Yorkville Battery	OCOB		\$12	4%	\$0
146	Ace Hardware	RCH		\$957	92%	\$880
147	Grainger	RCH		\$2,098	92%	\$1,930
148	Sacco's Locksmith	RCH		\$21	92%	\$19
149	Urbanik's Paint	RCH		\$202	92%	\$186
150	G5 Engraving	UCH		\$20	98%	\$20
151	Grainger	UCH		\$1,085	98%	\$1,063

152	Illion Lumber	UCH				\$1,128	98%	\$1,105
153	Midway Industrial	UCH				\$2,096	98%	\$2,054
154	Rome Plumbing	UCH				\$45	98%	\$44
155	Sacco's Locksmith	UCH				\$24	98%	\$24
156	Urbanik's Paint	UCH				\$270	98%	\$265
157	Utica Glass	UCH				\$357	98%	\$350
158								
159								
160								
161								
							7(c) Subtotal:	\$12,537

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c) 7(d): **\$255,272**

8 Total - Building and Property Maintenance Costs: **\$255,272**

9 Total Cost Reimbursable @ 25% = (Box 8 x 25%) **\$63,818**

10 Total Proposed Direct Costs (Item 6 + Item 9): **\$689,441**

10 Overhead Costs (Item 10 x .05): **\$34,472**

11 Total Proposed Contract Amount (Item 10 + Item 11): **\$723,913**

12 Local Government Verification:

13 I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.

Name: Diane Furlong County or City: Oneida County

Title: Accounting Supervisor Address: 5999 Judd Rd., Oriskany, NY 13424

Signature: *Diane Furlong*

Date: 25-Jul-22

Phone: 315-793-6245



**TENANT WORK ORDER FORM**  
**FOR CHAPTER 686 COURT CLEANING AND MINOR REPAIRS**

REQUESTED BY : Jeanne Natale DATE : 01/24/22

TITLE : Chief Clerk

LOCATION / BLDG : Oneida County Courthouse - Utica

JOB DESCRIPTION : \_\_\_\_\_

Install swipe-card security and video monitor for Chief Clerk's office.

**LABOR**

REQUIRED HOURS : \_\_\_\_\_

REG OR OT

CIRCLE ONE

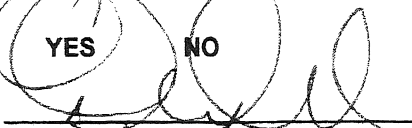
<u>EMPLOYEE</u>	<u>REG HOURLY RATE</u>	<u>LABOR COST</u>	<u>INC. FRINGE @ %</u>	<u>OT HOURLY RATE</u>	<u>OT LABOR COST</u>	<u>INC. FRINGE @ %</u>
0.00						

**MATERIALS AND SUPPLIES**

<u>VENDOR</u>	<u>SUPPLIES</u>	<u>AMOUNT</u>

<u>Materials</u>	<u>Labor</u>	<u>Total Cost</u>
		\$ 8,174.25

APPROVED YES NO

SIGNATURE :  \_\_\_\_\_

DATE : 1/25/22 \_\_\_\_\_





*This proposal and the information contained herein is the proprietary intellectual property of IK Systems, Inc. and is to be treated as such. Unless specifically authorized in writing by an executive of IK Systems, Inc., this proposal's text, listed equipment, engineered and non-engineered equipment configurations and descriptive detail pricing and/or additional information are not to be reproduced, photocopied, or disclosed to any party outside of IK Systems, Inc. Use of this proposal, its text, system engineering and/or listing of equipment parts, in whole or in part by any organization for the purpose or basis of putting the project out to bid is expressly prohibited. Should it be discovered the information contained herein is used as such, IK Systems will seek to prosecute the offending party for damages to the full extent allowed by law.*

**January 20, 2022**  
**IKS Proposal # SF595900122**

**Licensed by N.Y. State Department of State – License No.: 12000039368**

**Pricing valid for 14 days from date of proposal**

**IK SYSTEMS, INC.**, (hereinafter referred to as "IK" or "Seller") agrees to sell and install for **Oneida County** (hereinafter referred to as "Buyer"), and Buyer agrees to buy a **solution for access control to include an Aiphone Intercom with two desk sets for Chief Clerk's Office**, consisting of the below listed services and equipment. **All pricing is as per IK Systems NYS OGS Contract Number: PT68808-SB / Contract: Intelligent Facility and Security Systems and Solutions / Group: 77201 / Award: 23150 / Lot: 2.**

*This proposal is based off the IK Systems NYS Office of General Services Intelligent Facility and Security Systems procurement contract. As detailed below, this proposal provides for the equipment and services described within this document only and was prepared based on the plans, specifications, and information provided to IK Systems. In the event there is a discrepancy between the project plans and or specifications and this proposal, this proposal document shall prevail over all others. Changes to the below listed equipment, project scope, professional services, and or labor may result in a change to the below listed pricing*

**SCOPE OF WORK**

- IK Systems will install card reader, EH400K Door Controller, Aiphone door station and Aiphone desk sets.
- IK Systems will configure and add the door to the existing Genetec system.
- IK Systems will test all hardware

**Please Note:**

- Oneida County to provide all data cabling from data closet to door location.
- Oneida County to provide required PoE switch ports and required network information.
- Oneida County to provide a list of those that require access.

<b><u>ONEIDA COUNTY CHIEF CLERK'S ACCESS ADDITIONS</u></b>			<b><u>Unit</u></b>	<b><u>Total</u></b>
1	NYS SY-82000CKE1A	E1A EDGE EVO EH400-K Standard Controller. Single door, IP-based controller for Host-based systems.	363.83	363.83
1	NYS ADV-RDR-E-1Y	Genetec™ Advantage for 1 Synergis™ Enterprise Reader – 1 year	11.76	11.76
1	NYS IX-MV	Aiphone IX Series Desk Sets	1,308.80	1,308.80
1	NYS IX-DVF-P	Aiphone IX Series Door Station	1,336.00	1,336.00
1	NYS SBX-IDVFRA	Surface Mount Box	177.60	177.60
1	NYS 725185M1W	1000 FT REEL Multi Conductor 18/4 Stranded Shld CMP White	156.14	156.14
1	NYS 725228SM2W	1000 FT REEL Multi Conductor 22/6 Stranded Shld CMP White	120.31	120.31

1	NYS 6BNSM2(COLOR)	1000 FT BOX Category Cable Cat6 23/Apr 550mhz Enhanced CMP	185.71	185.71
1	NYS HES 1006CS-630	HES 1006CS-630 Electric Strike	644.10	644.10
1	NYS - Labor	Refer to Scope Above		3,870.00
<b>Total investment for all above listed equipment and services:</b>				<b>\$8,174.25<sup>1</sup></b>

<sup>1</sup>All listed installation as proposed to be completed as per the project schedule. Access to the facility and equipment locations is imperative for proper installation of equipment in a timely fashion. Should access be denied for any reason, delays will cost listed pricing to change. All prerequisites and or work required by others must be verified as complete prior to IKS being scheduled on site.

**Inclusions and Exclusions:**

This proposal outlines total project pricing based on project plans and specifications issued prior to the date of this proposal. In the event there is a discrepancy between the project plans and or specifications and this proposal, this proposal document shall prevail over all others. Changes to the equipment types, make, model, manufacturer, quantities, labor, professional services, or scope of work will cause the listed pricing to change accordingly. All project labor is based on the IKS NYS OGS Procurement Contract. IK Systems field installation team members are paid at the published Prevailing Wage and Supplemental Rates for the region in which the work is completed. Unless otherwise noted, all labor is non-union. Certified payroll reports can be provided upon request for any project.

IK Systems is a certified New York State Small Business (SB), as designated on the IKS NYS OGS Intelligent Facility and Security Systems procurement contract award. As such, contracts awarded to IK Systems are eligible for the NYS OGS Prompt Payment Discount Program for any payments made to IKS within 15 days of receipt of invoice. Additionally, due to IK Systems' SB designation, entities are eligible to utilize their NYS Discretionary Buying Threshold program funds to purchase equipment directly from IKS, whether that equipment is listed on IK Systems' NYS OGS Contract or not.

IK Systems is committed to utilizing MBE, WBE, DBE, and V-DOBE when and wherever possible, based on contractor availability and customer scheduling needs.

This proposal includes the provision of the above listed hardware, software, and services only. This proposal includes the installation and configuration of all the above listed equipment, software, and services for the listed equipment only. Provision of 110VAC, 208VAC and or any UPS primary input circuits for equipment are not included herein and are to be provided and installed by others. Provision of any connection to the Fire System General Alarm Output, where required, are not included herein and are to be provided and installed by others. Submittals, shop drawings, as-built record drawings, and O&M documentation is excluded, unless specifically listed in the project proposal above. Installation of the above listed equipment will conform to New York State electrical and construction installation standards. Alterations made by the Buyer of the listed system configuration and or changes to specific listed system functionality will be considered changes to this proposal and will cause the listed pricing to change accordingly.

**Force Majeure Clause:** IK Systems shall not be liable for, nor be deemed to be in default by reason of, any delay or failure in the performance of its tasks (or any part thereof) under this Agreement, when such delay or failure is caused, in whole or in part, by circumstances constituting force majeure, including without limitation, an act of god, war, riot, strike, fire, flood or failure or delay on the part of subcontractors, suppliers or carriers, change in governmental regulations, or any other undertaking under this Agreement, will extend the time for performing the same for as many days beyond the applicable performance date as required to correct the effects of such force majeure event.

**Preferred Payment Terms:**

**OPTION 1: ADVANTAGEOUS PAYMENT TERMS (1.12 % invoice discount)**

ADVANTAGEOUS PAYMENT TERMS: IK Systems can offer the Authorized Buyer Advantageous Payment Terms per NYS OGS Contract Appendix B, General Specifications, Page 6, Section 26, Modification of Contract Terms. Under the Advantageous Payment Terms, IK Systems will offer the Authorized Buyer an invoice discount of 1.12% if the Authorized Buyer agrees to milestone invoicing as described in the terms listed below.

**Milestone Invoicing Terms, Advantageous Payment Terms (1.12% discount)**

**Invoice Milestone #01:** 60% NET30 - Mobilization Payment of 60% of project total payable at order for release of equipment.

**Invoice Milestone #02:** 30% NET30 – Onsite Commencement Payment of 30% of project total payable from invoice at commencement of onsite installation services.  
**Invoice Milestone #03:** 10% NET30 - Closeout Payment of 10% plus any approved change order payable from invoice at project acceptance.

*NOTE: If the Advantageous Payment Terms are selected and payment is not received in NET30 where applicable, the Authorized Buyer will be required to pay the 1.12 % that was taken in discount.*

**FAILURE TO MAKE PAYMENT:**

In the event a participating Authorized Buyer fails to make payment to IK Systems for products and or services delivered, accepted and promptly invoiced, within 30 calendar days of such delivery, the Contractor may, upon five business days advance written notice to both the Commissioner and the Authorized User's purchasing official, suspend additional provision of Products to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future Contract payments.

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

**OPTION 2: STANDARD NYS OGS CONTRACT PAYMENT TERMS**

As per the NYS OGS Contract Appendix B, General Specifications, Page 10, Section 47 Prompt Payments, all State and Non-State Agencies will be issued invoice by IK Systems upon the Agency's acceptance of product and or services. The required payment date shall be 30 calendar days, excluding holidays, from the receipt of invoice, as determined in accordance with State Finance Law Section 179-f(2) and 2 NYCRR Part 18.

**TERMS:**

All invoices will be issued to the Authorized Buyer immediately upon the Agency's receipt of equipment and or services rendered. Invoices are due in NET30, excluding holidays.

**FAILURE TO MAKE PAYMENT:**

In the event a participating Authorized Buyer fails to make payment to IK Systems for products and or services delivered, accepted and promptly invoiced, within 30 calendar days of such delivery, the Contractor may, upon five business days advance written notice to both the Commissioner and the Authorized User's purchasing official, suspend additional provision of Products to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future Contract payments.

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

Without agreement to in writing by IK Systems, hold back of any invoice amounts for equipment delivered to the Buyer or work completed is unacceptable.

*(Please Note: Additionally, changes or additions to the system or selection of Optional services and or fees as listed will cause the listed amounts to change)*

**Limited Warranty:**

This proposal includes all manufacturers' warranties. One-year IK Systems parts and labor warranty. Additional warranties may apply. Please review attached Limited Warranty section.

**Installation:**

To be performed at a mutually agreed upon date and time as per Buyer's and Seller's construction installation schedule.

All above listed proposal pricing is acceptable to IK Systems, Inc.

Approval Signature: \_\_\_\_\_, Date: \_\_\_\_\_

IK System Authorized Signature

A signature below, or purchase order referencing this proposal, constitutes full agreement of all listed prices, terms and conditions including the attached contract terms. All above listed prices, equipment specification and configuration are hereby accepted. All pricing and availability is valid for a period of 30 days from the date of this proposal. (Manufacturers pricing changes will affect pricing 30 days from any unscheduled manufacturer pricing change.) Any changes, additions or deletions to equipment specified or system configuration will cause final price to vary. Unless specifically noted, the above "Investment Total" does not include State Sales Tax or Travel. Tax or Travel will be additional where applicable. Balances and payments due which do not conform to the agreed upon listed terms are subject to a finance fee of 2.0% per month. (24% A.P.R.) Any and all costs associated with collection for monies due and payable under this contract that remain unpaid including legal fees for collection or arbitration associated with overdue monetary amounts will be additional to the above listed amounts and are the responsibility of the Buyer.

Signature: \_\_\_\_\_, Date: \_\_\_\_\_

### **LIMITED WARRANTY**

In the event that any part of the security equipment becomes defective, or in the event that any repairs to equipment or system installation are required, IK agrees to make all repairs and replacement of parts without costs to the Buyer for a period of one year, (365) days from the date of installation. Unless otherwise listed in the previous proposal sections, IK reserves the option to either replace or repair the security equipment and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. IK's warranty does not include batteries, reprogramming, damage by lightning, electrical surge, wire or foil breaks or any act of God or damage due to act of war. IK is not the manufacturer of the equipment and other than IK's limited warranty Buyer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any.

Except as set forth in this agreement, IK makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. IK does not represent nor warrant that the security equipment may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed. IK expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.

The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than IK. IK shall not be liable for consequential damages. Buyer acknowledges that any affirmation of fact or promise made by IK shall not be deemed to create an express warranty unless included in this contract in writing; that Buyer is not relying on IK's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that IK has offered additional and more sophisticated equipment for an additional charge which Buyer has declined.

Buyer's exclusive remedy for IK's breach of this contract or negligence to any degree under this contract is to require IK to repair or replace, at IK's option, any equipment which is non-operational.

Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

If required by law, IK will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

**SEE "ADDITIONAL TERMS AND CONDITIONS" OF THIS SALE WHICH ARE PART OF THIS CONTRACT. READ THEM BEFORE YOU SIGN OR ISSUE A PURCHASE ORDER REFERENCING THIS CONTRACT. BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.**

## Dale Morrow

---

**From:** Donald Doerr  
**Sent:** Thursday, July 28, 2022 10:16 PM  
**To:** Kathy Stojceski; Raymond M. Weaver; Gary Gerhardt  
**Cc:** Dale Morrow  
**Subject:** RE: Quote for Security Access Control/Intercom for Chief Clerk Office - Chapter 686 Request Oneida County

Yes, please proceed with this.

Thanks!

**From:** Kathy Stojceski <kstojces@nycourts.gov>  
**Sent:** Friday, July 22, 2022 10:25 AM  
**To:** Donald Doerr <DDoerr@nycourts.gov>; Raymond M. Weaver <RMWEAVER@nycourts.gov>; Gary Gerhardt <ggerhard@nycourts.gov>  
**Cc:** Dale Morrow <dmorrow@nycourts.gov>  
**Subject:** FW: ~~Quote for Security Access Control/Intercom for Chief Clerk Office~~ - Chapter 686 Request ~~Oneida County~~

Good Morning,

This request was approved in last year's Chapter 686 budget for Oneida County, but the County was not able to complete the work due to a shortage in materials. ~~Would you like this to be added to the current Chapter 686 tenant work budget?~~ Thank you.

Kathy

**From:** Kathy Stojceski  
**Sent:** Tuesday, January 25, 2022 9:56 AM  
**To:** Jeanne Natale <jnatale@nycourts.gov>  
**Cc:** Tami White <twhite@nycourts.gov>; Donald Doerr <DDoerr@nycourts.gov>; Raymond M. Weaver <RMWEAVER@nycourts.gov>; Gary Gerhardt <ggerhard@nycourts.gov>  
**Subject:** RE: Quote for Security Access Control/Intercom for Chief Clerk Office - Chapter 686 Request Oneida County

Good Morning Jeanne,

Don and Judge Murphy have approved this request. I will forward the approval to Oneida County for it to be added to the budget. Thank you and have a great day.

Kathy

**From:** Jeanne Natale <jnatale@nycourts.gov>  
**Sent:** Friday, January 21, 2022 3:08 PM  
**To:** Kathy Stojceski <kstojces@nycourts.gov>  
**Cc:** Tami White <twhite@nycourts.gov>  
**Subject:** Quote for Security Access Control/Intercom for Chief Clerk Office - Chapter 686 Request Oneida County

Kathy,

**TENANT WORK ORDER FORM**  
**FOR CHAPTER 686 COURT CLEANING AND MINOR REPAIRS**

REQUESTED BY : Dale Morrow DATE : 01/04/23

TITLE : Senior Court Analyst

LOCATION / BLDG : Oneida County Courthouse - Utica

JOB DESCRIPTION : Paint Ceremonial Courtroom 2022-2023

**LABOR**

REQUIRED HOURS : \_\_\_\_\_

REG OR OT  
CIRCLE ONE

<u>EMPLOYEE</u>	<u>REG</u> <u>HOURLY</u> <u>RATE</u>	<u>LABOR</u> <u>COST</u>	<u>INC.</u> <u>FRINGE @</u> <u>%</u>	<u>OT</u> <u>HOURLY</u> <u>RATE</u>	<u>OT LABOR</u> <u>COST</u>	<u>INC.</u> <u>FRINGE @</u> <u>%</u>
Winterton Painting II, Inc.						
(Includes labor, fringe benefits and materials)						
34800.00						

**MATERIALS AND SUPPLIES**

<u>VENDOR</u>	<u>SUPPLIES</u>	<u>AMOUNT</u>

<u>Materials</u>	<u>Labor</u>	<u>Total Cost</u>
		\$ 34,800.00

APPROVED

YES NO

SIGNATURE : \_\_\_\_\_

DATE : 1/4/23 **Donald C. Doerr, Esq.**  
District Executive

# WINTERTON PAINTING II, INC.

*Residential-Commercial  
Industrial*

*Airless Spray  
Drywall Finishing*

*Custom Wallpapering  
Graphics*

DATE: October 21, 2022

BID TO: Oneida County Public Works

ATTN: Al Bryant

PROJECT: Oneida County Courthouse - Ceremonial Courtroom Painting

---

Winterton Painting II, Inc. will provide all labor, materials, supplies and equipment to perform the scope of work as listed below:

## INTERIOR PAINTING

### Ceremonial Courtroom Complete

- Scrape loose and peeling paint where needed
- Patch and repair cracks as needed
- Spot prime and apply 1 finish coat of latex to canvas and plaster ceiling
- Spot prime and apply 2 coats of latex eggshell to acoustic tile and plaster walls
- Apply 2 coats of latex semigloss to chair rail, columns, door frames, and baseboards

Base Bid: \$34,800.00

*Exclusions: Oneida County will be responsible for moving furnishings*

---

Winterton Painting II, Inc. understands this is a Prevailing Wage project and that it is a Tax -Exempt project.

Thank you for the opportunity to bid this project, should you have any questions please do not hesitate to contact our office.

502 Calvert Street, Rome, NY 13440 ♦ Phone - (315) 337-3051 Fax - (315) 337-6012  
E-mail - office@wintertonpnt.com

**TENANT WORK ORDER FORM**  
**FOR CHAPTER 686 COURT CLEANING AND MINOR REPAIRS**

REQUESTED BY : Dale Morrow \_\_\_\_\_ DATE : 02/02/23

TITLE : Senior Court Analyst \_\_\_\_\_

LOCATION / BLDG : Oneida County Courthouse - Rome \_\_\_\_\_

JOB DESCRIPTION : Purchase and replace carpets \_\_\_\_\_ 2022-2023

Library and Offices at the Rome Courts \_\_\_\_\_

**LABOR**

REQUIRED HOURS : \_\_\_\_\_

REG OR OT  
CIRCLE ONE

<u>EMPLOYEE</u>	<u>REG HOURLY RATE</u>	<u>LABOR COST</u>	<u>INC. FRINGE @ %</u>	<u>OT HOURLY RATE</u>	<u>OT LABOR COST</u>	<u>INC. FRINGE @ %</u>
				-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
0.00		-	-	-	-	-

**MATERIALS AND SUPPLIES**

<u>VENDOR</u>	<u>SUPPLIES</u>	<u>AMOUNT</u>
Gato Flooring		
NYS Contract Group 20600		6,905.12
Mohawk Group P# PC67775		-
		-
		6,905.12

<u>Materials</u>	<u>Labor</u>	<u>Total Cost</u>
		\$ 6,905.12

APPROVED  YES  NO

SIGNATURE : \_\_\_\_\_

DATE : 2/2/23 \_\_\_\_\_





Gato Flooring, LLC

839 Broad Street

Suite 2

Utica, NY 13501

Ph: (315) 790-5508

# Proposal

Date	Number
1/31/2023	2023_3898

Name / Address
Oneida County Public Works Buildings and Grounds 5999 Judd Rd. Oriskany, NY 13424

Description	Qty	UOM	Price	Total
Project: Carpet replacement in library room and two adjacent rooms at the Rome courts Project location: 100 West Court Street, Rome, NY 13440 <i>302 N Junius St.</i> NYS Contract group 20600 - Mohawk Group P# PC67775  ***LIBRARY AND OFFICES***				
Supply carpet tile, manufacturer Mohawk, style Doctor II BT381, color 859 Composer. Includes freight.	112.00	Sq.Yds.	33.31	3,730.72
Supply adhesive for carpet tile. Enpress. 120 SY per 4 gal pail. Includes freight.	1.00	Pail	125.00	125.00
Installation of carpet tile at prevailing wage rates pricing.	98.00	SY	12.20	1,195.60
Removal and disposal of existing broadloom carpet.	98.00	SY	6.20	607.60
Furnish and install 4" cove wall base, color to be selected	120.00	Lin. Ft.	3.58	429.60
Supply and install vinyl transitions	12.00	Lin. Ft.	6.00	72.00
Floor preparation before installation - skim coat up to 1/32"	876.00	Sq.Ft.	0.85	744.60
Notes: 1. Proposal excludes furniture moving and replacement.				
Gato Flooring is a NYS Certified WBE Certification # 20188538 Fed. ID # 45-4444566. DBE Certified.				
Thank you for the opportunity to present our bid. I am looking forward to working with you!	<b>Total</b>			\$6,905.12





Gato Flooring, LLC  
 839 Broad Street  
 Suite 2  
 Utica, NY 13501  
 Ph: (315) 790-5508

# Proposal

Date	Number
1/31/2023	2023_3899

Name / Address
Oneida County Public Works Buildings and Grounds 5999 Judd Rd. Oriskany, NY 13424

Description	Qty	UOM	Price	Total
Project: Carpet replacement in Supreme Court Judge Chambers Project location: <del>100 West Court Street</del> , Rome, NY 13440 302 N Judd St. NYS Contract group 20600 - Mohawk Group P# PC67775 ***HON. JUDGE JULIE GROW DENTOW CHAMBERS***				
Supply carpet tile, manufacturer Mohawk, style Doctor II BT381, color 859 Composer . Includes freight.	120.00	Sq.Yds.	33.31	3,997.20
Supply adhesive for carpet tile, Enpress, 120 SY per 4 gal pail, Includes freight.	1.00	Pail	125.00	125.00
Installation of carpet tile at prevailing wage rates pricing. Priced by the hour due to the layout of the office	23.00	SY	95.00	2,185.00
Removal and disposal of existing broadloom carpet.	128.00	SY	6.20	793.60
Supply and install vinyl transitions	24.00	Lin. Ft.	6.00	144.00
Floor preparation before installation - skim coat up to 1/32", if needed.	1,020.00	Sq.Ft.	0.85	867.00
Supply and install lvt in breakroom, 3 full cartons	108.00	Sq. Ft.	6.50	702.00
Notes: 1. Proposal excludes furniture moving and replacement.				
Gato Flooring is a NYS Certified WBE Certification # 20188538 Fed. ID # 45-4444566. DBE Certified.				
Thank you for the opportunity to present our bid. I am looking forward to working with you!	<b>Total</b>			\$8,813.80





Gato Flooring, LLC  
 839 Broad Street  
 Suite 2  
 Utica, NY 13501  
 Ph: (315) 790-5508

# Proposal

Date	Number
1/31/2023	2023_3900

Name / Address
Oneida County Public Works Buildings and Grounds 5999 Judd Rd. Oriskany, NY 13424

Description	Qty	UOM	Price	Total
Project: Carpet replacement in Supreme Court Project location: <del>100 West Court Street</del> , Rome, NY 13440 302 N James St, NYS Contract group 20600 - Mohawk Group P# PC67775  ***Supreme Court Waiting Room***				
Supply LVT style, Living Local Stone Work C0179, 12"x24". 36 SF per carton. Includes freight.	216.00	Sq. Ft.	4.13	892.08
Supply adhesive for LVT. Includes freight.	1.00	Pail	150.00	150.00
Installation of carpet tile at prevailing wage rates pricing. Priced by the hour due to the layout of the office	216.00	SY	3.90	842.40
Removal and disposal of existing broadloom carpet.	30.00	SY	6.20	186.00
Supply and install vinyl transitions	24.00	Lin. Ft.	6.00	144.00
Floor preparation before installation - skim coat up to 1/32", if needed.	209.00	Sq.Ft.	0.85	177.65
Notes: 1. Proposal excludes furniture moving and replacement.  Gato Flooring is a NYS Certified WBE Certification # 20188538 Fed. ID # 45-4444566. DBE Certified.				
Thank you for the opportunity to present our bid. I am looking forward to working with you!	<b>Total</b>			\$2,392.13

REQUESTED BY : Dale Morrow

DATE : 12/01/22

TITLE : Senior Court Analyst

LOCATION / BLDG : Supreme Court in Rome, NY

JOB DESCRIPTION : Painting the seven rooms in Supreme Court

LABOR

REQUIRED HOURS : \_\_\_\_\_ REG OR OT  
CIRCLE ONE

EMPLOYEE	REG HOURLY RATE	LABOR COST	INC. FRINGE @ %	OT HOURLY RATE	OT LABOR COST	INC. FRINGE @ %
Oneida County DPW				-	-	-
(includes labor, fringe benefits and materials)		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
0.00		-	-	-	-	-

MATERIALS AND SUPPLIES

VENDOR	SUPPLIES	AMOUNT

Materials	Labor	Total Cost
		\$ 16,916.00

APPROVED YES NO

SIGNATURE : \_\_\_\_\_

**Sent:** Thursday, December 1, 2022 8:00 AM  
**To:** Dale Morrow  
**Subject:** FW: Painting

Please see attached for Rome – Judge Grow-Denton Chambers/Library etc.

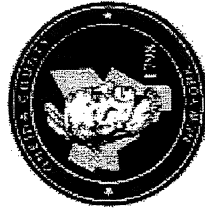
Jeanne

**From:** Denslow, Mark R. <mdenslow@ocgov.net>  
**Sent:** Wednesday, November 30, 2022 10:35 AM  
**To:** Jeanne Natale <jnatale@nycourts.gov>  
**Cc:** Cassidy, Patrick <pcassidy@ocgov.net>; Fletcher, Travis <tfletcher@ocgov.net>  
**Subject:** Painting

Good morning Jeanne

This is the quote for painting the seven rooms at the Supreme Court in Rome. The quote includes Labor, Fringe Benefits and Materials \$16,916.00

Mark Denslow  
*Superintendent of Buildings and Grounds*  
*Oneida County*  
*Department of Public Works*  
*Div. of Buildings & Grounds*  
P. 315.356.2996  
C. 315.527.9027  
F. 315.768.6299



Please be CAREFUL when clicking links or opening attachments from external senders.



Undersheriff Joseph Lisi  
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

April 26, 2023

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

FN 20 23-175  
PUBLIC SAFETY  
WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is requesting approval of a contract extension with Trinity Services Group, Inc. for food services at the Oneida County Correctional Facility. Trinity meets all the nutritional guidelines pursuant to State and Federal standards for incarcerated adults, including the Minimum Standards for Local Correctional Facilities promulgated and enforced by the New York State Commission of Correction.

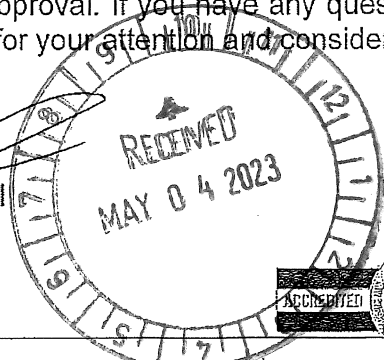
This vendor currently provides food services at the Correctional Facility and has effectively fulfilled prior contract requirements. The original agreement was for a three-year term, with the option to extend for two additional one-year periods. This is the first permissible extension, running from May 1, 2023 to April 30, 2024.

Per the original contract, the cost of services during this extension shall be in accordance with a new price schedule. Accordingly, based upon the current average jail population (318 inmates) and price schedule, Trinity will charge the County an average per meal rate of \$1.534. Using an average of 318 inmates (x 3 meals per day) and 80 staff member meals a day, the approximate cost per year is \$578,946.94 (i.e., total of 1,034 meals per day x 365 days x 1.534). Because these numbers are based on the average number of inmates, the number of meals per day can fluctuate causing the cost to increase or decrease over the term.

If you find the enclosed contract extension acceptable, please forward same to the Board of Legislators for approval. If you have any questions or seek additional information, please contact me. Thank you for your attention and consideration.

Sincerely,

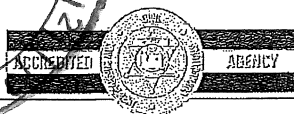
Robert M. Maciol  
Sheriff



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

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

Date 5-2-23



**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   X  

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Trinity Services Group, Inc.  
477 Commerce Boulevard  
Oldsmar, Florida 34677-3018

**Title of Activity or Service:** Food Services at Oneida County Correctional Facility.

**Proposed Dates of Operation:** May 1, 2023- April 30, 2024 (first of two permissible extensions)

**Client Population/Number to be Served:** Inmate population and correction officers.

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Food services at the Correctional Facility.
- 2) **Program/Service Objectives and Outcomes:** To feed inmates and staff in a quality and cost effective manner consistent with State and Federal requirements.
- 3) **Program Design and Staffing:** Trinity Services will employ their own staff and prepare meals at a cost of \$1.534 per meal (cost will fluctuate based on number of inmates/meals served) at the Correctional Facility. The Correctional Facility will provide inmate labor to assist Trinity in the preparation of meals.

**Total Funding Requested:** \$578,946.94 (estimated per year)      **Account # A3150.19510**

**Oneida County Dept. Funding Recommendation:** \$578,946.94 (estimated per year)

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

**Cost Per Client Served:** \$1.534 per meal (cost will fluctuate based upon the number of inmates)

**Past Performance Data:** Trinity currently provides food services at the Correctional Facility. Trinity has been a good provider of Food Services to inmates and staff. This is the first of two permissible one-year extensions of the original Agreement.

**O.C. Department Staff Comments:** The cost will be calculated and billed on a weekly basis and determined by the number of meals served and the current inmate population. Based on the average daily inmate population over the last year we can estimate the yearly cost as follows, but this number is subject to change and will fluctuate based on the inmate population statistics.

The cost per meal is based on an average of 318 inmates:  
318 inmates X 3 meals per day + 80 staff meals per day = 1,034 meals per day.  
1,034 total meals per day X 365 days = 377,410 meals per year  
377,410 meals per year X \$1.534 per meal = \$578,946.94 per year

**TRINITY SERVICES GROUP, INC.  
FOOD SERVICES  
CONTRACT EXTENSION AGREEMENT**

**THIS CONTRACT EXTENSION AGREEMENT**, is made 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 located at 800 Park Avenue, Utica, New York, 13501 (the “County”), including its Oneida County Sheriff’s Office, located at 6065 Judd Road, Oriskany, New York 13424 (the “OCSO”), and Trinity Services Group, Inc., a Florida corporation having its principal offices located at 477 Commerce Boulevard, Oldsmar, Florida 34677-3018 (“Trinity”).

**WITNESSETH**

**WHEREAS**, the Parties previously entered into a three-year agreement, effective May 1, 2020 through April 30, 2023 (Contract No. 102468) (the “Original Contract”), which, with its exhibits, is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein, pursuant to which Trinity provided food services to Oneida County Correctional Facility inmates and OCSO employees; and

**WHEREAS**, the Original Contract (at Section 4.1) allows for two one-year extensions; and

**WHEREAS**, the Parties desire to enter the first contractually-permissible extension, i.e., from May 1, 2023 through April 30, 2024; and

**WHEREAS**, the Original Contract (at Section 6), including its Exhibit F (at Section 1) and Schedule 1 (Cost Scale) appended thereto, requires the County to pay Trinity the price per meal as detailed in Schedule 1, and permits Trinity to adjust meal prices during any extension of the term of the Original Contract;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the Parties do hereby agree to amend the Original Contract, as follows:

1. **Term:** The term of the Original Contract shall be extended to run for an additional one-year period, from May 1, 2023 through April 30, 2024 (“first-extension period”);
2. **Financial Arrangements:** During the first-extension period, the County shall pay Trinity the price per meal in accordance with Schedule 1-A (“Cost Scale First Extension Term”), which is attached hereto as Exhibit B, and which shall supersede the Original Contract’s cost scale (*see*, Original Contract, at Exhibit F, Schedule 1);
3. **Other Terms:** All other terms and conditions of the Original Contract and its Exhibits (Exhibit A), shall remain the same and have full force and effect.

IN WITNESS WHEREOF, the Parties, by their authorized representatives, have caused this Agreement to be executed.

**COUNTY OF ONEIDA**

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

**TRINITY SERVICES GROUP, INC.**

\_\_\_\_\_  
*James M. Perry*  
David M. Miller      James M. Perry  
~~Chief Operating Officer~~      Sr. Vice President, Sales  
Date:                              Date: 4/28/23

APPROVED

\_\_\_\_\_  
Christopher J. Kalil  
Assistant County Attorney

# **Exhibit A**

**TRINITY SERVICES GROUP, INC.  
FOOD SERVICES AGREEMENT**

This Agreement (the "Agreement") is made on May 1, 2020, by and between Oneida County, a municipal corporation with its principal offices located at 800 Park Avenue, Utica, NY 13501 (the "County"), by and through the Oneida County Sheriff's Office, located at 6065 Judd Road, Oriskany, NY 13424 (the "OCSO"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity") (individually referred to as a "Party" and collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, the County issued a Request for Bid, Bid Ref #2078, for Inmate Food Services at the Oneida County Correctional Facility (the "Correctional Facility"), and Trinity submitted its proposal to provide the necessary "Food Services" and "Duties," as further defined below in Section 2 and in Section 3, and as detailed in Exhibit A, to the OCSO at the Correctional Facility; and

**WHEREAS**, County desires to accept Trinity's proposal and avail itself of Trinity's Food Services and Duties; and

**WHEREAS**, Trinity desires to perform such Food Services and Duties for County;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree to be bound as follows:

**1. COUNTY'S GRANT TO TRINITY**

The County grants to Trinity the exclusive right to operate inmate Food Services at the Correctional Facility, and the exclusive right to serve to inmates, staff, and other persons at the Correctional Facility food products, non-alcoholic beverages, and other such articles as shall be approved by the County. The County will provide access to the Correctional Facility kitchen and related areas, and will perform general maintenance. Trinity's Food Services and Duties are detailed in Exhibit A, titled "Food Services and Duties," which is hereby attached and incorporated into this Agreement by this reference. The County's responsibilities relating to this Agreement are hereby incorporated into this Agreement in the attached Exhibit B, titled "County Responsibilities."

**2. FOOD SERVICES**

**2.1.** Trinity shall provide Food Services to the County, which includes obtaining all raw and cooked food necessary to provide meals to Correctional Facility inmates and OCSO employees, allowing for the preparation and serving of wholesome, nutritious, quality food at proper service temperatures, with correct portion sizes, and at designated meal service times, in accordance with the current Recommended Daily Allowance as established by the National Academy of Sciences, and as prescribed for inmates under New York State Commission of Correction Law, Title 9 NYCRR Part 7009.

**2.2.** Trinity shall follow specific Food Services requirements as detailed in Exhibit A, including, but not limited to, providing three (3) meals per day, special menus for religious and restricted diets, holiday meals, "finger foods," specific meat quality and portions, and boxed/bagged meals. Trinity shall also provide meals to OCSO staff, in accordance with Exhibit A, clause 16 relating to Staff Meals.

2.3. - Trinity must be prepared for emergencies, including loss of water, loss of steam or electricity, vendor failure, or work stoppages, as detailed in Exhibit A, clause 18.

### **3. TRINITY'S DUTIES IN ADDITION TO FOOD SERVICES**

3.1. Trinity shall be responsible for various cleaning and sanitation procedures at the Correctional Facility. Policies and procedures relating to sanitation are incorporated into this Agreement by Exhibit D, titled "Sanitation."

3.2. Trinity shall be responsible for maintaining appropriately trained staff, maintaining accurate records, providing weekly reports indicating the number of meals served to Correctional Facility inmates and OCSO staff, and other Duties in addition to providing Food Services, as incorporated by , titled "Trinity's Responsibilities."

3.3. Trinity shall send its Regional Manager to the Correctional Facility at the end of each quarter to discuss various items such as Food Services, safety issues, concerns, and others issues with the Sheriff or his designee.

3.4. Trinity shall appropriately train its staff, both in the food industry and to work in the Correctional Facility environment, as detailed in Exhibit C and further explained in Section 12 below regarding employee training. Trinity shall accept inmate workers to assist in the kitchen as provided by the OCSO.

3.5. Trinity shall abide by the OCSO's security policies for the Correctional Facility and understands that the OCSO reserves the right to observe Trinity's operations and inspect the kitchen and related areas at any time without notice to Trinity. Security measures are outlined and hereby incorporated into this Agreement by Exhibit E, titled "Security."

### **4. TERM**

4.1. This Agreement shall be in effect for a period of three (3) years beginning on May 1, 2020 and terminating on April 30, 2023 (the "Term"). Thereafter, the County has the option to extend the Agreement for two (2) subsequent consecutive one (1) year periods. These extensions shall require mutual written agreement of the Parties.

4.2. Thirty (30) days prior to the termination of this Agreement, if there is any surplus stock of food on hand, Trinity will notify the Sheriff or his designee of its intent to sell the remaining inventory, which at the County's option, may be purchased at fair market value. Trinity may also negotiate with the successor vendor to sell or transfer ownership of any or all inventories.

4.3. Trinity understands and agrees that the continuity of service is critical to the County. In the event of expiration or termination of this Agreement, Trinity agrees to exercise best efforts and cooperation for an orderly and efficient transition of the Food Services and Duties to a new vendor or to the County. There will be no interruption of service. Trinity shall also negotiate a plan in good faith with the successor to determine the nature and extent of the phase-in, phase-out services required. This plan will specify a date for service transition.

### **5. TERMINATION**

5.1. Either Party may terminate this Agreement for any reason by providing notice of said termination in writing ninety (90) days prior to the proposed termination date.

5.2 If either Party refuses, fails, or is unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 15 herein, the Party claiming such failure shall give the other Party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured Party may terminate the Agreement effective thirty (30) days after the end of said sixty (60) day period.

5.3. Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Correctional Facility occupied by Trinity, and where applicable, remove its property and equipment, and return the kitchen area to the County, together with all the equipment furnished by the County pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss common in the food service industry.

## 6. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit F, titled "Financial Arrangements," and in Schedule 1, titled "Cost Scale," which are attached hereto and made a part of this Agreement.

## 7. INFORMATION TECHNOLOGY SECURITY

7.1. In connection with the Food Services and Duties being provided under this Agreement, Trinity may need to operate certain information technology systems not owned by the County ("Non-County Systems"), which may need to interface with or connect to County's networks, internet access, or information technology systems ("County Systems"). Trinity shall be responsible for all Non-County Systems, and County shall be solely responsible for County Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances.

7.2. If Trinity serves as the merchant-of-record for any credit or debit card transactions in connection with performing Food Services and Duties of this Agreement, Trinity shall be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data.

7.3. If any additional services and costs are needed in order for Non-County Systems to interface with or connect to County Systems, Trinity agrees to incur such expenses.

7.4. Each Party shall indemnify, defend and hold harmless the other Party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying Party's failure to comply with its obligations in this Section 7.

## 8. COMPLIANCE WITH TERMS, CONDITIONS, AND STANDARDS

8.1. Pursuant to the terms, conditions and requirements of this Agreement, Trinity will operate and manage its Food Services and Duties at the Correctional Facility and maintain adequate supplies appropriate merchandise and food products of good quality and at prices as agreed upon by the Parties.

8.2. Trinity shall perform its Food Services and Duties in accordance with this Agreement and all Exhibits attached hereto. The terms and conditions contained in the Standard Oneida County Contract Clauses Addendum, found in Exhibit C, are incorporated herein by this reference and made a part hereof. In the event of a conflict between the terms stated herein and the Standard Oneida County Contract Clauses Addendum, the terms and conditions contained in the Addendum shall control.

8.3. Trinity's Food Services shall meet or exceed the guidelines as prescribed by the New York State Commission on Corrections Standards for Local Correctional Facilities regarding food service in Title 9, Subtitle AA, Chapter 1 Minimum Standards and Regulations for Management of County Jails and Penitentiaries, Part 7009 Food Services.

8.4. Trinity agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, State, and Local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; and (iv) meet all guidelines as prescribed by the American Correctional Association.

8.5. Trinity agrees to pay all Federal, State, and Local taxes which may be assessed against Trinity's equipment or merchandise while in the Correctional Facility, as well as all Federal, State, and Local taxes assessed in connection with the operation of its Food Services and Duties at the Correctional Facility.

## **9. PERFORMANCE OF FOOD SERVICES AND OTHER DUTIES**

9.1. Trinity represents that Trinity is duly licensed and has the qualifications, the specialized skills, the experience, and the ability to properly perform the Food Services and Duties. Trinity shall use Trinity's best efforts to perform the Food Services and Duties such that the results are satisfactory to the County.

9.2. Trinity may, at Trinity's own expense, employ or engage the services of such employees, subcontractors, agents and/or partners as Trinity deems necessary to perform the Food Services and Duties (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. Trinity shall be solely responsible and shall remain liable for the performance of the Food Services and Duties by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable Federal, State, or Local Laws and Regulations.

9.3. Trinity acknowledges and agrees that Trinity 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.

9.4. Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper Local, State, or Federal authorities may require in connection with their employment with Trinity, in addition to security background screening as permitted by law to include criminal background checks conducted by the County. The County may refuse access to any Trinity employee for safety, security, and good order of the Correctional Facility. The County will not be held liable for any liabilities arising from such action.

9.5. Trinity shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Food Services and Duties described herein, and shall be solely responsible for the cost of the same.

## **10. INDEPENDENT CONTRACTORS**

10.1. It is expressly agreed that the relationship of Trinity and its Assistants to the County shall be that of independent contractors. The Assistants of Trinity are not, nor shall they be deemed to be, employees of the County, and employees of the County are not, nor shall they be deemed to be, employees of Trinity, for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. Trinity covenants and agrees that it will conduct itself in accordance with such status as an independent contractor.



10.2. Trinity 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 as a regular course of business. Trinity and the County agree that Trinity is free to undertake other work arrangements during the Term of this Agreement, and may continue to make its services available to the public.

10.3. Trinity and its Assistants shall not be eligible for compensation from the County due to absence because of a) illness; b) normal vacation; c) attendance at school or special training or a professional convention or meeting.

10.4. Trinity acknowledges and agrees that neither Trinity, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.

10.5. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges Trinity's independent contractor status, it is agreed that both the County and Trinity 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.

10.6. Trinity 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.

## **11. EXPENSES**

Trinity is solely responsible for paying all of its business expenses related to furnishing the Food Services and Duties described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

## **12. TRAINING**

Trinity shall not be required to attend or undergo any training by the County, except for a jail safety course for civilians provided by the County. Trinity shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Food Services and Duties described herein, and shall be solely responsible for the cost of the same. The OCSO will offer First Aid and CPR Training to Trinity employees. Trinity shall also utilize the local Red Cross branch in Utica, offering First Aid and CPR training. The cost of this training shall be borne by Trinity.

## **13. LIABILITY AND INDEMNIFICATION**

13.1. To the fullest extent permitted by applicable law, Trinity 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, invasion of personal or property rights, 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 Trinity, its officers, agents, employees (including Trinity's Assistants or other authorized personnel) arising out of or in connection with the exercise by Trinity or any of the Trinity'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. The provisions of this Section shall survive the expiration or termination of this Agreement.

13.2. The insurance provisions in this Agreement are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions below.

#### 14. INSURANCE

Trinity 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.

14.1. 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) Oneida County and any other parties required by the County shall be included as additional insureds. 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 insureds.

14.2. Workers Compensation and Employers Liability

a) Statutory limits apply.

14.3. 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.

14.4. Commercial Umbrella

a) Umbrella limits must be at least \$5,000,000.

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.

14.5. Prior to the start of any work, Trinity 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 Trinity'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 thirty (30) days prior written notice has been given to the County.

14.6. Waiver of Subrogation. Trinity 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, Umbrella Liability or Workers Compensation and Employers Liability Insurance maintained per requirements stated above.

14.7. No Representation of Coverage Adequacy. By requiring insurance, the County does not represent that coverage and limits will be adequate to protect Trinity. The County reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements stated in this Agreement, or failure to identify any insurance deficiency, will not relieve Trinity from, nor may it be construed or considered a waiver of Trinity's obligation to maintain, the required insurance at all times during the performance of this Agreement.

#### 15. EXCUSED PERFORMANCE

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either Local, State, or Federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence said Party is unable to prevent, the Party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues. Trinity shall not be subject to credits, liquidated damages, fees, penalties, or other charges if the performance of any terms or provisions herein are delayed or prevented due to any of the above, if not within the control of Trinity, and by the exercise of reasonable diligence, Trinity is unable to prevent.

#### 16. RECORD RETENTION

All records shall be kept on file by Trinity for a period of six (6) years from the date the record is made and Trinity shall, upon reasonable notice, give the County or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to this Agreement and the financial arrangements set forth in Exhibit F. The cost of such inspection, examination, and audit will be at the sole expense of the County and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 18 herein.

#### 17. NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the Parties at the address stated below or at any other address as designated by one Party upon notice to the other Party. Any such notices shall be deemed to have been given (a) upon the first business day following personal service; or (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to County: Oneida County, Law Department  
800 Park Avenue  
Utica, NY 13501

With copy to: Oneida County Sheriff's Office  
6065 Judd Road  
Oriskany, NY 13424

If to Trinity: Trinity Services Group, Inc.  
477 Commerce Boulevard  
Oldsmar, FL 34677-3018

With copy to: General Counsel  
1260 Andes Boulevard  
St. Louis, MO 63132

## 18. CONFIDENTIALITY

18.1 In the course of performing this Agreement, the Parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other Party which includes, but is not limited to, security means and methods, recipes, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The Parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the Term of this Agreement, except that the Parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other Party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either Party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either Party at the time of disclosure and is not acquired directly or indirectly from the other Party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority.

18.2 The Parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other Party, except where copies are made pursuant to a requirement to disclose pursuant to law in the sole opinion of the County, or a requirement to disclose as part of a judicial or regulatory proceeding, or as required by a governmental authority.

18.3 Each Party's Confidential Information shall remain the exclusive property of that Party. The County's Confidential Information shall be returned by Trinity to the County, or destroyed at the County's direction, upon termination or expiration of this Agreement. Trinity acknowledges that the County is subject to various legal requirements for record retention, and Trinity agrees that any Confidential Information disclosed to the County in tangible form shall be retained and disposed of by the County, at the County's sole discretion, in accordance with the Records Retention And Disposition Schedule CO-2, pursuant to 8 NYCRR § 185.13 (Appendix J).

18.4 In the event of any breach of this provision, the Parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

18.5 Trinity acknowledges and agrees that the County is subject to New York Public Officers Law, Article 6, Freedom of Information Law ("FOIL"). In order for the County to assert the exception for proprietary information contained in Public Officers Law Section 87(2)(d), Trinity shall mark any Confidential Information it wishes to have the County withhold upon a request received pursuant to FOIL as follows: "Proprietary. Not subject to disclosure under Public Officers Law Section 87(2)(d)."

**19. SIGNATURES**

Agreement to and acceptance of this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both Parties hereto.

**20. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to its principles of conflicts of laws. Trinity expressly consents to the exclusive jurisdiction and venue in Oneida County, New York in connection with any dispute arising out of, or in connection with, this Agreement.

**21. SERVICE OF PROCESS**

Trinity agrees that in the event an action is filed in a court of competent jurisdiction in Oneida County, New York, service of said action on the entity and address listed with the New York State Department of State for service of process as of the date of filing of such action shall be deemed good and sufficient service. In the event that at the time an action is filed Trinity does not maintain an entity and address listed with the New York State Department of State for service of process, then service on the entity and address listed as of the date of negotiation of this Agreement, namely Trinity Services Group, Inc., 477 Commerce Boulevard, Oldsmar, FL 34677-3018, shall be deemed good and sufficient service.

**22. ASSIGNMENT**

In accordance with Section 109 of the General Municipal Law, this Agreement may not be assigned by Trinity 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. Trinity may, however, assign its right to receive payments without the County's prior written consent unless this Agreement concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

**23. ENTIRE AGREEMENT AND WAIVER**

The terms of this Agreement, including any exhibits, schedules, attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the Parties and cancel and supersede 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, Exhibit A (Food Services and Duties), Exhibit B (County Responsibilities), Exhibit C (Trinity's Responsibilities), Exhibit D (Sanitation), Exhibit E (Security), Exhibit F (Financial Arrangements, including Schedule 1), and Exhibit G (Standard Contract Clauses Addendum). 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.

REMAINDER OF PAGE LEFT BLANK  
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have agreed to be bound by the terms and conditions of this Agreement and accompanying addenda, as of the date first above written.

Oneida County

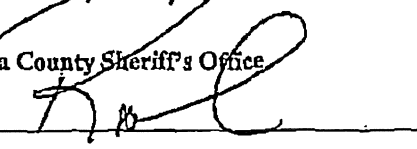
By: 

Printed Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

Date: 6/23/20

Oneida County Sheriff's Office

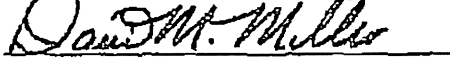
By: 

Printed Name: Robert M. Maciol

Title: Sheriff

Date: 4-22-20

Trinity Services Group, Inc.

By: 

Printed Name: David M. Miller

Title: Chief Operating Officer

Date: 4/14/20

Approved

*Alison Stanlevich*

Alison Stanlevich, Esq.  
Assistant County Attorney

## EXHIBIT A

### FOOD SERVICES AND DUTIES

1. Trinity shall deliver high quality Food Services, in accordance with industry standards. Food Services shall meet all applicable Federal, State, and Local guidelines, laws, and regulations, including the guidelines as prescribed by the New York State Commission of Correction Law, Title 9 NYCRR Part 7009 covering Minimum Standards and Regulations of Food Services.
2. Trinity shall operate the Food Services program using corrections-experienced and professionally trained personnel who will comply with all Federal, State, and Local laws, regulations, and guidelines including, but not limited to, OCSO Correctional Facility regulations and directives from the Sheriff and his supervisory personnel.
3. Trinity shall ensure that with respect to the purchase of raw food products, all food and beverage products used in the performance of this Agreement must be served prior to the expiration date, when so dated. Additionally, Trinity will maintain food temperatures in accordance with the New York State Health Department's heating and cooling requirements, and will meet or exceed all New York State Department of Health Food Service Sanitation Guidelines, all National Commission on Correctional Health Care (NCCHC) guidelines, all Hazard Analysis Critical Control Point (HACCP) guidelines, New York State Commission of Corrections Regulations under Title 9 NYCRR Part 7009, and County Correctional Facility standards.
4. Trinity shall operate the Food Services program in a cost-effective manner.
5. Trinity shall offer a comprehensive education program for Trinity staff and Correctional Facility inmates assigned to kitchen duty.
  - a. Trinity shall provide inmate education through their Inmate Training Program to teach inmates real and usable job skills.
6. Trinity shall offer three (3) meals per day Monday through Friday consisting of a cold breakfast, hot lunch, and a hot dinner, and three (3) meals per day on Saturday and Sunday consisting of a cold breakfast snack, a hot brunch, and a cold dinner, as well as sack lunches of comparable nutritional value as required by the OCSO. All menus and special diets must meet the standards for adult holding and detention facilities as established by the National Commission of Correctional Health Care (NCCHC), New York State Commission of Corrections Regulations under Title 9 NYCRR Part 7009, and New York Correction Law Directives. Trinity will have all menus approved and signed annually by a Registered Dietitian licensed by the State of New York.

These three meals will be served at the following designated times:

Breakfast: 0700-0800 hrs

Lunch/Brunch: 1100-1200 hrs

Dinner: 1630-1730 hrs

No more than fifteen (15) hours is permitted between the dinner meal and the breakfast meal on the following day.

7. All meals served will be in compliance with current Recommended Daily Allowance for adults as established by the National Academy of Sciences, and as prescribed for inmates under New York State Commission of Corrections Regulations under Title 9 NYCRR Part 7009 for Food Services. Trinity shall institute revisions to the Food Services program when updates are issued by the aforementioned authorities.

8. Trinity shall provide the OCSO with a four (4) week meal plan each month. In addition to the regular twenty-eight (28) day cycle meal plan, Trinity will provide a special menu for inmates on special, modified, medical and/or religious diets (i.e.: Kosher meals, Ramadan, allergies, diabetic, etc.). Trinity will provide therapeutic or restricted diet meals upon the County's request. Specific therapeutic diets will be prepared and served to inmates in accordance with orders from the OCSO's attending physician, dentist, or responsible health authority. Proposed medical diets will be specific and complete and will be furnished in writing to Trinity by the County.

9. Trinity will provide a minimum of five (5) holiday meals at Thanksgiving, Christmas, New Year's Day, Independence Day, and Memorial Day, and others as requested by the County for inmates and staff.

10. Trinity will provide copies of all "special diets menus" to the Correctional Facility Medical Department and Administrative Office. Diets will include calorie content and food served by type and portion amount. Special diets will be provided to the Medical Department and Administrative offices prior to the start date of this Agreement.

11. Trinity will provide, at the request of the Sheriff/designee, "finger foods," including Nutra-Loaf, served with no utensils on a specialized tray for inmates housed in Special Housing Units, including medical/mental health watches.

12. Trinity must have the inmate menu reviewed at least annually by a Registered Dietician, licensed by the State of New York. This review shall include a signed nutritional compliance statement.

13. Trinity shall maintain a sample meal of each meal served for seventy-two (72) hours. The County reserves the right to review and change the menu at its discretion.

14. Minimum Food Specifications

a. All meat portions will be no less than four (4) ounces and no more than six (6) ounces cooked weight.

b. Beef shall be USDA inspected. Poultry shall be USDA inspected. Seafood shall be packed under Federal Inspection (PUFI); frozen fish must be a nationally recognized brand.

c. All dairy products must be U.S. government inspected. Fresh eggs must be USDA Grade A or equivalent; frozen eggs must be USDA inspected; milk must be pasteurized Grade A.

d. Fresh fruits and vegetables shall be selected according to written specifications for freshness, quality, and color; U.S. Grade B. Canned fruits and vegetables must be U.S. Grade B or Fancy. Fruits shall be packed in light syrup or water. Frozen fruits or vegetables shall be U.S. Grade B Choice or better.

e. Bread, rolls, cookies, pies, cakes, and puddings, either prepared or baked at the Correctional Facility, must meet USDA breakfast and lunch requirements, as applicable.

f. No pork products or pork derivatives, including gelatin, will be used. At the request of the Sheriff or his designee, Trinity will provide a manufacturer's statement of ingredients for the requested items.

g. Ground beef and ground beef patties will be provided with a minimum lean to fat ratio of 80/20. Ground beef will not contain any gland meat, bull meat, stag meat, or head meat. Only USDA inspected meat will be used. During grinding, meat should remain below 40F, but not less than 30F. Meat should be double ground. Soy or other extenders are acceptable up to 6%.

h. Cereal is designated on menus by a serving of one (1) cup. One cup is measured to be either nine (9) ounces by volume or one and one-half (1.5) ounces by weight. Only bulk cereal is to be used.



i. Condiments such as ketchup, mustard, mayo-type dressing, margarine, salad dressing, syrup, and jelly will be provided in prepackaged, portion control packages. Salt and pepper will not be served to inmates.

15. Other Meal and Food Requirements

a. Trinity will provide meals in paper bags or other temporary food storage containers for inmates that miss meals because they are out of the Correctional Facility at the time of meal service.

b. At a minimum, these "bagged/boxed" meals shall be composed of the following: Four (4) slices of bread, two (2) ounces of meat (e.g. turkey, turkey bologna, turkey salami, etc.), two (2) ounces of cheese, one (1) serving of fruit (e.g., apple, orange, pear), a beverage, and packaged condiments (e.g., mustard, mayo-type dressing, ketchup).

c. Trinity will provide, at their expense, natural fruit juice (may be reconstituted) for special diets. A stock (minimum of one (1) quart) of the aforementioned natural fruit juice will be kept in the Correctional Facility's Medical Office for their use during emergencies.

16. Staff Meals

a. Trinity will provide one (1) meal to Correctional Facility staff, as provided for under their collective bargaining agreement (232 Correction Officers and 20 Civilian Staff Members), who are assigned to work during regularly scheduled meal times. Meals provided will be the same as those served to inmates on the date and time of meal service.

b. Pursuant to the terms and conditions of the Collective Bargaining Agreement, the staff members may opt to receive a garden salad with choice of dressing, in lieu of a regular meal.

c. Additional staff food will be provided by Trinity upon request of the Sheriff or his designee. Staff meals will be counted in the total numbers of meals served to determine the price per the sliding scale.

17. Trinity Take-Out

a. Trinity will also provide "Trinity Take-Out" which includes an offering of higher quality meals to eligible inmates (good behavior). Menus will be available to eligible inmates and staff one (1) week before delivery.

b. Inmates will purchase these meals with money in their own accounts. If an inmate receives disciplinary action between order and delivery and/or is unable to receive the order, money will not be refunded to the inmate's account. Eligible inmates may purchase one (1) item per week.

c. OCSO staff may also purchase these meals.

18. Emergency Preparedness

a. Trinity shall maintain, at a minimum, a five (5) day supply of three (3) complete meals, including disposable service ware, at all times for both inmates and staff.

b. Trinity shall maintain procedures and emergency menus in the event of the following: loss of water, loss of steam or electricity, vendor failure, or work stoppage. Either a Tier One or Tier Two Meal Pattern will be implemented based upon Trinity's indicators for implementation.

c. Trinity shall be responsible for providing all paper products used during lock down events and will be responsible for the costs of these products.

d. Trinity shall offer Crisis Management Services (CMS). CMS shall provide immediate response and advisement for any food-related emergency at the OCSO, and will be available with incident response 24/7. CMS may also provide after-action reports to assist the OCSO with media inquiries, grievances, lawsuits, and New York State Commission of Correction inquiries.

## EXHIBIT B

### COUNTY RESPONSIBILITIES

1. County shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Food Services and Duties, and shall furnish, without cost to Trinity, all utilities and facilities reasonable and necessary for the efficient performance of Trinity's Food Services and Duties hereunder, including, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.
2. County shall, at its own cost and expense, provide all fixed food equipment, such as coolers, kettles, etc., facilities, and floor space as mutually agreed is necessary for the efficient provision of Trinity's Food Services and Duties hereunder. Trinity shall provide, at its own costs and expense, all non-fixed food service items. Trinity will maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by County becomes inoperative, hazardous, or inefficient to operate, Trinity shall notify County and have the right to effect repairs or replacements at the expense of the County if the County fails to do so after a reasonable amount of time after notice of said equipment deficiency. During such time period when the equipment is inefficient, hazardous, or fails to operate, County shall, if applicable, pay the cost of all paper products used during such time period. County shall permit Trinity to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof.
3. County will provide, install, maintain, repair, replace if necessary, and permit Trinity to use all mechanical food service equipment. Repairs required as a result of misuse or abuse or negligence by Trinity's personnel or inmates under their supervision of Trinity will be paid by Trinity. In the event repairs are required, Trinity will immediately notify the appropriate OCSO personnel.
4. County will provide inmate workers to assist Trinity employees in its Food Services and Duties. The OCSO will determine what workers to assign to work in Food Services and Duties after a request is made by an inmate and it is confirmed that they are eligible to work.
5. County will provide trash removal, pest control, office space, inmate uniforms, and utilities as specified above in section 1, excluding modem and FAX services.
6. County will provide adequate ingress and egress to all production areas used by Trinity and will provide adequate heat, gas, lights, ventilation, and all other utilities.
7. County will provide general maintenance to the building structure including, but not limited to the maintenance of, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings and wall and ceiling surfaces. Trinity will not make any alterations to, additions to, or removal of, any walls, windows, floors, ceilings, doors, equipment, or fixtures, without the prior written approval of the Sheriff or his designee. Windows and other openings will not be covered with any blinds or drapes without prior written approval of the Sheriff or his designee.
8. Non Solicitation. County will not, during the Term of this Agreement and for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Trinity or any of its subsidiaries. In the event that County breaches the terms of this provision, County shall pay Trinity an amount equal to the annual salary of such employee. This provision shall not apply to any person who was employed by the County prior to being employed by Trinity.

## EXHIBIT C

### TRINITY'S RESPONSIBILITIES

#### 1. Staff

a. Trinity represents and warrants that they will maintain appropriately trained and educated staff to carry out the Food Services and Duties in the Agreement. All staff must be able to obtain a security clearance issued by the OCSO prior to commencing work within the Correctional Facility. Trinity shall continue to train its staff in accordance with applicable Federal, State, and Local rules, court orders, administrative directives, Correctional Facility directives, National Commission of Correctional Health Care, American Correctional Association and New York State Commission of Correction standards, Chairman's Memoranda, and policies and procedures of the OCSO.

b. Staff will be on duty seven (7) days per week, fifty-two (52) weeks per year during meal prep, service, and clean-up times.

c. Trinity will provide efficient operation, expert administration, dietetic service, purchasing, accounting, supervision service, technical assistance, and planning to fulfill the terms and conditions of this Agreement.

d. Trinity will provide a Food Service Manager to be in attendance whenever the kitchen is in operation to assure quality performance. Either the Food Service Manager or a supervisor must be on duty each day, and must be on call twenty-four (24) hours per day in order to provide administrative backup for the on-duty staff.

e. In the event a Trinity staff position is open, so long as the vacant position is covered by overtime or by a qualified temporary Trinity employee, no staffing fine or penalties will be imposed by the County.

#### 2. Reports and Records

a. Trinity will provide an accurate weekly report indicating the number of daily meals served to inmates and County staff. The report will be broken down into categories by the three (3) meal times, by housing locations, by regular meals, and by staff meals.

b. Trinity shall provide a monthly report, which shall be attached to an invoice. This report shall detail all work completed that month and shall compare scheduled work versus actual work completed. This report shall also include i) a schedule of when work is done, ii) specific information of what work was done, and iii) the number of workers utilized and hours worked.

c. Trinity will provide training reports when applicable. Reports will be submitted monthly to the Sheriff or his designee.

#### 3. Management Meetings

At the end of each quarter during the Term of this Agreement, Trinity will send Trinity's Regional Manager to the Correctional Facility to meet with the Sheriff/designee to discuss the following areas, including but not limited to food portion sizes, menu compliance (amount, product and completeness), food temperature and other health and safety issues, and any other concerns.

#### 4. Equipment

a. Trinity may purchase any non-fixed inventory, equipment, and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. County does not have any liability under any Vendor Terms.

b. All equipment furnished by the County to Trinity is the sole property of the County, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the County.

5. Repair

Trinity shall be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts or omissions, but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the County, as defined in Exhibit B.

6. Non-Food Products

a. Trinity shall provide all paper, foil, and plastic products used in the daily routine of Food Services. These include, but are not limited to, aluminum foil, plastic wrap, paper bags, waxed paper, sandwich bags, plastic or foam trays and containers, plates (paper and otherwise), utensils (including those used in the preparation and service of meals), sporks, bowls with lids, cups with lids, bun rack covers (oven covers), labels, and parchment paper.

b. Trinity shall provide all protective garments for Trinity employees and inmate kitchen workers including, but not limited to, caps, hairnets, aprons, and plastic gloves.

c. Trinity shall provide all trash can liners for cans located in the kitchen area.

d. Trinity shall provide insulated meal carts for the transportation of meals to the housing units.

7. Grievances

a. Trinity shall comply with the OCSO's legal requirements for maintaining an Inmate Grievance Program pursuant to New York State Commission on Correction Minimum Standards and Regulations for Management of County Jails and Penitentiaries, Title 9 NYCRR, Part 7032. Trinity shall immediately provide notice of any grievances to the OCSO Grievance Coordinator and shall assist the OCSO Grievance Coordinator in processing these grievances.

b. Trinity shall maintain monthly statistics of grievances filed including complaints with and without merit. All grievances will be responded to in writing within 24 hours of receipt. The OCSO and the County shall review all inmate grievances and Trinity's actions. Trinity must implement the OCSO's recommendations.

## EXHIBIT D

### SANITATION

1. Trinity will ensure the entire Food Services department (kitchen, storeroom, and break room area) will be operated and maintained in a clean and sanitary condition in complete compliance with Federal, State, and Local standards, including, but not limited to, the regulations promulgated and enforced by the OCSO.
2. Trinity must successfully pass all required health and sanitation inspections whether by County, State, or Federal officials with a Grade "A" or equivalent numerical score. Any costs incurred by the County due to Trinity's failure to pass any required health and sanitation inspections will be the responsibility of Trinity.
3. Trinity will collect and dispose of all rubbish, garbage, litter, or other waste in the kitchen areas in accordance with the OCSO's policy. County will be responsible for proper removal of trash and garbage within a reasonable amount of time after completion of each meal from the Correctional Facility. County will provide dumpsters and will be responsible for having them emptied.
4. Trinity's Food Service Manager will participate in periodic Correctional Facility kitchen inspections with the Sheriff or his designee.
5. Trinity agrees to submit to inspections by the Sheriff or his designee and by County Health Department, State Health Department or other similar County, State, or Federal agencies upon the request of the Sheriff or his designee.
6. Trinity will require all employees on all shifts to have Federal, State, or County Food Service Sanitation Certifications when required by any such agency.
7. Trinity will not dispose of grease in drains. Grease will be disposed of in accordance with local health codes. The collection and removal of grease will be accomplished by an independent hauler, at Trinity's expense.
8. Trinity will establish hazardous chemical logs and comply with all applicable laws and standards concerning the use, storage and handling of hazardous substances and chemicals. This includes MSDS regulations.
9. All chemicals, supplies, and other materials required for proper sanitation will be provided by Trinity. The use of any chemicals will be subject to prior approval by the Sheriff or his designee.
10. Trinity will provide regular and post-meal cleaning and/or sanitation of all oiled trays, carts, utensils, and other related items used and/or soiled during Food Services operations.

## EXHIBIT E

### SECURITY

1. The Sheriff or his designee will provide security services sufficient to enable Trinity and its personnel to safely provide the Food Services and Duties as outlined in the Agreement.
2. Trinity will abide by any and all County rules and regulations, procedures and orders, as well as any directive by the Sheriff or his designee concerning the safety and security of the Correctional Facility.
3. The Sheriff possesses the sole discretion to deny any person access to the Correctional Facility where the Sheriff determines that person to be a threat to the safety and/or security of the Correctional Facility.
4. Trinity is hereby made aware that the OCSO has a standing policy that individuals with outstanding felony or misdemeanor warrants will be denied access to the Correctional Facility and will be reported to law enforcement. Trinity will bring to the attention of the Sheriff any employees with outstanding felony or misdemeanor warrants as soon as Trinity becomes aware of the same.
5. The Sheriff may issue temporary identification cards to Trinity's employees which they will be required to wear at all times while on Correctional Facility property. Cards will be returned to Correctional Facility central control and reissued to Trinity's employees each day.
6. The Sheriff will have control of all perimeter keys, locks and security. Trinity will have keys and access to those areas where food and supplies are stored and processed, including the kitchen, storeroom, and break area, and as to be determined by the Sheriff or his designee. The Sheriff will have absolute control and will maintain a master set of all keys.
7. The County reserves the right to observe Trinity's operations and inspect the kitchen and related areas at any time without notice to Trinity.
8. Trinity staff will direct inmates as to their kitchen tasks. Inmates shall not be permitted to supervise other inmates. An OCSO officer will be stationed in the kitchen while Trinity staff and inmates are present.
9. Trinity will abide by their own Security Procedures and Policies Program which includes policies for contraband prevention, tool control, key control, trash checks, taking of hostages, planned assaults, rumors (will be conveyed to OCSO staff), and shakedown procedures. Trinity staff shall also abide by all OCSO security measures, and will tailor their procedures to the OCSO's needs.
10. New Trinity employees will be required to attend an orientation program conducted by the OCSO consisting of a Safety for Civilians training seminar within one (1) year of employment. This training is due to the nature of the work environment. Trinity is responsible for compensating their employees during this training. Trinity is responsible for all other employee training.

## EXHIBIT F

### FINANCIAL ARRANGEMENTS

#### 1. Price Per Meal

a. The County shall pay Trinity the price per meal as detailed in the Cost Scale, based on the number of inmates, which is attached hereto as Schedule 1 and incorporated herein by this reference.

b. To the extent Trinity's receipts are less than Trinity's costs and expenses for providing such meals, Trinity shall bear all losses. To the extent Trinity's receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom.

c. In the event of an extension of the Term of this Agreement, meal prices shall be adjusted annually, effective on the anniversary date of the Agreement, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, or Food Away From Home. Annual price adjustments shall be based on the most current data available sixty (60) days prior to the Agreement anniversary date and shall be communicated to the County not less than thirty (30) days prior to the effective date of the new prices.

d. In addition, in the event of material unanticipated cost changes, whether in (i) Federal, State or Local sales, payroll based or other taxes, labor, employee benefits, merchandise, equipment; (ii) the minimum wage rate or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity having jurisdiction over the Parties, it is agreed that Trinity shall have the right to request an adjustment of its per meal prices to reflect impact of the cost changes. If other material conditions change due to causes beyond Trinity's control, including, but not limited to a change in the scope of Food Services and Duties, menu changes requested by the Correctional Facility, decreases in inmate population or the availability of inmate labor, efforts to organize labor or changes in Federal, State or Local standards or regulations including any applicable nutrition program standards or other unforeseen conditions beyond Trinity's control, it is agreed that Trinity shall have the right to request an adjustment of its per meal prices to reflect the impact of the change in circumstances.

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

#### 2. Payment Terms

a. Trinity shall invoice the County each week, in arrears, for the total amount due from the County as the result of the number of meals served in the preceding week. The County shall pay the invoice amount within thirty (30) days of date of the invoice from Trinity. All past due amounts due Trinity will be subject, at the option of Trinity, to a service charge equal to one and one half percent (1.5%) per month of the unpaid balance.

b. In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that the County's credit has become impaired, Trinity shall have the option to: (i) either decline to continue provision of Food Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity's satisfaction; or (ii) terminate this Agreement without liability whatsoever to Trinity, by giving ninety (90) days prior written notice to the County.

c. All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the County.

3. Equipment Funds

a. Trinity will establish a fifty thousand dollar (\$50,000.00) equipment fund at no additional cost to the County. This fund will be used to replace the existing dishwasher that is unusable without continuous repairs.

b. If this Agreement is terminated before the end of five (5) years (the three (3) year initial Term as well as the two (2), one (1) year extension periods), the County shall pay Trinity the remaining cost of the dishwasher that has not depreciated. The County may choose to pay this cost directly to Trinity or pass this cost on to a new vendor.



**SCHEDULE 1**

**COST SCALE**

<b>Inmate Meals Served</b>	<b>Price Per Meal</b>
0-99	TBD
100-119	\$2.482
120-139	\$2.191
140-159	\$1.983
160-179	\$1.827
180-199	\$1.706
200-219	\$1.609
220-239	\$1.530
240-259	\$1.464
260-279	\$1.408
280-299	\$1.360
300-319	\$1.330
320-339	\$1.305
340-359	\$1.282
360-379	\$1.262
380-399	\$1.245
400 and Over	TBD

Final pricing will be determined by adding the total number of meals served in each week cycle (21 meals), and dividing by 21 to get the average number of meals served for that meal period billing cycle, applying the corresponding price from the scale and calculating the total amount due for the week.

Special component meals (Kosher, etc.) shall be billed at the rate of \$3.85 per meal.

**EXHIBIT G**

**STANDARD ONEIDA COUNTY CONTRACT CLAUSES ADDENDUM**

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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.

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. CERTIFICATIONS 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:
  - i. 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.

- ii. 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.
    - iii. 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,
    - i. 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 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 or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, 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;
    - ii. 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:
    - i. 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 ongoing 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), above;
- D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and 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 paragraph (D)(2), above, 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), above.

- ii. 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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. 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
- ii. 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:
  - i. 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;

- ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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:
- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  - iv. 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;
  - v. Make available protected health information in accordance with 45 CFR §164.524;
  - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
  - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

- viii. 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
- ix. 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 permanently 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:

- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
- ii. 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
- iii. 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 any 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 of the Labor Law, 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 monies 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 of the Labor Law, 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 Articles, 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 certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its 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; and (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 knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (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. 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 pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) 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. (ii) 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 acquired 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 sole 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 for 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 sole responsibility of the Contractor to establish 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 made 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 requested to be made or has been 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 to 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 or Contractor, or any person signing on behalf of any bidder or 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 (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or 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 or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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 or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

2) Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:

- i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, "on Oneida County property" shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW-§ 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Updated: 11/8/2018

# **Exhibit B**

Cost Scale During First Extension Term

<b>Population</b>		<b>Current 2023 Price</b>	<b>8.2% Increase 2023/2024 Price Per Meal</b>
0	- 99	TBD	TBD
100	- 119	\$ 2.646	\$ 2.863
120	- 139	\$ 2.336	\$ 2.528
140	- 159	\$ 2.114	\$ 2.287
160	- 179	\$ 1.948	\$ 2.108
180	- 199	\$ 1.819	\$ 1.968
200	- 219	\$ 1.715	\$ 1.856
220	- 239	\$ 1.631	\$ 1.765
240	- 259	\$ 1.561	\$ 1.689
260	- 279	\$ 1.501	\$ 1.624
280	- 299	\$ 1.450	\$ 1.569
300	- 319	\$ 1.418	\$ 1.534
320	- 339	\$ 1.391	\$ 1.505
340	- 359	\$ 1.367	\$ 1.479
360	- 379	\$ 1.345	\$ 1.455
380	- 399	\$ 1.327	\$ 1.327
400	+	TBD	TBD

Office of the Sheriff



County of Oneida

Undersheriff Joseph Lisi  
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

April 28, 2023

FN 20 23-176

PUBLIC SAFETY

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

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office has received insurance checks in the amount of \$31,459.52 for various claims. I would like to request a 2023 Supplemental Appropriation of Funds in the amount for the Sheriff Auto Fleet Repairs.

I respectfully request your Board approval for the following 2023 supplemental appropriation:

TO:

A3110.451-100          Automotive Repairs          \$31,459.52

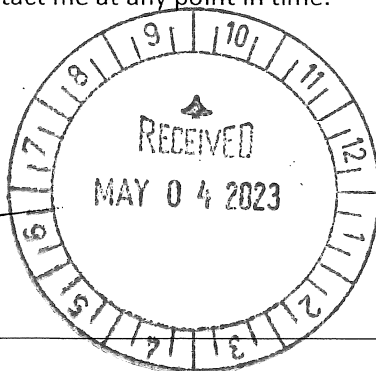
This supplemental appropriation will be fully supported by anticipated revenue in:

A3110.2680-000          Insurance Recoveries - Sheriff          \$31,459.52

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



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

Anthony J. Picente, Jr.  
County Executive

Date 5-3-23

**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

Office of the Sheriff



County of Oneida

Undersheriff Joseph Lisi  
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

April 3, 2023

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

FN 20 22-177  
PUBLIC SAFETY

Dear County Executive Picente:

WAYS & MEANS

The Sheriff's Office would like to request a 2023 Supplemental Appropriation of Funds of \$16,000. These funds will be used for the purchase of three enhanced walk-through multi-zone metal detectors. These metal detectors will be installed at the DMV's at both Utica and Rome and the Rome DSS Office.

This supplemental appropriation is supported by unbudgeted revenue from housing juveniles in the Oneida County Jail; Account A3150.3389-115.

I respectfully request that this matter be acted on at the next Board of Legislators meeting.

<u>Expense Account for the Supplemental Appropriation</u>	<u>Amount</u>
A3120.290-000 Other Equipment	\$16,000

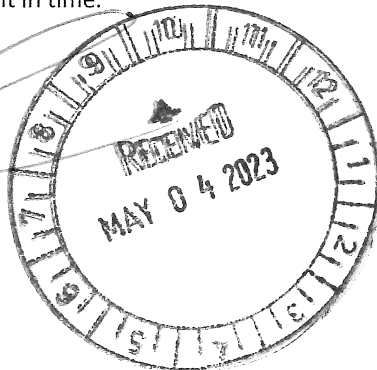
The Supplemental Appropriation will be fully supported by:

<u>Revenue Account</u>	<u>Amount</u>
A3150.3389-115 Public Safety Reimb. Juveniles	\$16,000

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



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

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

Date 5-3-23

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

**Law Enforcement Division**  
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Fax (315) 765-2327

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





ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

May 9, 2023

Gerald Fiorini, Chairman  
Board of Legislators  
800 Park Avenue  
Utica, NY 13501

FN 20 23-178

PUBLIC SAFETY

Dear Chairman:

WAYS & MEANS

The Sheriff's Office has been awarded a grant from the New York State Division of Homeland Security and Emergency Services in the amount of \$67,831.00. This grant will cover the time period of January 1, 2022 through August 31, 2025. The grant will be used to fund the purchasing of mobile data terminals, automatic vehicle location software, wireless data fees and related items. There is no County Cost to this grant.

I therefore, request the establishment of a capital project and request your Board's approval of the following:

A.) Establishment of **Capital Project H - SHR - 120 – 2022 SLETPP Grant**

B.) Funding for the capital Project **H - SHR - 120** is as follows:

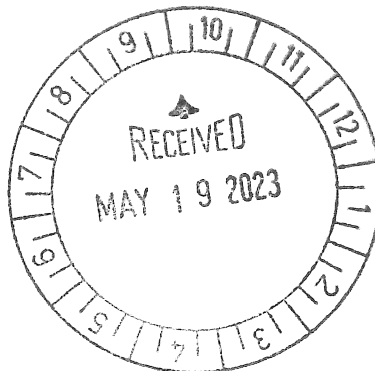
**H – SHR – 120 – 4397 Federal Aid .....\$ 67,831.00**

Thank you for your kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.  
County Executive

CC: Comptroller  
County Attorney  
Budget  
Sheriff



Office of the Sheriff



County of Oneida

Undersheriff Joseph Lisi  
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

May 2, 2023

FN 20 23-179

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

**PUBLIC SAFETY**

**WAYS & MEANS**

Dear County Executive Picente:

The Sheriff's Office would like request a supplemental appropriation for the use of forfeiture funds. These funds are received when assets are acquired as part of a law enforcement seizure. These funds are placed in restrictive accounts, with sufficient funds available in the accounts. Within the limitations set for the use of these funds, I am requesting that money be transferred to the Sheriff's expense accounts for AXON Investigate Software for the CID Division. I respectfully request that this matter be acted on at the next Board of Legislator's meeting.

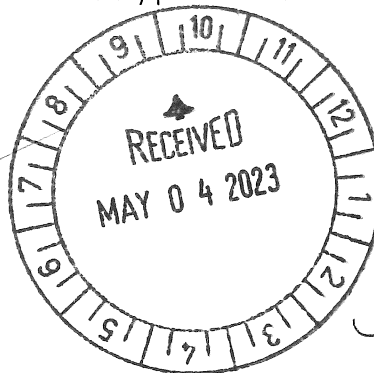
I am requesting the following 2023 supplemental appropriation:

To Account:	A3120.492-000	Computer Software & License	\$6,000
From Account:	A3120.2625-115	Forfeitures Federal	\$6,000

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 Legislator by

*Anthony J. Picente, Jr.*  
County Executive

Date 5-4-23

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



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

May 18, 2023

Gerald Fiorini, Chairman  
Oneida County  
800 Park Avenue  
Utica, NY 13501

FN 20 23 - 180

**PUBLIC SAFETY**

Dear Board Chairman,

**WAYS & MEANS**

On May 10, 2023, your Board approved Resolution #137 which approved the funding of various positions in the Probation Department. In the letter explaining the need for the funding of the positions and describing the funding source, the Director of Probation had also requested \$12,000.00 be added to the departments Rent / Lease Account to fund additional GPS Bracelets. Unfortunately, this was not included Resolution #137.

I therefore request your Board's approval for the following 2023 Fund Transfer:

**TO:**

A-3140-3141.413-100 – Rent / Lease Equipment.....\$12,000.00

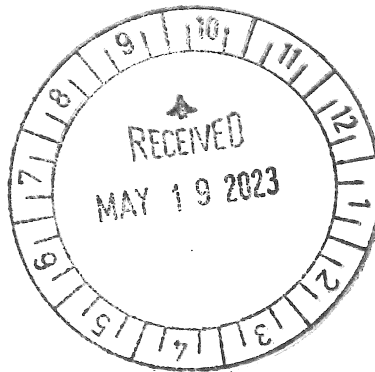
**FROM:**

A-3140-3140.850-000 – Health Insurance..... \$12,000.00

Thank you for kind attention to this request.

Very truly yours,

  
Anthony J. Picente, Jr.  
County Executive



CC: Comptroller  
County Attorney  
Director of Probation

Anthony J. Picente Jr.  
County Executive

Colleen Fahy-Box  
Commissioner



**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES**

Contract Administration, 4<sup>th</sup> Floor  
County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5073 Fax (315) 793-6044

FN 20 23 181

May 22, 2023

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 between the Oneida County Department of Family and Community Services and City of Rome for the Multisystem Inspection Program.

The Department and Contractor shall promote health and safety during the course of Child Protective investigations and/or Child or Adult Welfare Services, utilizing a multisystem approach to address housing issues which negatively impact the health and safety of adults, children, or families who the Department is responsible to protect. Contractor shall utilize outreach officers to engage families and provide education and pertinent material to participants of the Program.

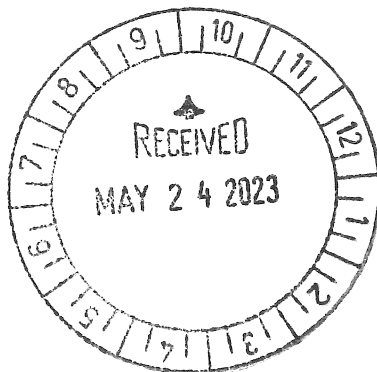
Contractor will provide habitability inspections within the City of Rome of hotel/motel facilities every six months, as required by NYCRR §352.3(g), and at uncertified shelter facilities, as required by NYCRR §900.14, both facilities used by the Department for temporary housing of people who are homeless.

The Agreement has a term of January 1, 2022, through December 31, 2023, at a total program cost of \$122,325 per calendar year with a maximum agreement cost of \$244,650, with a local share of 40.99% of the program cost or \$100,282.03.

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

Sincerely,

*Colleen Fahy-Box*  
Colleen Fahy-Box  
Commissioner



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by  
*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive  
Date 5-24-23

CFB/mk  
attachment

# 48401

**Oneida Co. Department Family and Community Services**

Competing Proposal \_\_\_\_\_

Only Respondent \_\_\_\_\_

Sole Source RFP \_\_\_\_\_

**Oneida County Board of Legislators**

**Contract Summary**

**Name of Proposing Organization:** City of Rome (CODES)  
198 North Washington Street  
Rome, NY 13440

**Title of Activity or Services:** Multisystems Inspection Program.

**Proposed Dates of Operations:** January 1, 2022 through December 31, 2023

**Client Population/Number to be Served:** All applicants for and recipients of the Department of Social Services.

**SUMMARY STATEMENTS**

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

The Department and Contractor shall promote health and safety during the course of Child Protective investigations and/or Child or Adult Welfare Services utilizing a multi systems approach to address housing issues negatively impacting the health and safety of adults, children, or families the Department is responsible to protect. Contractor will provide habitability inspections of hotel/motel facilities and uncertified shelter facilities used by the Department for temporary housing.

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

Contractor shall:

- utilize Codes Inspectors to act as outreach officers to participate with DSS staff in a multisystems approach to engage families in situations of imminent risk of safety based on housing conditions, and to provide education and pertinent material to participants of the Multisystems Inspection Program.
- perform six-month hotel/motel inspections utilizing Codes Inspectors to provide required habitability inspections of hotel/motel facilities utilized by the Department for temporary housing accommodations for individuals who are homeless as required by NYCRR §352.3(g).
- perform required habitability inspections on uncertified shelters within the City of Rome

utilized by the Department for Temporary housing needs for those individuals who are deemed homeless as required by NYCRR §900.14.

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

**Total Funding Requested:** \$122,325 per calendar year maximum \$244,650 for the duration of the agreement

- **Mandated or Non-Mandated** – The Department is mandated to provide inspection of the habitability standards for temporary housing accommodations located at Hotel/Motel facilities and Uncertified Shelter facilities as required by New York Codes, Rules and Regulations ((NYCRR) 352.3 (g)), ((NYCRR) 900.14)).

**Oneida County Dept. Funding Recommendation:** Account #: A6012.49541

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

Federal	47.73 % - \$ 116,771.45
State	11.28 % - \$ 27,596.52
County	40.99 % - \$ 100,282.03

**Cost Per Client Served:**

**Past performance Served:** The cost for this service is \$122,325 per year.

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

**AGREEMENT**

THIS AGREEMENT (hereinafter called the "Agreement"), made and entered into, between Oneida County, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, through its Department of Family and Community Services (hereinafter called the "Department;" the Department and Oneida County shall collectively be called the "County"), and the City of Rome, a municipal corporation organized and existing under the laws of the State of New York with principal offices at 198 North Washington Street, Rome, New York 13440 (hereinafter called the "Contractor"). All parties to the Agreement shall collectively be known as the "Parties."

WHEREAS, the Department has the need to promote health and safety during Child Protective investigations and Child or Adult Welfare Services and would like to use a multi-systems approach (hereinafter the Program") to address housing issues which negatively impact the health and safety of adults, children, or families; and

WHEREAS the Department desires to establish a system to provide habitability inspections of hotels, motels, and uncertified shelter facilities used by the Department for temporary housing; and

WHEREAS, the Department has a need to provide information to the people it serves and to its employees about how to maintain a healthy and safe living environment to support well-being; and

WHEREAS, the Contractor is able to provide habitability inspections for temporary housing accommodations located at hotels, motels, and uncertified shelter facilities as required by NYCRR §352.3(g) and NYCRR §900.14; and

WHEREAS, the Contractor is able to provide the information and expertise on housing conditions both to families and individuals and to the Department's Children and Adult Services staff;

**NOW, THEREFORE**, the Parties agree as follows:

**I. TERM OF AGREEMENT**

A. This Agreement shall commence January 1, 2022 and terminate on December 31, 2023.

B. The option to renew this Agreement is at the sole discretion of the Department and it shall provide notice to the Contractor prior to the end of the term of this Agreement.

**II. SCOPE OF SERVICES**

A. Multisystems Inspection Program

1. Outline of the Program

a. Upon receiving a referral or encountering housing issues in a residence that negatively impact the health and safety of adults, children, or families, the Department will invite the residents to be part of this Program in which an Outreach officer will accompany the Department employee to the residence, perform an inspection and educate the inhabitants about the dangers and other negative issues noted.

b. The Contractor will train employees of the Department about dangerous, hazardous, or detrimental housing or environmental conditions.

## 2. Responsibilities of the Department

a. Obtain information release forms to clients prior to their participation in the Program.

b. Provide reports, documents, and other information that will enable the Contractor to perform its duties under this Agreement.

c. Provide 24-48 hours' notice when a referral is submitted.

## 3. Responsibilities of the Contractor

a. Use City of Rome Codes Department inspectors as Outreach officers (hereinafter the "Officers") to shall provide education and pertinent material to participants of this Program.

### b. Outreach duties of the Officers

i. With DFCS staff, engage residents of homes with negative or housing conditions.

ii. Provide education and information regarding habitability standards that could impact health and safety and provide potential solutions and guidance.

iii. Participate in joint visits in an outreach capacity as requested by the Department.

iv. Provide data and reports to the Department regarding numbers of participants who chose to engage with assistance

v. Attend all meetings with the Department necessary to allow the Department to ensure the satisfactory performance of the duties set forth in this Agreement.

vi. Develop a curriculum and provide training to Department staff



to enhance their ability to identify dangerous, hazardous, or detrimental housing or environmental conditions.

vii. Attend all training required by federal, state, or local law, rule or regulation necessary to the performance of the duties set forth in this Agreement.

B. Habitability Inspections of Hotels and Motels

1. Habitability inspection: using City of Rome Codes Department inspectors (hereinafter called the “Inspectors”), the Contractor shall perform six (6) month habitability inspections of hotel and motel facilities within the City of Rome that the Department uses for temporary housing for homeless individuals as required by NYCRR §352.3(g).

2. Other duties of the Contractor

a. Distribute information to hotel and motel facilities specifying the habitability standards for temporary housing as defined by NYCRR §352.3(g).

b. Complete habitability standards inspection reports provided by the Department Liaison for temporary housing accommodations for all hotel and motel facilities the Department uses as temporary housing accommodations.

c. Forward completed inspection reports to the Department Liaison so that the Department may document habitability inspections.

d. Provide data and reports to the Department when there is a temporary housing violation which is dangerous, hazardous, or detrimental to life or health.

e. Attend meetings with the Department as reasonably necessary to allow the Department to ensure the satisfactory performance of the duties set forth in this Agreement.

f. Attend all trainings required by federal, state, or local law, rule, or regulations necessary to the performance of the duties set forth in this Agreement.

C. Habitability Inspections of Uncertified Shelters

1. Responsibilities of the Contractor

a. Use the Inspectors to perform annual habitability inspections of uncertified shelters in the City of Rome which the Department uses for temporary housing as required by NYCRR §900.14.

b. Duties of the Inspectors

- i. Distribute information to the uncertified shelter facilities specifying the habitability standards for temporary housing as defined by NYCRR §900.14.
- ii. Complete habitability standards inspection reports and corrective action reports provided by the Department Liaison for temporary housing accommodations for all uncertified shelter facilities that the Department uses to provide temporary housing accommodations.
- iii. Forward completed inspection reports and corrective action reports to the Department Liaison so that the Department may document habitability inspections.
- iv. Provide data and reports to the Department when there is a violation of law which is dangerous, hazards or detrimental to life or health.
- v. Attend meetings with the Department as reasonably necessary to allow the Department to ensure the satisfactory performance of the duties set forth in this Agreement.
- vi. Attend all training required by federal, state, or local law, rule, or regulations necessary to the performance of the duties set forth in this Agreement.

D. Oneida County Department of Family and Community Services Liaison

1. All hotel/motel inspection reports and related correspondence and all uncertified shelter inspection reports and related correspondence shall be mailed to:

**Lynett Sullivan**  
**Oneida County Department of Family and Community Services**  
**Homeless Unit, 1<sup>st</sup> Floor**  
**800 Park Avenue**  
**Utica, New York 13501**

2. The Department Liaison shall notify the Contractor, in writing, of the hotel/motel facilities which require inspections every six (6) months. All forms to be completed pertaining to the required inspections in accordance with NYCRR §352.3(g) shall be obtained from and returned to the Department Liaison.

3. The Department Liaison shall notify the Contractor, in writing, which uncertified shelter facilities require annual inspection. All forms to be completed pertaining to the required inspections in accordance with NYCRR §900.14 will be obtained from and returned to the Department Liaison.

**III. REIMBURSEMENT**

A. The County shall reimburse Contractor \$122,325.00 per calendar year for the duration of this Agreement.

B. Total compensation under this Agreement shall not exceed \$244,650.00.

C. The Contractor shall make requests for reimbursement by submitting an Oneida County voucher which contains the contract number, contract name, expenditure data, and any other required data.

**IV. EXPENSES**

The Contractor is solely responsible for paying all 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.

**V. PERFORMANCE OF SERVICES**

A. The Contractor represents that it is duly licensed and has the qualifications, the specialized skill(s), the experience, and the ability to properly perform the services. The Contractor shall use Contractor's best efforts to perform the Services such that the results are satisfactory to the Department. 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 its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed 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 Department, and in compliance with 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 Department without the prior written authorization of the Department.

D. The Contractor shall inform the Department within twenty-four (24) hours if it is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. The Contractor maintains the right to do so at any time, and Department maintains the right to contract with other individuals or entities to perform the same services.

## **VI. INDEPENDENT CONTRACTOR STATUS**

A. The Parties agree that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. 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, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants shall conduct themselves in accordance with such status, that its assistants will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that its assistants 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 public as a regular course of business. The Parties 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 Contractor or its Assistants 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 the Assistants, including payroll deductions, workers' 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, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance 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. The Parties agree that if the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, both the Department 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 shall comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

## **VII. TRAINING**

The Contractor shall not be required to attend or undergo any training by the Department, other than those trainings mandated by federal, state, or local law or regulations necessary to perform the services described herein. Except for those trainings mandated by federal, state, or local law or regulations necessary to perform the services described herein, the 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.

## **VIII. 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.

1. 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. Oneida County, and any other parties required by 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 insureds.
2. Workers' Compensation and Employer's Liability: Statutory limits apply
3. Business Automobile Liability (BAL) coverage with limits of at least \$1,000,000 each accident.
  - a. BAL coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
  - b. Oneida County shall be included as additional insureds on the BAL policy. Coverage for the additional insured shall be on a primary and non-contributing basis.
  - c. Commercial Umbrella

- i. Umbrella limits must be at least \$1,000,000.
- ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- iii. 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 insureds.

B. The Contractor shall defend, indemnify, and hold Oneida County and its officers and employees harmless and free and clear of all liability arising from any act of omission or commission by the Contractor, its officers, or employees with respect to this Agreement and any of the terms thereof.

**IX. RECORD RETENTION**

The Contractor shall make available all records relating to this Agreement for a period of six (6) years. Said records shall be available for audit by the New York State Audit and Control and the Department of Health and Human Services upon request.

**X. TERMINATION**

A. Either party may, upon (30) days written notice to the other party, terminate this Agreement.

B. The Department may terminate this Agreement if for cause or if needed state or federal reimbursement is terminated or not allowed.

**XI. MISCELLANEOUS PROVISIONS**

A. The Contractor shall not assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the Department.

B. The City of Rome Commissioner of Codes Enforcement and the Oneida County Commissioner of Social Services are hereby designated and authorized as the agent of each respective municipality for the purpose of administrating this Agreement.

C. Should any written notice be required by either party for the purpose of this Agreement such notice shall be sent to the following individuals at the addresses set forth below:

Contractor: Mayor of the City of Rome  
 198 North Washington Street  
 Rome, New York 13440

County: Commissioner of Social Services  
Department of Family and Community Services  
800 Park Avenue  
Utica, New York 13501

D. Any written notice shall become effective as of the date of mailing by certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated above or such address as may hereafter be specified by notice in writing.

E. The Parties agree that all information exchanged is confidential and shall be used only for the purposes of this Agreement.

**XII. 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.

**XIII. ENTIRE AGREEMENT**

The terms of this Agreement, including any attachments, amendments, addenda, or appendices attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alteration, or modification 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.

*Signatures appear on the next page.*

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

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

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


Approved: \_\_\_\_\_  
Maryangela Scalzo, Deputy County Attorney

Date: 5/23/23

Oneida County Department of Family and Community: \_\_\_\_\_  
*Colleen Fahy-Box*  
Colleen Fahy-Box, Commissioner

Date: 5/14/23

City of ~~Oneida~~ Rome \_\_\_\_\_  
*J. M. Izzo*  
Jacqueline M. Izzo, Mayor

APPROVED MAY 15 2023 



APPENDIX A  
NEW YORK STATE CONDITIONS

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 fifty 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 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 FAMILY AND COMMUNITY 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 local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants 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:
  1. By certified or registered United States mail, return receipt requested;
  2. By facsimile transmission;
  3. By personal delivery;
  4. By expedited delivery service; or
  5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from 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 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.
- 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 (3) 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 AGREEMENT, 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 AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
  - 1. 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 AGREEMENT. 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.
  - 2. 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
  - 3. 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 this 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 this 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 herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT 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 (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. 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:

1. 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.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. 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 AGREEMENT for a period often (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 (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) 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 AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non- responsible vendor include:
  1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
  2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
  3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
  4. 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.
  5. 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
  6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
  7. 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, the Department may require as a condition precedent to entering into this AGREEMENT 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 AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, 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 AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the 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/we\\_db\\_exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/we_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 Department'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 Oneida 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 OF 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 local 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, the 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 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. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor 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 subcontractor 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 Contractor's, or its subcontractor'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 any of the Contractor's 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 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 AGREEMENT period or deem this AGREEMENT 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 this AGREEMENT. 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 AGREEMENT 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. If the Department should determine that the Contractor 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:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this 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 this 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 the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. 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 time-frame;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. 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;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. 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 time-frame within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the time-frame 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 time-frames 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 the 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 insurance 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 the 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 this AGREEMENT, 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 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.

- 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 this AGREEMENT are at the discretion of the Department, which shall supply written notice of such renewal or termination within thirty (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 Department. 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.

City of Rome  
NAME OF CONTRACTED AGENCY

Jacqueline M. Izzo, Mayor  
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

[Signature] 5/17/2007  
SIGNATURE DATE

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

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

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

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

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

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

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

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


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

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

Print Name:

Isaac M. Izzo

Signature:



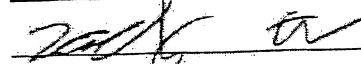
Title:

Mayor

Date:

5/17/2025

Witness:



**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

THIS ADDENDUM, entered into on this \_\_ day of \_\_\_\_\_, 20 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.

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. CERTIFICATIONS 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.
  11. 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.
  111. 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 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 or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, 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;

11. 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 ongoing 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), above;

D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and 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 paragraph (D)(2), above, 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), above.

11. 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 that are individuals, 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

11. 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;
  11. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  111. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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

11. 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;

11. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

111. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

1v. 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;

v. Make available protected health information in accordance with 45 CFR §164.524;

v1. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

v11. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

v111. 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

1x. 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 permanently 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;

11. 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

111. 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 I09 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 any 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 I 09-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section I08 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 of the Labor Law, 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 monies 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 of the Labor Law, 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 Articles, 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 certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its 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; and (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 knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (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. 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 pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) 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. (ii) 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 acquired 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 sole 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 for 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 sole responsibility of the Contractor to establish 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 made 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 requested to be made or has been 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 to 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 or Contractor, or any person signing on behalf of any bidder or 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



(hereinafter "**OGS**") website, that to the best of its knowledge and belief, that each bidder or 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 or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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 or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  11. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

1. Upon all real property owned or leased by the County of Oneida;  
and

11. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW§ 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Anthony J. Picente Jr.  
County Executive

Colleen Fahy-Box  
Commissioner



**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES**

County Office Building 800 Park Avenue Utica, NY 13501  
Phone: (315) 798-5738 Fax: (315) 798-5218

April 24, 2023

FN 2023-122

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 Steuben County Department of Social Services for Non-Secure Detention Services that provides the Department with one (1) reserved bed for Oneida County youth and the ability to utilize unreserved beds as needed. The Contractor's non-secure detention facility is via a contract with Berkshire Farm Center and Services for Youth.

This facility provides a 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).

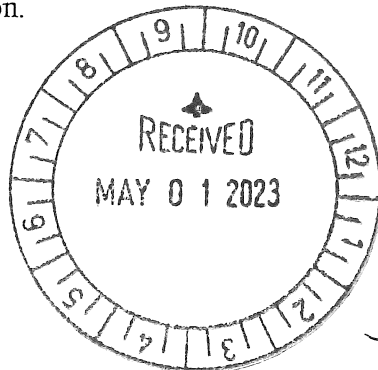
The term of this agreement is July 6, 2022 through December 31, 2023. The cost for this agreement is \$355,665.00 and is 49 % reimbursable through New York State Office of Children and Family Services, with a local cost of 51% in the amount of \$181,389.15. Should the Department utilize more than one bed on any given day, it will be charged an additional \$855.00 per day for the unreserved bed.

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

Thank you for your consideration.

Sincerely,

*Colleen Fahy-Box*  
Colleen Fahy-Box  
Commissioner



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

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

Date 5-1-23

CFB/mk  
attachment

# 56700

**Oneida Co. Department Social Services**

**Competing Proposal \_\_\_\_\_**

**Only Respondent \_\_\_\_\_**

**Sole Source RFP \_\_\_\_\_**

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

**Name of Proposing Organization:** Steuben County Department of Social Services  
3 East Pulteney Square  
Bath, New York 14810

**Title of Activity or Services:** Non-Secure Detention

**Proposed Dates of Operations:** July 6, 2022 through December 31, 2023

**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 is via a contract with Berkshire Farm Center and Services for Youth, and is certified by the New York State Office of Children and Family Services. The Contractor will reserve and provide the Department with 1 bed for youth in need of Non-Secure Detention Services to be utilized by Oneida County youth. The Department also has the ability to utilize un-reserved beds if needed, upon availability.

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

This contract provides for the temporary placement of youth who are remanded by Family Court based on PINS or a JD petition, or those placed by a Peace Officer until a permanent placement is determined. Eligible youth must be males or females between the ages of 7 and 17 and must be referred for Detention Services pursuant to Article 3 of the Family Court Act.

**3). Program Design and Staffing Level -** A Non-Secure facility that provides 24-hour supervision and care.

**Total Funding Requested:** \$ 655.00 per bed/per day for reserved bed  
\$ 855.00 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 \$): \$355,665**

- **State** 49 % \$ 174,275.85
- **County** 51 % \$ 181,389.15

**Cost Per Client Served:**

**Past performance Served:**

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

## AGREEMENT

**THIS AGREEMENT**, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, through the Social Services division of its Department of Family and Community Services, having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 (hereinafter collectively called the “County”), and Steuben County, a municipal corporation organized and existing under the laws of the State of New York, through its Department of Social Services, having its principal place of business at 3 East Pulteney Square, Bath, New York 14810 (hereinafter called the “Contractor”). All parties to the Agreement shall be individually known as a “Party,” and collectively as the “Parties.”

## WITNESSETH

**WHEREAS**, the County has the responsibility for care and custody of certain youth who are subjects of judicial proceedings as Juvenile Delinquents (J.D.) who are remanded to Non-Secure Detention (NSD) prior to, during, and immediately after judicial proceedings; and

**WHEREAS**, the County desires to reserve one (1) bed and accompanying services in the Contractor’s NSD program; and

**WHEREAS**, the Contractor administers and manages the NSD program via a contract with Berkshire Farm Center and Services for Youth at its NSD facility located 6983 County Road 113, Bath, New York; and

**WHEREAS**, the New York State Office of Children and Family Services has and will certify said NSD program; and

**WHEREAS**, the County and the Contractor each desire to enter into an agreement for the provision of the NSD program services to the County on the terms and conditions set forth herein;

### **NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

#### I. TERM OF AGREEMENT

The term of this Agreement shall be from July 6, 2022 through December 31, 2023.

#### II. SCOPE OF SERVICES

1. The Contractor shall operate a co-ed facility from the Contractor’s 6983 County Road 113, location in Bath, New York. The Contractor shall reserve and provide the County with one (1) bed to be used by Oneida County youth in need of NSD services. **See attached Scope of Services**

2. A youth may only be admitted to the NSD program if remanded by Family Court, pursuant to Article 3 of the Family Court Act.
3. The Oneida County Sheriff's Office shall transport each youth to and from the NSD facility for attendance at court proceedings when the Sheriff's Office is available to do so. In the event that the Sheriff's Office is not available to transport the youth to and from the NSD facility for attendance at court proceedings, the County shall contact the Contractor to request its assistance. The Contractor shall make every effort to respond to this need as soon as possible.
4. The Contractor shall provide crisis intervention, admissions, and related services.

### III. CONTRACTOR RESPONSIBILITIES

1. The Contractor shall operate the NSD program in compliance with the applicable provisions set forth in Part 180 of the New York State Office of Children and Family Services Juvenile Detention Facilities Regulations.
2. The Contractor acknowledges that it is familiar with and has a copy of all rules and regulations of New York State pertaining to Contractor Shelters and Foster Boarding Homes, as well as the operation of Non-Secure Family Foster Care. The Contractor shall comply with all such rules and regulations required by New York State, including all amendments and additions thereto.
3. The Contractor represents that the NSD program complies with all federal, state and local laws, rules, regulations and ordinances, including but not limited to the Labor Law, Workers' Compensation Law, the Social Security Law, the New York State Civil Rights Law, Civil Rights Act of 1964 (including implementing regulations issued by United States Department of Justice and the Law Enforcement Assistance Administration).
4. The Contractor shall appropriately train and supervise all NSD program staff in its employ.
5. The Contractor shall maintain books, records and necessary supporting documents as required by Section 372 of the Social Services Law. The Contractor shall use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under the Agreement. The financial and statistical records shall be subject at all reasonable times to inspection, review, or audit authorized by the County and State governments.

### IV. PAYMENT

1. The County shall pay the Contractor at the following rates for NSD program services:
  - a. The cost of reserving one (1) bed for one (1) day is called the "Contract County Per Diem Rate." The "Contract County Per Diem Rate" for the Agreement term shall be six hundred fifty-five dollars (\$655.00).

- b. The County agrees to pay the Contract County Per Diem Rate of six hundred fifty-five dollars (\$655.00) for one (1) reserved bed for the term of this Agreement ("Reserved Bed"). The total cost for the Reserved Bed shall not exceed three hundred fifty-five thousand six hundred sixty-five dollars (\$355,665.00).
- c. If the County needs more than its Reserved Bed for a particular day, and said beds are available, this "Excess Utilization" shall be billed to the County at a daily rate of eight hundred fifty-five dollars (\$855.00) per additional bed per day for each calendar day in which the County's need exceeds the Reserved Bed. The "Excess Utilization" cost is in addition to the payment for Reserved Bed.

2. The County shall pay the Contractor for NSD program services on a monthly basis upon submission of a County voucher with all necessary supporting documentation attached showing actual expenses.

#### V. SPECIAL CIRCUMSTANCES

The County's need for the Reserved Bed shall take priority over another county's "Excess Utilization." Therefore, if the County needs the Reserved Bed that is being used by another county's youth, the Contractor shall make alternate arrangements for that youth so the County may use the Reserved Bed.

#### VI. PERFORMANCE OF SERVICES

1. The Contractor represents that it is duly licensed and has the qualifications, the specialized skill(s), the experience, and the ability to properly perform the services. The Contractor shall use its best efforts to perform the services such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the method, details, and means of performing the services, except where Federal, State or local laws and regulations impose specific requirements on performance of same.
2. The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the 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, and in compliance with all applicable Federal, State, or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.
3. 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 prior written authorization of the County.

## VII. INDEPENDENT CONTRACTOR STATUS

1. The Parties agree that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants shall conduct themselves in accordance with such status, and that they shall neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they shall 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. The Contractor acknowledges and agrees that its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.
3. The Contractor's Assistants shall not be eligible for compensation from the County due to illness, absence due to normal vacation, or absence due to attendance at school or special training or a professional convention or meeting.
4. The Contractor shall be solely responsible for all applicable taxes for all compensation paid to the Contractor and its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' 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, workers' compensation, disability insurance or social security insurance (FICA).

## 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 \$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 by 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 insureds. Coverage for these additional insureds shall include completed operations.
    - iii. Abuse and Molestation coverage shall 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. Business Automobile Liability (BAL)
    - i. BAL coverage with limits of at least \$1,000,000 each accident.
    - ii. BAL coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
    - iii. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.
  - d. Commercial Umbrella
    - i. Umbrella limits must be at least \$5,000,000.
    - ii. Umbrella coverage shall include as additional insureds all entities that are additional insureds on the CGL.
    - iii. 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 insureds.
  - e. Workers' Compensation and Employer's Liability

i. Statutory limits apply.

2. Waiver of Subrogation: The 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 CGL, Professional Liability, BAL, Umbrella Liability, or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

3. Certificates of Insurance: Prior to the start of services, the Contractor shall provide certificates 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 CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies shall not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County.

4. Indemnification: The Contractor shall at all times defend, indemnify, and hold the County and its officers and employees harmless and free and clear of any and all liability arising from any act or omission, or commission by the Contractor, its officers or employees with respect to this Agreement and any of the terms thereof. The liability of the Contractor under this Agreement is absolute and not dependent upon any question of negligence on its part.

The County shall at all times defend, indemnify, and hold the Contractor and its officers Employees harmless and free and clear of any and all liability arising from any act or omission, or commission by the County, its officers or employees with respect to this Agreement and any of the terms thereof. The liability of the County under this Agreement is absolute and not dependent upon any question of negligence on its part.

#### VIX. CONFIDENTIALITY

Information relating to individuals who may receive services pursuant to this Agreement shall be confidential and maintained and used only for the purposes intended under this Agreement, in accordance with any applicable State or Federal laws, rules and regulations. The Parties covenant and certify that they shall comply with all aspects with the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Privacy Rule and the HIPAA Security Rule with respect to the Protected Health Information ("PHI") of clients.

#### X. TERMINATION OF AGREEMENT

This Agreement may be terminated with a thirty (30) day written notice by either Party.

#### XI. MISCELLANEOUS PROVISIONS

1. This Agreement shall be binding upon both Parties when fully signed and executed and upon

approval of the appropriate legislative bodies where required.

2. 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.

3. 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, it in the United States District Court for the Northern District of New York. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

## XII. 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.

## XIII. 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 cancel and supersede 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.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first below written.

ONEIDA COUNTY

\_\_\_\_\_  
Anthony J. Picente, Jr., County Executive  
*Colleen Fahy-Box*  
\_\_\_\_\_  
Colleen Fahy-Box, Commissioner of Social Services

\_\_\_\_\_  
Date  
*4/27/23*  
\_\_\_\_\_  
Date

Approved: \_\_\_\_\_  
Maryangela Scalzo, Deputy County Attorney-Health and Human Services

STEUBEN COUNTY

*KAM*  
\_\_\_\_\_  
Kathryn A. Muller, Commissioner of Social Services

*4/21/2023*  
\_\_\_\_\_  
Date

Approved: *Jessica M. Peaslee*  
\_\_\_\_\_  
Jessica M. Peaslee, Commissioner's Counsel

## **Appendix "D"**

### **Scope of Work**

1. Steuben County Department of Social Services ("Steuben County") agrees to provide one contracted bed for Non-Secure Detention Services ("NSD Services") via a contract with **BERKSHIRE FARM CENTER AND SERVICES FOR YOUTH** to Oneida County ("Oneida County") 24-hours a day, 7 days a week during the time period July 6, 2022 through July 5, 2023. Additional beds will be based on availability.
2. Oneida County agrees that it shall be responsible for the following for all alleged juvenile delinquents and persons in need of supervision held for, or at the discretion of, the Oneida County Family Court:
  - A. Daily rate charge for bed as noted in Section IV of this contract, and
  - B. Transportation, exclusive of programmed activities at the facility, and
  - C. All medical expenses, other than the admission physical, shall be the direct financial responsibility of Oneida County unless a copy (front & back) of a valid insurance or Medicaid card is provided to the Steuben County Detention Center ("Detention Center") within 24 hours of admittance, and
  - D. Additional cost incurred as a result of required 1 on 1 services rendered.
3. **Admission Criteria**
  - A. Youth must be referred for NSD Services pursuant to Articles 3 of the Family Court Act.
  - B. Eligible youth must be males or females between the ages of 12 and 17 who have been petitioned into Family Court pursuant to Article 3 of the Family Court Act and who have been remanded by a Judge into the Detention Center.
  - C. Information regarding the reasons for detaining the youth must be provided to the Detention Center staff prior to admission. (FULL CHILD HISTORY TO BE SHARED AT INTAKE BY ONEIDA COUNTY)
  - D. YOUTH TO BE SCREENED FOR ADMITTANCE BY DETENTION CENTER STAFF. Steuben County reserves the right to reject at referral or intake any youth under the following conditions:
    1. When a referred youth has committed a serious act such as rape, murder, arson, assault with serious injury, or sexual assault.
    2. When a referred youth has a history of fire setting and does not have a recent fire setting risk assessment that states the youth is at low risk of future fire setting behaviors.
    3. When a referred youth is currently actively involved in detoxification from opiates.
    4. When a referred youth is diagnosed with a medical or mental health condition which prevents the youth from being safely supervised and cared for in a Non-Secure Detention setting.

5. When a referred youth is, at the time of referral, currently shows signs of suicidal or homicidal ideation.
- E. PROPER MEDICAL INSURANCE OR MEDICAID VERFICATION ALONG WITH MEDICAL HISTORY TO BE PROVIDED AT TIME OF ADMISSION.
- F. Pursuant to §320.5(3)(b) of the Family Court Act the DRAI score must be provided at the time of admission with documentation identifying the score to be provided forthwith

#### 4. Detention Services

- A. Provide comprehensive residential NSD Services in a supervised living arrangement for youth involved with the Family Court process.
- B. Oneida County youth shall be afforded all available services as detailed in the current Detention agreement between the Steuben County Department of Social Services and **BERKSHIRE FARM CENTER AND SERVICES FOR YOUTH** The available services include participation in an educational program as well as a behavioral management program. Youth shall also receive a medical examination, daily living skills education, and a recreational program.
- C. Oneida County staff shall maintain case management responsibilities for youth remanded under the authority of Oneida County Family Court. Transportation and discharge responsibilities for these youth shall remain the responsibility of the placing agency.
- D. Oneida County shall utilize the NSD Services operated by Berkshire Farm Center and Services for Youth for only those youth who are eligible and may be legally admitted to Non-Secure Detention as prescribed by the Family Court Act and/or the Criminal Procedures Law, and the Regulations of the New York State Office of Children and Family Services.
- E. Oneida County shall cooperate with Berkshire Farm Center and Services for Youth to plan the juvenile's timely release from detention.
- F. Oneida County shall provide the documents requested by the Detention Center staff within 48 hours of admission (i.e. court orders).
- G. Oneida County understands and agrees if a reserved bed is needed when a Oneida County youth is utilizing an additional bed not reserved, that youth shall need to be removed by 5:00 PM on the same day to accommodate the reserved county's youth.
- H. Steuben County reserves the right to ask for the immediate removal of a youth currently receiving NSD Services under the following conditions:
  1. When the youth's behavior, after the program has exhausted all approved de-escalation techniques, continues to be a danger to themselves or other youth in the household. Examples of this type of behavior are, but are not limited to; excessive AWOL attempts, physical or sexual assaults on other youth in the program, repeated destruction of facility or agency property, and being physically assaultive towards agency staff.

2. When a youth's action exacerbates their medical or mental health conditions that prevent them from being safely cared for. Some examples of these actions could be, but are not limited to; refusing to take prescribed medication, refusal to attend any scheduled evaluation or appointments, intentionally seeking to harm themselves through action or inaction with regards to their mental or physical health.

In the event a disruption of detention placement occurs Oneida County shall be responsible to remove the youth within 24 (twenty-four) hours of the request by Detention Center staff. Oneida County shall be responsible for providing staffing and transportation for such move. Oneida County shall be responsible for re-placement of youth.



Anthony J. Picente, Jr.  
County Executive



Colleen Fahy-Box  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES**  
**COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501**  
**PHONE: 315-798-5260 ~ FAX: 315-793-6044**

April 20, 2023

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

FN 20 23-173

Re: YWCA of the Mohawk Valley

HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear Mr. Picente:

I am submitting for your review and approval a Purchase of Service Agreement between the Oneida County Department of Family and Community Services and YWCA of the Mohawk Valley for the provision of a Domestic Violence/Child Protective Advocate.

The Domestic Violence/Child Protective Advocate will work with families in Oneida County in which domestic violence poses a risk to the physical/emotional well-being of children. Collaboration between Child Protective and Domestic Violence staff on the initial report of domestic violence will better ensure that victims of domestic violence have access to services that provide options to safely care for and protect themselves and their children such as supportive counseling, safety planning, and shelter placement.

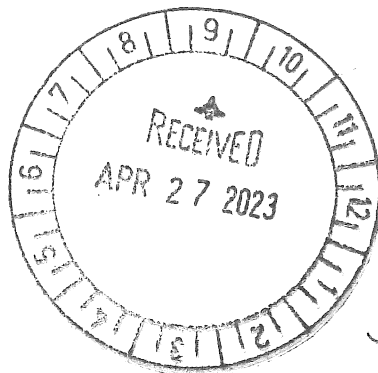
The term of this agreement is January 1, 2023 through December 31, 2023. The cost of this agreement will not exceed \$50,031.00 for the duration of the agreement and there is no associated local cost to support this initiative.

I respectfully request the approval of this agreement between Oneida County Department of Social Services and YWCA of the Mohawk Valley. Thank you for your consideration.

Sincerely,

*Colleen Fahy-Box*  
Colleen Fahy-Box  
Commissioner

CFB/vlc  
attachment



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by  
*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive  
Date 4-27-23

# 17906

Oneida Co. Department Social Services

Competing Proposal \_\_\_\_\_

Only Respondent \_\_\_\_\_

Sole Source RFP \_\_\_\_\_

Other X

**ONEIDA COUNTY BOARD OF  
LEGISLATORS SUMMARY**

**Name of Proposing Organization:** YWCA of the Mohawk Valley  
1000 Cornelia Street  
Utica, New York 13501

**Title of Activity or Services:** Domestic Violence/Child Protective Services Advocate

**Proposed Dates of Operation:** January 1, 2023 through December 31, 2023

**Client Population/Number to be Served:** Domestic Violence/Child Protective Services Cases

**SUMMARY STATEMENTS**

- 1) **Narrative Description of Proposed Services** - The YWCA Child Domestic Violence/Abuse Project will ensure that victims of domestic violence have access to services that provide options for safety and will enable individuals and families to care for and protect themselves and their children. This collaborative project is committed to protecting children in households where domestic violence poses a risk to the physical/emotional well-being of the children. Children living in a home where there is domestic violence are at risk of being abused, being neglected, and/or suffering lifelong trauma.
- 2) **Program/Service Objectives and Outcomes** - The Child Domestic Violence/Abuse Project will work with families in Oneida County in which domestic violence poses a risk to the well-being of the children. Collaboration between Child Protective and Domestic Violence staff on the initial report of domestic violence in a family will better insure the quicker provision of critically beneficial services such as supportive counseling, safety planning, and shelter placement.
- 3) **Program Design and Staffing Level** - 1 Domestic Violence/Child Protective Service Advocate

**Total Funding Requested:** \$50,031.00

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

**Mandated Service: Yes**

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

Federal	100.0 %	= \$	50,031.00
State	0.0 %	= \$	0.00
Local	0.0 %	= \$	0.00

**Cost Per Client Served:**

**Past performance Served:** The department has contracted with this provider for this service since 2001. This contract is funded 100% by New York State.

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

AGREEMENT

THIS AGREEMENT (hereinafter, called the "Agreement"), made and entered into by and between Oneida County (hereinafter, called the "County"), a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business at 800 Park Avenue, Utica, New York 13501, through its Department of Family and Community Services (hereinafter, called "DFCS") and the Y.W.C.A. of the Mohawk Valley, a domestic not-for-profit corporation existing under the laws of the State of New York, with its principal place of business at 1000 Cornelia Street, Utica, New York 13501 (hereinafter, called the "Contractor"). All parties to the Agreement shall collectively be known as the "Parties."

WITNESSETH

WHEREAS, the County and the Contractor have a collaboration called the Child Domestic Violence/Abuse Project (hereinafter, the "Project") wherein domestic violence victims and their families have expedited access to supportive counseling, safety planning, and shelter placement; and

WHEREAS the Project combines domestic violence services and a Domestic Violence/Child Protective Services Advocate (hereinafter, called the "Advocate," the Advocate and domestic violence services shall be collectively called the "Services") to reduce incidents of domestic violence; and

WHEREAS, the Contractor has the experience and staff to provide the Services and assist the victims of domestic violence to access the programs and Services which allow for the safe care and protection of themselves and their children;

NOW, THEREFORE, the Parties hereto agree as follows:

I. TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall commence on January 1, 2023 and shall terminate on December 31, 2023.
- B. This Agreement may be terminated upon a thirty (30) day written notice by either party.

II. PROJECT DESCRIPTION AND SCOPE OF SERVICES

- A. The Project shall identify families in Oneida County for whom domestic violence presents a risk to the emotional and physical well-being of the children in the home.
- B. The Contractor shall ensure that victims of domestic violence have access to programs and services that provide options to safely care for and protect themselves and their children. The Contractor shall provide the following as part of the Services, free of charge, for all victims of domestic violence, regardless of age, sex, and race:
  - 1. One-on-one crisis intervention;
  - 2. Short-term counseling;
  - 3. Safety awareness and safety planning;
  - 4. Twenty-four (24) hour emergency shelter;
  - 5. Twenty-four (24) hour hotline;

6. Housing assistance;
7. DSS assistance;
8. Support groups;
9. Support with the Family Court and Criminal Court processes, including information, and attendance at court appearances with the victim; and
10. Referrals to outside agencies, as necessary.

C. The Contractor shall provide one (1) qualified advocate (the “Advocate”) who shall be co-located between the Child Protective Offices in Utica and Rome for a total of five (5) days per week, seven (7) hours per day.

D. The County shall provide a work site at each of its two (2) Child Protective Office locations for the Advocate.

E. The Advocate shall respond with Child Protective Services (CPS) workers whenever there is a CPS allegation involving domestic violence in the home. The Contractor shall not charge the County for home visits conducted by the Advocate outside of the workday: the Contractor provides these services without charge.

F. The Contractor’s staff, including the Advocate, Crisis Services Non-Residential Director, Assistant Director of Non-Residential Services, and the Executive Director, shall collaborate with the identified DFCS personnel on developing protocols and policies for identifying, assessing, and referring victims of domestic violence; communicating and agreeing on what case information can be shared for joint casework and case planning; and making ongoing assessments and modifications to said protocols and policies.

G. The Contractor’s Assistant Director(s) of Non-Residential Services shall develop curriculum for the cross-training of the County’s CPS staff, and training for the County’s Preventive Services staff on an annual basis.

H. The County shall train the Advocate in the procedures used by DFCS so the Advocate has a better understanding of how DFCS works.

I. The Contractor shall complete Quarterly Contract Evaluations as required by the County.

J. The County shall screen each family who is experiencing domestic violence to determine eligibility for Temporary Assistance to Needy Families (TANF).

K. The Contractor shall complete statistical data as needed by the County and New York State to meet the reporting requirements of the TANF Service Plan.

### III. PERFORMANCE OF SERVICES

A. The Contractor represents that the Contractor is duly licensed 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.

#### IV. EXPECTED PROJECT OUTCOMES

A. The Contractor shall work to obtain the following Project goals and objectives:

1. **Outcome No. 1:** Improve casework practices in cases where domestic violence and child abuse co-exist in families by developing protocols/policies for identifying, assessing, and referring cases; communicating and agreeing upon what case information shall be shared; joint casework and case planning.

a. Performance Target No.1

i. Baseline: It is expected that the Advocate will receive approximately 662 referrals based on local data.

ii. Target/Measurement: Of these approximate 662 referrals, 75 percent, or 496 cases, shall receive Services per written protocol and policies, including one (1) face-to-face contact by the Advocate. In limited circumstances, if the Advocate is unable to make immediate face-to-face contact, the Advocate shall make telephone contact and shall follow-up with face-to-face contact as soon as practicable.

iii. Target/Measurement: Of these 496 contacts, the Advocate shall engage 20 percent, or 98, of the individuals or families in ongoing Services.

iv. Verification: The Contractor and the County shall maintain statistical data that tracks the number of referrals made to the Advocate, the number of contacts completed by the Advocate in face-to-face and telephone contacts, and the number of the referred individuals who accepted ongoing Services. Outcomes may also be assessed based on review of the referral forms, case notes, and documentation found in case record.

2. **Outcome No. 2:** Improve safety for families experiencing both domestic violence and child abuse through cross-training of CPS staff and the Contractor's staff to better understand each other's mandates, guiding principles, philosophies, roles, responsibilities, resources, and limitations.

a. Performance Target No. 2

i. Baseline: All DFCS staff and all of the Contractor's staff shall be cross-trained regarding each entity's role.

ii. Target/Measurement: The Contractor shall provide cross-training as agreed upon between the County and the Contractor, but at a minimum of one (1) training per year.

iii. Verification: At each training there shall be a staff sign-in sheet, pre-training test, post-training test, certificate of completion, and a notification of attendance

that shall be provided to the appropriate supervisor.

iv. All CPS staff who have not previously attended this cross-training shall attend one of the sessions listed below, or other session that may be scheduled:

*YWCA Domestic Violence Program training (dates to be scheduled):*

Training:

Victim Risk Assessment webinar

Cultural Competency webinar

National Center on Domestic Violence, Trauma & Mental Health webinar

v. Percentage Goal: Train 90% of all staff

## V. REIMBURSEMENT

A. The County shall reimburse the Contractor as follows:

1. The per diem rate of reimbursement shall be \$192.43, based on seven (7) Service hours per day and 260 days per calendar year.
2. If Service hours fall below seven (7) hours on any billable day, reimbursement shall be prorated at an hourly rate of \$27.49 and shall equal the actual number of hours of Service provided.
3. Reimbursement under this Agreement shall not exceed \$50,031.00.
4. The County shall reimburse the Contractor monthly, as detailed above, upon submission of an Oneida County voucher and data necessary to allow the County to determine number of Service hours provided and measure expected outcomes as specified in Section IV, above.

B. The Contractor is solely responsible for paying the business expenses related to furnishing the Services described herein. The County shall not reimburse the Contractor for the cost of travel, equipment, tools, office space, support services, or other general operating expenses.

## VI. INDEPENDENT CONTRACTOR STATUS

A. The Parties agree that the relationship of the Contractor to the County shall be that of an Independent Contractor. The Contractor's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its employees shall conduct themselves in accordance with such status, that they shall neither hold themselves out as, nor claim to be, officers or employees of the County and that they shall not 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 public

as a regular course of business. The Parties 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's employees shall not be eligible for compensation from the County due to illness, absence due to normal vacation, or absence due to attendance at school or special training or a professional convention or meeting.

D. The Contractor shall be solely responsible for applicable taxes for all compensation paid to the Contractor under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, including payroll deductions, workers' 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, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance prior to execution of this Agreement.

E. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County because of the County not making such payments or withholdings.

F. If the Internal Revenue Service, the Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, both Parties 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.

G. The Contractor shall comply with federal and state laws as supplemented in the Department of Labor regulations and any other federal and state regulations dealing with employment and Civil Rights requirements.

## VII. TRAINING

The Contractor shall not be required to attend or undergo any training by the County, except for those specialized trainings related to provision of the Project as detailed above, which shall be requested, approved, and funded by the County. The 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 detailed herein that shall be paid for directly by the County.

## VIII. 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.

1. 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. Oneida County, and all other parties required by 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 insureds. Coverage for these additional insureds shall include completed operations.

c. Abuse and molestation coverage must be included.

2. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.

3. Business Automobile Liability

a. Business Automobile Liability with limits of at least \$1,000,000 each accident.

b. Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.

c. Oneida County shall be included as an additional insured on the Business Automobile Liability policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

4. Commercial Umbrella

a. Commercial Umbrella limits must be at least \$5,000,000.

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 insureds.

5. Workers' Compensation and Employer's Liability

Statutory limits apply.

B. Waiver of Subrogation: The Contractor waives all rights against Oneida County and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by CGL, Professional Liability, Business Automobile Liability, Commercial Umbrella Liability, Workers' Compensation, and Employer's Liability insurance maintained per the requirements stated above.

C. Certificates of Insurance: Prior to the commencement of Services, the Contractor shall provide certificates 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 CGL 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 shall defend, indemnify, and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, 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 the Contractor and its 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 or failure on the part of the Contractor to comply with any of the covenants, terms or conditions of this Agreement.

#### IX. COMPLIANCE WITH LAW

All information contained in the 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 NYCRR Part 357.5 and 423.7, and the applicable federal laws and any regulations promulgated thereunder, and shall not be disclosed except as authorized by law.

#### X. ENTIRE AGREEMENT

The terms of this Agreement, including any attachments, amendments, addenda, or appendices attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alteration, or modification of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

#### XI. 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 the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written below.

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

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

Approved: \_\_\_\_\_  
Maryangela Scalzo, Deputy County Attorney

Date: 4/24/23

Oneida County Department of Social Services: \_\_\_\_\_  
*Colleen Fahy-Box*  
Colleen Fahy-Box Commissioner

Date: 4/20/23

YWCA of the Mohawk Valley: \_\_\_\_\_  
*Dianne Stancato*  
Dianne Stancato, Chief Executive Officer

APPENDIX A  
NEW YORK STATE CONDITIONS

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 fifty 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 ensure 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 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.

## APPENDIXB

### STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY 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 local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants 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:
  1. By certified or registered United States mail, return receipt requested;
  2. By facsimile transmission;
  3. By personal delivery;
  4. By expedited delivery service; or
  5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from 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 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.
- 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 provided 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 (3) 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 AGREEMENT, 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 AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
  - 1. 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 AGREEMENT. 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.
  - 2. 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
  - 3. 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 this 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 this 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 herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT 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 (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. 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:

1. 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.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. 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 AGREEMENT for a period often (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 (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) 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 AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
  1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
  2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
  3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
  4. 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.
  5. 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
  6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
  7. 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, the Department may require as a condition precedent to entering into this AGREEMENT 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 AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, 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 AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the 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/we\\_db\\_exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/we_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 Department'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 Oneida 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 OF 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 local 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, the Department will require a database check of the Statewide 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 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. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor agree 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 subcontractor 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 Contractor's, or its subcontractor'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 any of the Contractor's 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 Family and  
Community 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 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 AGREEMENT period or deem this AGREEMENT 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 this AGREEMENT. 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 AGREEMENT 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. If the Department should determine that the Contractor 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:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this 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 this 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 the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. 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 time-frame;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. 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;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. 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 time-frame within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the time-frame 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 time-frames 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 the 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 insurance 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 the 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 this AGREEMENT, 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 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.

- 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 this AGREEMENT are at the discretion of the Department, which shall supply written notice of such renewal or termination within thirty (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 Department. 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.

YWCA OF THE MOHAWK VALLEY  
NAME OF CONTRACTED AGENCY

DIANNE STANCATO, CHIEF EXECUTIVE OFFICER  
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

  
SIGNATURE

4/20/23  
DATE

**Oneida County Department of Social Services  
Contractor and Contract Staff**

**Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of YWCA OF THE MOHAWK VALLEY, (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: DIANNE STANCATO

Signature: 

Title: CHIEF EXECUTIVE OFFICER

Date: 4/20/23

Witness: 

**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

THIS ADDENDUM, entered into on this \_\_ day of \_\_\_\_\_, 20 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.

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

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

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

3. CERTIFICATIONS 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.
  11. 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.
  111. 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 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 or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, 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;

11. 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 ongoing 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), above;

D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and 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 paragraph (D)(2), above, 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), above.

11. 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 that are individuals, 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
11. 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;
  11. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  111. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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

11. 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;

11. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

111. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. 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;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. 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

- 1x. 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 permanently 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;
  11. 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
  111. 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 I09 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 any 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 I 09-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 of the Labor Law, 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 monies 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 of the Labor Law, 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 Articles, 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 certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its 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; and (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 knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (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. 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 pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) 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. (ii) 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 acquired 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 sole 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 for 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 sole responsibility of the Contractor to establish 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 made 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 requested to be made or has been 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 to 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 or Contractor, or any person signing on behalf of any bidder or 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

(hereinafter "**OGS**") website, that to the best of its knowledge and belief, that each bidder or 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 or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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 or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  11. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

1. Upon all real property owned or leased by the County of Oneida;  
and

11. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAWS 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Anthony J. Picente Jr.  
County Executive

Colleen Fahy-Box  
Commissioner



**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES**

Contract Administration, 4<sup>th</sup> Floor  
County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5073 Fax (315) 793-6044

April 19, 2023

FN 20 23-184

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 Renewal and Amendment of a Purchase of Services Agreement for review and approval by the Board of Legislators.

The enclosed Renewal and Amendment with Integrated Community Alternatives Network, Inc. is for the operation of Intensive Case Management, an integrated service delivery system based on wrap-around care principles.

The service will be provided as a care management system for youth and families presenting to the child welfare system. This program's expertise is working with youth and their families experiencing the impact of significant mental health or behavioral issues that put the youth at risk of placement. The children placed in this program are assessed and begin to receive the appropriate level of community-based services. The goals are to divert out-of-home placements, shorten the length of stay of placements, and significantly improve child and family functioning.

This Renewal and Amendment is the final term for this service, which commences on April 1, 2023 and continues through March 31, 2025. The maximum cost for services provided under this Renewal Agreement shall not exceed \$ 6,862,320.00, with a local cost of 27.18 % or \$ 1,865,178.58.

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

Thank you for your consideration.

Sincerely,

*Colleen Fahy-Box*  
Colleen Fahy-Box  
Commissioner



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

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

Date 4-27-23

CFB/vlc  
attachment

# 23801

**Oneida Co. Department Social Services**

**Competing Proposal  X**

**Only Respondent \_\_\_\_\_**

**Sole Source RFP \_\_\_\_\_**

**Oneida County Board of Legislators**

**Contract Summary**

**Name of Proposing Organization:** Integrated Community Alternatives Network, Inc.  
310 Main Street  
Utica, New York 13501

**Title of Activity or Services:** Intensive Kids Oneida

**Proposed Dates of Operations:** April 1, 2023 – March 31, 2025

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

Youth and families presenting to the child welfare system who exhibit significant mental health or behavioral issues impacting their ability to reside in the community.

135 Children (Maximum at any given time)

**SUMMARY STATEMENTS**

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

The Contractor will provide an Integrated Service delivery system based upon wrap-around care principals. The system would operate as a capitated, care management system for clientele referred through the Department.

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

- **Outcome # 1:** All children (which include siblings of the identified child who reside in the household) will be continually assessed, and as appropriate, referred to community-based services; caretakers will demonstrate an increased knowledge and understanding of mental illness, the impact of trauma on behavior and functioning, and develop the appropriate skills to successfully maintain children with mental health needs or behavioral needs to reside successfully in their homes and community.
- **Performance:** All children (which include siblings of the identified child who reside in the household) and caretakers will jointly develop a Family Assessment Service Plan (FASP) that specifically addresses the needs of the family through linkages with community-based services.
- **Measurement:** 80% of the 135 children enrolled in the program will remain in their family/caretakers' home

- Measurement: 80% of the 135 children enrolled in the program will be successfully integrated in the home and in community activities that reinforce individuals and family stability,
- Outcome # 2: All children enrolled in the program will experience a decreased number of out-of-home placements and care days in mental health facilities or Department of Social Services residential/treatment agencies as compared to previous years.
- Performance: All children entering out of home placement will return home within a 60-day timeframe. Measurement: 80% of children enrolled in the program, recently returned from out- of-home care, will receive their education from their home school on a full-time basis. Youth placed in alternative educational settings will be returned to their home school within a 90 day timeframe.

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

See number one (1)

**Total Funding Requested:** Maximum amount \$ 3,397,140.00 in year one  
Maximum amount \$ 3,465,180.00 in year two

Total: \$ 6,862,320.00

**Oneida County Dept. Funding Recommendation:** Account # A6119.495

**Mandated or Non-mandated:** Preventive services are mandated

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

<b>Federal</b>	38.39 %	\$ 2,634,444.65
<b>State</b>	34.43 %	\$ 2,362,696.78
<b>County</b>	27.18 %	\$ 1,865,178.58

**Cost Per Client Served:** \$ 2,097.00 per month per child for year one of the agreement  
\$ 2,139.00 per month per child for year two of the agreement

A separate rate is available for the provision of services to a sibling of the identified child in the program who requires a level of service beyond regular case planning and/or involvement in family support or treatment services, i.e. for the provision of extreme services such as multiple placements which would be referred by the Department. Service will be billed per sibling at a monthly rate of \$115.00 for the term of April 1, 2023, through March 31, 2024, \$120.00 for the term of April 1, 2024 through March 31, 2025.

**Past performance Served:** The Department has contracted with this provider for this service since 1998. This contract went out for RFP in 2019 and ICAN was the sole responder.

**O.C. Department Staff Comments:** The contractor bears the institutional costs of children that become institutionalized while under care rather than Oneida County. In these cases the contractor provides additional resources to the children and families in an effort to benefit the children and families and to shorten institutional stays.



**THIS RENEWAL AND AMENDMENT**, by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business at 800 Park Avenue, Utica, New York 13501 (hereinafter called the “County”), through its Department of Social Services (hereinafter called the “Department”), and Integrated Community Alternatives Network, Inc., a not-for-profit corporation, as defined in Section 102 (a) (5) of the New York Not-For-Profit Corporation Law, having its principal office at 310 Main Street, Utica, New York 13501 (hereinafter called the “Contractor”).

**WITNESSETH:**

**WHEREAS**, the County and the Contractor entered into an agreement whereby the Contractor provides Intensive Case Management Services, an integrated service delivery system based on wrap-around care principles for youth and families presenting to the child welfare system who are at risk of out of home placement, hereinafter referred to as the “Original Agreement” (County contract number 99038), a copy of which is attached hereto as Exhibit “A;” and

**WHEREAS**, the County wishes to renew the Original Agreement through March 31, 2025, and the Contractor is willing and able to continue to provide the services; and

**WHEREAS**, the County desires to modify the terms of the Original Agreement related to the vouchering and reimbursement process in order to comply with New York State requirements, and the Contractor has consented to such change; and

**WHEREAS**, the parties are desirous of an agreement to renew and amend to the Original Agreement regarding the following provisions.

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

1. The Original Agreement shall be renewed for a final term commencing on April 1, 2023 and ending March 31, 2025 under the terms and conditions of

the Original Agreement as Amended herein, and reimbursed pursuant to Section 2 below.

2. For the final renewal term of April 1, 2023 through March 31, 2025, the following reimbursement terms shall apply:

Services will be billed on a per slot basis as follows: The Contractor will service a maximum of 135 slots at any given time. For the term of April 1, 2023 through March 31, 2024 the County will reimburse the Contractor \$2,097.00 per utilized slot per month. For the term of April 1, 2024 through March 31, 2025 the Department will reimburse the Contractor \$2,139.00 per utilized slot per month. If a slot is filled at least 21 days per month the contract will receive the full monthly rate. If a slot is utilized less than 21 days in a month that slot will be prorated to a daily rate.

A separate rate is available for the provision of services to a sibling of the identified child in the program who requires a level of service beyond regular case planning and/or involvement in family support or treatment services, i.e. for the provision of extreme services such as multiple placements which would be referred by the Department. Service will be billed per sibling at a monthly rate of \$115.00 for the term of April 1, 2023 through March 31, 2024, \$120.00 for the term of April 1, 2024 through March 31, 2025.

The maximum amount allowed for the period of April 1, 2023- March 31, 2024 for this service is \$3,397,140.00. The maximum amount allowed for year two (2) for this service is \$3,465,180.00. It is expressly understood that this rate shall be an all-inclusive amount for the enrolled child and involved Family members. The maximum children at any given time shall be 135. The total maximum reimbursement to Contractor for the term of this Agreement shall not exceed \$6,862,320.00.

3. Effective April 1, 2020, Section V of the Original Agreement, titled "Reimbursement and Service Fees," shall be amended to read as follows:

The County shall reimburse the Contractor for the provision of Preventive Services in accordance with the claiming procedures and schedule detailed in Section II of Appendix C and consistent with the Contractor's Cost Proposal, which is attached hereto as Appendix D. All reimbursement shall comply with state and federal regulations pertaining to payment for Preventive Services.

4. The Original Agreement is hereby further amended by adding Exhibit B of this Renewal and Amendment, which is the Contractor's Cost Proposal, to the Original Agreement as Appendix D.
5. All other terms of the Original Agreement remain in effect without change or alteration.

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

**IN WITNESS WHEREOF**, the County and the Contractor have signed this Renewal and Amendment on the date written below.

**ONEIDA COUNTY**

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

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

Date: 4/24/23

Colleen Fahy-Box  
\_\_\_\_\_  
Colleen Fahy-Box, Commissioner of Social Services

**INTEGRATED COMMUNITY ALTERNATIVES NETWORK, INC.**

Date: 4/18/23  
[Signature]  
\_\_\_\_\_

Steven Bulger, Executive Director

Approved: \_\_\_\_\_  
Maryangela Scalzo, Deputy County Attorney-Health and Human Services

# 23801

## AGREEMENT

**THIS IS AN AGREEMENT**, by and between ONEIDA COUNTY (hereinafter the County), a municipal corporation organized and existing under the laws of the State of New York, through its DEPARTMENT OF SOCIAL SERVICES (hereinafter collectively called the "Department") having its principal office at 800 Park Avenue, Utica, New York 13501, and Integrated Community Alternatives Network, Inc., a not-for-profit corporation, as defined in Section 102 (a) (5) of the New York Not-For-Profit Corporation Law, having its principal office at 310 Main Street, Utica, New York 13501 (hereinafter called the "Contractor").

### WITNESSETH:

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

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

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

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality Preventive Services in conformance with the Consolidated Services Plan of the County of ONEIDA, Section 409 et sequitur of the Social Services Law, and 18 NYCRR Parts 405 and 423; and

WHEREAS, it is economically and organizationally feasible for the Department to enter into this Agreement with the Contractor for the performance of these Preventive Services;

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

Integrated Community Alternatives Network, Inc. (formerly Kids Oneida, Inc.) # 23801  
Intensive Kids Oneida 4/1/20-3/31/23

## SECTION I: DEFINITIONS

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

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

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

(2) Case Management is defined as the responsibility of the local Department of Social Services to authorize the provision of Preventive Services, to approve the client eligibility determination according to the criteria of 18 NYCRR Part 423.3, and to approve in writing, the service plans as defined in 18 NYCRR Part 423.

(3) Case Planning is defined as assessing the need for, providing or arranging for, coordinating, and evaluating the provision of those Preventive Services needed by a child and his or her Family to prevent disruption of the Family or to help a child in foster care return home sooner. Case Planning shall include, but not be limited to, referring such child and his or her Family to other services as needed, including, but not limited to, educational counseling and training; vocational diagnosis and training; employment counseling; therapeutic and preventive medical care and treatment; health counseling and health maintenance services; vocational rehabilitation; housing services; speech therapy; and legal services. Case Planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Part 430.8 through 430.12 that such services are provided and providing Casework Contact as defined in paragraph (4) of this Agreement. Case planner shall mean the caseworker assigned Case Planning responsibility.

(4) Casework Contacts are defined as:

A. Individual or group face-to-face counseling sessions between the case planner

and the child and/or the child's parent(s), relatives or guardians and constitutes Preventive Services for the purpose of guiding the child and/or the child's parent(s) or guardians towards a course of action agreed to by the child and/or the child's parent(s) or guardians as the best method of attaining personal objectives, or resolving problems or needs of a social, emotional, developmental or economic nature.

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

(5). Clinical Services are defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from Casework Contacts as defined in paragraph (4) of this Agreement.

(6). Day Care Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law,

(7). Day Services to children as defined in 18 NYCRR Part 425.1 shall mean a program offering a combination of services including at least: social services; psychiatric; psychological; education and/or vocational services; and health supervision. Day Services to children shall also include, as appropriate, recreational and Transportation Services, for at least 3, but less than 24 hours a day and at least 4 days per week, excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, such service(s) may be waived.

(8). Emergency Cash or Goods are defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his or her Family in an emergency or acute problem situation in order to avert foster care placement.

(9). Emergency Shelter is defined as providing or arranging for shelter where a child and his or her Family who are in an emergency or acute problem situation need to reside in a site other than their own home in order to avert foster care placement.

(10). Family shall be defined, solely for the purpose of this Agreement, as the child who is at risk of foster care, his or her parent(s), or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Part 430.9(c)(6). Family may also include a child who does not live with his or her parent(s) and needs services to prevent return to foster care.

(11). Family Planning Services as defined in the Consolidated Services Plan of the State

Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(12). Home Management Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(13). Homemaker Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(14). Housekeeper/Chore Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(15). Parent Aide Services are defined as those services provided in the home and community that focus on the need of the parent(s) for instruction and guidance; and are designed to maintain and enhance parental functioning and Family/parent role performance. Techniques may include, but are not limited to, role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

(16). Parent Training is defined as group instruction in parent skills development and the developmental needs of children and adolescents for the purpose of strengthening parental functioning and parent /child relationships in order to avert a disruption in a Family or to help a child in foster care return home sooner than otherwise possible. Parent Training may include child-parent interaction groups formed to enhance relationship and communication skills.

(17). Transportation Services is defined as providing or arranging for transportation of the child and/or his or her Family to and/or from services arranged as part of the child's service plan, except that transportation may not be provided as a Preventive Service for visitation of children in foster care with their parent(s), and may only be provided if such transportation cannot be arranged or provided by the child's Family.

#### SECTION II: TERM OF AGREEMENT

(1). The term of this Agreement shall be from April 1, 2020 through March 31, 2023.

#### SECTION III: SCOPE OF SERVICES

(1). It is mutually agreed between the County and the Contractor that the Contractor shall furnish Preventive Services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423, and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.



(2). The Department shall be responsible for determining the eligibility of persons for Preventive Services to be purchased by the Department. The Department shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.

(3). The Department shall be responsible for Case Management, which shall include authorizing the provision of Preventive Services, approving client eligibility in accordance with 18 NYCRR Section 423.3, and approving child service plans.

(4). The Contractor shall provide Preventive Services in accordance with the program narrative and rates of payment described in Appendix C of this Agreement.

(5). The Contractor and the Department shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.

(6). The Contractor and the Department shall comply with Section 153 of the Social Services Law which requires all social services districts which purchase Preventive Services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(7). The Contractor and the County agree that a determination by the State Department of Social Services to deny reimbursement to the Department for the provision of Preventive Services for a child, pursuant to Sections 153 and 153-a through 153-k of the Social Services Law, shall not relieve the Department or the Contractor from which the Department has purchased Preventive Services, from its statutory or contractual obligations to continue to provide Preventive Services for the child or other children in its care.

(8). Case Planning, along with Casework Contacts, shall be provided by the Contractor in accordance with Appendix C of this Agreement and as required by individual case plans 18 NYCRR Part 428.1 through 428.10.

(9). The Contractor shall review and discuss the service plan with the Department. Any changes in the plan or significant deviation therefrom shall be submitted in a revised plan to the Department prior to the proposed implementation of the change. The Contractor shall implement the change upon receipt of written approval by the Department.

(10). The Contractor shall comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

(11). The Contractor shall maintain program capacity to serve 135 individuals and their families. Upon receiving the appropriate referral from the Department, the Contractor shall follow the established procedures as outlined in enrollment section of the Integrated Community Alternatives Network, Inc. Policy and Procedure Manual. The Contractor shall maintain a no reject or no eject policy. The Contractor shall not discontinue services without plan amendment and Department of Social Services approval.

(12). The Contractor shall devise reporting and assessment forms acceptable to the Department as required by law (NYCRR 428).

(13). The Contractor shall encourage all appropriate parties to be present for the Case Planning/service plan development sessions.

(14). The Contractor shall conduct meetings as requested by the Department.

(15). The Contractor shall see all children and Families both at home and community locations, i.e. school. Visits must include unannounced visits.

(16). The Contractor shall:

- A. Provide linkages to an integrated system of diversions to community-based services; and
- B. Promote the development of community-based services as an alternative to institutionalization.

(17). The Contractor shall prepare and provide any and all monthly reports or statistical data required pursuant to law, rule or regulation by the Department and State Governments pertaining to this Agreement. The Contractor shall provide reports to the Department as requested, monthly and a final statistical report of services provided by the Contractor and all subcontractors under the terms of this Agreement.

#### SECTION IV: FAIR HEARINGS

(1). 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 an application within 30 days of said application. The Department shall also inform applicants for or recipients of Preventive Services how to file a fair hearing request. Whenever an applicant or recipient requests a fair hearing, the State Department of Social Services shall provide such a hearing through its regular fair hearing procedures. The Department shall provide the Contractor with copies of the decision. The Contractor, upon the request of the Department, shall participate in appeals and fair hearings as witnesses for a determination of issues.

#### SECTION V: REIMBURSEMENT AND SERVICE FEES

(1). The County shall reimburse the Contractor for provision of Preventive Services in accordance with the claiming procedures and prescribed schedule of fees, if applicable, as set forth in Appendix C of this Agreement and in accordance with State and Federal regulations pertaining to reimbursement of Preventive Services.

(2). Payments made to the Contractor by the County shall be contingent upon the Contractor submitting a claim form to THE ACCOUNTING DEPARTMENT for the Department of Social Services which has been approved by the Department certifying the satisfactory completion of the Contractor's performance and setting forth the payment to be made.

#### SECTION VI: GENERAL RESPONSIBILITIES OF PARTIES

(1). The governing board of the Contractor shall exercise oversight of its day-to-day affairs and programs. The Contractor shall have the responsibility for day-to-day provision of Preventive Services for each child serviced by it in accordance with this Agreement and with appropriate State Department of Social Services Regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the Department.

(2). The Contractor shall maintain sufficient staff, facilities, and equipment, in accordance with the Regulations of the State Department of Social Services, in order to provide the services set forth in Appendix C of this Agreement.

(3). The Contractor shall provide the services described in Appendix C of this Agreement at the principal location of: Kids Oneida, Inc., 310 Main Street, Utica, New York 13501; and shall provide the Department with written notification of the location(s) of any additional support services that are provided in conjunction with the child service plan outside of the aforementioned address.

(4). The Department shall notify the Contractor of the person assigned to monitor the child protective services provided to recipients receiving Preventive Services from the Contractor.

#### SECTION VII: BOOKS, RECORDS AND REPORTS

(1). The Contractor shall keep accurate records in conformance with State regulations established for utilization review and uniform case recording for each public charge receiving Preventive Services under this Agreement. Each record shall indicate the Preventive Services provided to the child and his or her Family, in addition to other recipients of Preventive Service(s) involved with the case, including the date such Preventive Services were provided. The Contractor shall make such

reports to the Department as to the current status and progress of each recipient of Preventive Service(s) at the intervals required in the State Department of Social Services Regulations.

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

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

(4). The Contractor shall maintain statistical records as required by the Department and shall furnish such data at times prescribed by and on forms supplied by the Department.

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

(6). The Contractor shall retain all books, records, and other documents relevant to this Agreement for six (6) years after final payment for the Preventive Services to which they relate, during which time authorized County, State, and/or Federal auditors shall have access to and the right to examine the same.

(7). In addition to Paragraphs 3, 4, 5, and 6 of this section, and until the expiration of (6) years after the furnishing of services pursuant to this Agreement, or any subcontract made pursuant to this Agreement, the Contractor and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of Contractor or subcontractor(s) that are necessary to certify the nature and extent of such costs.

#### SECTION VIII: ACCOUNTABILITY

(1). The Department shall establish methods to evaluate the provision of Preventive Services by the Contractor pursuant to this Agreement. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the Contractor recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within her jurisdiction and thus has the duty,

ongoing throughout the term of this Agreement, to monitor the Contractor with regard to the Preventive Services provided to the children referred hereunder.

(2). The Contractor agrees that a program and facilities review, as pertains to the delivery of Preventive Services under this Agreement, including meetings with recipients of service, review of uniform case records, review of service policy and procedural issuances, review of staffing and job description, and meetings with staff directly or indirectly involved in the provision of Preventive Services, may be conducted at any reasonable time by qualified personnel from those Local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.

(3). The Department shall confer with the Contractor at least twice per year to discuss the Contractor's services purchased by the County. This shall include, but not be limited to, such items as: frequency of contact and planning with the natural family and significant others; scope of service plans and of achieving the goals stated therein; and the extent to which special mental health, remedial, tutorial and vocational services were provided after the Contractor and the Department determined these were necessary. These semi-annual client reviews shall include determination of compliance with Agreement requirements.

(4). If the Contractor fails to substantially conform to the provisions of this Agreement after due written notice, the County may take such actions or invoke such sanctions under this Agreement and any appropriate regulations issued by the State Department of Social Services as it deems necessary.

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

(6). The Contractor covenants and agrees that neither it, nor any of its directors, officers, members, or employees have any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Contractor's performance of the Preventive Services defined in Section III. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.

(7) The County reserves the right to have full disclosure of names of members of the Board of Directors and the names of their spouses and children. The County further reserves the right to determine whether a conflict of interest exists due to relationships between Board members and anyone who stands to benefit from the contract in question.

#### SECTION IX: COMPLIANCE WITH LAW

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

(2). The Contractor shall be bound by the terms and conditions of Appendix A (New York State Conditions) attached hereto and made a part hereof.

#### SECTION X: TERMINATION OF AGREEMENT

(1). This Agreement may be terminated by mutual written agreement of the contracting parties.

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

(3). In addition to the termination provisions set forth in paragraph 2, supra, the County shall have the right to terminate this Agreement in whole or in part, if at any time Contractor has failed to comply with any Federal, State or Local health, safety or fire code regulations; or in the event that any license, approval or certification of the Contractor, required by Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and Contractor fails to secure it during the term of this Agreement.

(4). When this Agreement is to be terminated pursuant to Paragraphs 2 and 3 of this Agreement, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty days (60) from the date of notice unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty days (30) from the date of notice. In any event, the effective date of termination shall not be later than the Agreement expiration date.

(5). Upon termination or upon expiration of the term of this Agreement pursuant to Paragraphs 1, 2, or 3, supra, the Department will arrange for the transfer to another Contractor of all public charges then served by the Contractor. In order to reimburse that Contractor for all public charges not

transferred by the effective date of termination, the County and Contractor will negotiate an extension of this Agreement prior to the date of termination.

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

#### SECTION XI: PERFORMANCE OF SERVICES

(1). This Agreement shall not be assigned, transferred or in any way disposed of by the Contractor without first having obtained written approval thereof from the County.

(2). The Contractor warrants that it is not in arrears to the County upon any debt or contract, and that it has not been in default and is not in default as surety, Contractor or otherwise.

(3). Contractor warrants that it and its services staff, when necessary, have all of the licenses, approvals, and certifications currently required by the laws of any applicable municipality. Contractor further shall keep all such required documents in full force and effect during the term of this Agreement, or any extension, and to comply within the required time to secure any new license so required.

(4). 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 Preventive Services. Contractor shall use Contractor's best efforts to perform the Preventive Services such that the results are satisfactory to the Department. Contractor shall be solely responsible for determining the location, method, details, and means of performing the Preventive Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

(5). 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 Preventive 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. Contractor shall be solely responsible and shall remain liable for the performance of the Preventive Services by the Assistants in a manner satisfactory to the Department, in compliance with all applicable Federal, State or Local Laws and Regulations. Contractor shall expressly advise the Assistants of the terms of this Agreement.

(6). Contractor acknowledges and agrees that Contractor and its Assistants have no authority

to enter into contracts that bind the County or the Department or create obligations on the part of the County or the Department without the prior written authorization of the County.

(7). Contractor shall inform the Department within twenty-four (24) hours if it is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. Contractor maintains the right to do so at any time, and the County maintains the right to contract with other individuals or entities to perform the same services.

(8). 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.

(9). The Contractor shall not be required to attend or undergo any training by the Department, other than those trainings mandated by Federal, State or local law or regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or local law or regulations necessary to perform the services described herein, the 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.

#### SECTION XII: INDEPENDENT CONTRACTOR STATUS

(1). It is expressly agreed that the relationship of the Contractor to the County shall be that of Independent Contractor. The Contractor's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that its Assistants, shall not 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.

(2). 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 Department 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.

(3). The Contractor's 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.



(4). The Contractor acknowledges and agrees that its Assistants shall be eligible for any County employee benefits, including retirement membership credits.

(5). The Contractor shall be paid pursuant to IRS Form 1099, and 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 its Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for Preventive Services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

(6). 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.

(7). 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.

(8). The Contractor shall 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.

#### SECTION XIII: INDEMNIFICATION

(1). The Contractor shall at all times defend, indemnify, and hold the County and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission by the Contractor, its officers or employees, with respect to this Agreement and any of the terms thereof.

#### SECTION XIV: INSURANCE REQUIREMENTS

(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 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. Abuse and Molestation coverage must be included.
  - iii. Oneida County and any other parties required by the Department 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).
- b. Workers' Compensation and Employers Liability
  - i. Statutory limits apply.
- 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 insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.
- d. Commercial Umbrella
  - i. Umbrella limits must be at least \$1,000,000.
  - ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
  - iii. 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.

(2). 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.

(3). Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates 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.

#### SECTION XV: CHOICE OF LAW

(1). 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.

#### SECTION XVI: 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.

#### SECTION XVII: ENTIRE AGREEMENT

(1). The terms of this Agreement, and any attachments, amendments, addendums, appendices, and schedules annexed hereto, including, but not limited to, Appendix A (New York State Conditions), Appendix B (Standard Clauses for All Oneida County Department of Social Services Contracts), Appendix C (Program Narrative), Schedule A (Covered Service Definitions), Addendum for Standard Oneida County Contracts, and the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement, constitute the entire understanding and agreement of the parties and cancel and supersede 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 any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the parties sought to be

bound.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first below written.

\*\*\*\*\*  
Date: 8/19/20 [Signature]  
Oneida County Executive: Anthony J. Picente Jr., Oneida County Executive  
\*\*\*\*\*

Approved: [Signature]  
Richard P. Ferris, Assistant County Attorney  
\*\*\*\*\*

Date: 4/17/20 [Signature]  
Oneida County Department of Social Services: Colleen Fahy-Box, Commissioner  
\*\*\*\*\*

Date: 7/16/2020 [Signature]  
Kids Oneida, Inc.: Steven Bulger, Executive Director  
\*\*\*\*\*

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

I, the undersigned, an employee of ICAN, (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.

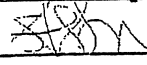
I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

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.

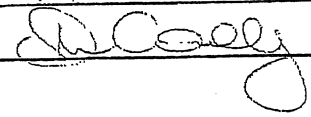
I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: Steven Bulger

Signature: 

Title: CEO/Executive Director

Date: 7/16/2020

Witness: 

APPENDIX A  
NEW YORK STATE CONDITIONS

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 fifty 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 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 local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants 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:
  1. By certified or registered United States mail, return receipt requested;
  2. By facsimile transmission;
  3. By personal delivery;
  4. By expedited delivery service; or
  5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from 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 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.
- 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 (3) 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 AGREEMENT, 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 AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply:
1. 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 AGREEMENT. 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.
  2. 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
  3. 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 this 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 this 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 herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT 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 (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. 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:

1. 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.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. 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 AGREEMENT 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 (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) 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 AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
  1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
  2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
  3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
  4. 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.
  5. 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
  6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
  7. 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, the Department may require as a condition precedent to entering into this AGREEMENT 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 AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, 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 AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the 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 Department's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet state, federal and Oneida 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 OF 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 local 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, the 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 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. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor 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 subcontractor 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 Contractor's, or its subcontractor'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 any of the Contractor's 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 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 AGREEMENT period or deem this AGREEMENT 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 this AGREEMENT. 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 AGREEMENT 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. If the Department should determine that the Contractor 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:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this 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 this 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 the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. 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;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. 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;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. 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 the 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 insurance 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 the 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 this AGREEMENT, 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 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.

- 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 this AGREEMENT are at the discretion of the Department, which shall supply written notice of such renewal or termination within thirty (30) days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

#### COMPLIANCE WITH LAW

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

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

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the Department. 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.

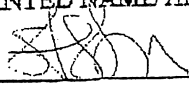
This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. No waiver, 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.

ICAN  
\_\_\_\_\_  
NAME OF CONTRACTED AGENCY

Steven Bulger, CEO/Executive Director  
\_\_\_\_\_  
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

  
\_\_\_\_\_  
SIGNATURE

7/16/2020  
\_\_\_\_\_  
DATE

## APPENDIX C

### I PROGRAM NARRATIVE

#### 1. Referral and Census

A. Contractor's Community Liaison works with various entities throughout our community. The Community Liaison meets weekly with the Department administration to review and receive referrals. Contractor's community liaison attends TIER meetings through the Oneida County Department of Mental Health. Many of the children presented in these meetings are referred through the Department due to their intensive mental health needs.

B. All Children referred to the Contractor are approved through the Department. When a child is referred, the referral packet shall be reviewed by a Clinical Supervisor who assigns the case to a Family Services Coordinator. Initial contact shall be made with the Family within 24 hours of receipt of the referral packet. The initial face-to-face home visit shall be no later than five (5) business days from the date the referral is received. At the intake appointment, the Family Services Coordinator helps the Family determine which services are required to address each of the areas of need. A team of contracted service providers shall be put in place to provide these services to the Family using a team based and Family focused approach.

C. Family Service Coordinators shall take a mindful approach in determining which providers should be assigned to a child and Family's team. Family Service Coordinators shall ask questions regarding the Family's likes, dislikes, cultural beliefs/values, and personality. A Family's ability to engage with service providers is key to successful treatment so Contractor shall take every step to ensure that providers are a good fit for the child and the Family. Contractor maintains bios of all providers so staff can create a positive match. There are times when providers assigned may not be compatible with a child and/or Family. Contractor has the ability to re-assign providers based on the Family's wishes if concerns cannot be mediated.

D. Contractor has the ability to provide over 65 different services to children and families. We recognize that every Family's needs are different and a "typical" service package may not work for every Family. The provider network provides individual, sibling, and peer mentoring, reintegration treatment services for youth returning from out-of-home placement; individual, Family, and group therapy; crisis intervention; vocational skill building, and supportive work environments; intensive curfew, and rise and shine supervision; Family skills training; parenting services and many more. These services can be modified, decreased or added at any time throughout the services case.

#### 2. Assessment & Service Delivery

A. The program's primary focus shall be keeping families together. The program shall offer flexible programming, individualized planning, cross-system collaboration, strength based services delivery, and Family focused services. These components are critical to engaging families and keeping children in the community.



B. Contractor has offices at 310 Main Street in Utica, New York. Sixteen full and one part-time (16.5) Family Services Coordinators shall be located at the Utica office. Two Family Services Coordinators shall have office space at Madison Oneida BOCES in order to provide collaborative and comprehensive services to some of our most at-risk youth. These Family Services Coordinators shall be the primary case workers for all clients attending this alternative school. Services shall be provided throughout Oneida County by both case work staff and providers.

C. Contractor's services shall be available during business and non-business hours. Each Family has a team of providers that they can utilize in times of need. Types of such services are listed in Appendix C. If providers are not available, Contractor shall have an on-call crisis line available evenings, weekends, and holidays, to which families can call and a trained provider will respond either by phone or by going to the home. This service ensures that families have support 24 hours a day 7 days a week. Every child enrolled in the program shall have a working crisis plan that is available not only to the Family and the team, but also to the crisis team. This plan shall outline what a child's triggers are and what de-escalation techniques may work best to calm a child. It shall also outline specific steps to take if further assistance is required. This plan is developed at monthly team meetings with child and Family input which is necessary to make any plan successful.

### 3. Evaluation Tools

A. All children enrolled in the program shall receive a psychosocial assessment by a licensed mental health practitioner upon admission. This document assists the team in understanding a child's history, other services or interventions that have been provided, and recommendations for treatment planning. Children in the program shall also have the opportunity to see a psychiatrist for purposes of psychiatric evaluation and on-going treatment.

B. All children referred to Contractor shall initially be assessed using the Child and Adolescent Functional Assessment Scale (CAFAS). This comprehensive scale is used to measure how a child functions in several domains including home, school, community, behavior, moods and emotions, suicidal behavior, thinking, and substance abuse. There are also sections that measure caretaker resources. Children shall initially be assessed using this instrument within the first thirty (30) days of admission, and every ninety (90) days thereafter. Significant improvements in functioning are measured by a 20 point decrease in overall scores from admission to discharge.

### 4. Treatment Planning

A. The CAFAS scores shall help to determine goals within each child's plan of care. Every child shall have a working Plan of Care (POC) during their time with the program. POCs are treatment plans that identify goals and what each member of the team, including the child and Family, will do to reach these goals. An admission treatment plan that provides a summary of the child based on the referral shall be completed within twenty-four (24) hours of receipt of the referral. Initial POCs shall be implemented within the first thirty (30) days in the program, and every ninety (90) days thereafter, or as they need modifications (i.e. after a hospitalization, significant event in the Family etc.) POCs shall be strength based and individualized. Goals shall be developed at monthly team meetings with the child, Family, family service coordinator, team members, and other natural supports.

## 5. Team Meetings

A. Family Service Coordinators shall facilitate monthly team meetings for every child enrolled in the program. Participants at this meeting shall be determined by the Family. At minimum, the parent and child shall be involved. Family Services Coordinators shall encourage families to invite other Family members, natural supports or agency representatives that they work with. Team meetings are implemented as a way to give everyone a voice, identify strengths of the child, Family, and team; and to develop goals and discuss progress. Each member of the team identifies what specific role they are going to play in assisting a child and Family in meeting their goals. Everyone has a responsibility and the team holds each other accountable in meeting these responsibilities. All treatment decisions shall be made at these meetings with everyone present.

Every six months, Family Service Coordinators complete the Family Assessment Service Plan (FASP) in the Connections System, which details who received which services, outlines a service plan for each child, shares concerns, and details how such concerns will be addressed.

## 6. Contact with Families

A. Family Services Coordinators shall meet with identified clients and families a minimum twice per month to assess safety, coordinate services, ensure the treatment plan is being implemented, and to ensure that individualized needs are being met. Contractor's subcontracted providers meet with the identified child and their Family as determined by the treatment plan. On average, children enrolled in the program receive 20 - 25 contacts per month from the team. Family Services coordinators and providers shall work collaboratively with other agencies and organizations to provide a comprehensive service package. Family Services Coordinators also have the ability to assist with scheduling appointments, complete referrals, attend court appearances, and help to advocate for the children and families they work with.

## 7. Transportation and Referrals

A. Family Services Coordinators shall work with families to determine what services may be needed that cannot be provided through our provider network (i.e. mental health treatment for parents and siblings, substance abuse treatment etc.). Family Services Coordinators shall assist in making referrals to other agencies and in coordinating on-going participation. Transportation is often one of the largest barriers to treatment that the families face. Family Services Coordinators shall work with families to identify possible methods of transportation through public transport, Medicaid transport or natural supports. When this is not available, Contractor shall provide transportation to children and families for appointments and meetings.

## 8. Parent Partners

A. Every Family enrolled in program is offered a Parent Partner. Parent Partners work as part of the multidisciplinary team and shall provide support and assistance through advocacy and Family support. Their life knowledge and skills are brought to the position to enhance the team effort to

deliver assistance to the Family as they explore goals they want to achieve. Parent Partners shall encourage Family participation in appropriate services, model effective parenting skills and provide outreach to ensure that families served will not escalate to high risk cases. Contractor's Parent Partner program hosts a bi-weekly parent support group available to all parents in the community. The group focuses on support of parents who may be struggling with similar parenting issues as well as enhancing the skills of the parents in our community. Several parents, both past and current, who have been enrolled in the program, are involved in the parent support group.

## 9. Wraparound

A. Every service, intervention and interaction that the program provides is based on the philosophy of Wraparound. Wraparound is recognized as a "best practice" at both the state and federal levels in relation to systems of care of severely emotional disturbed youth. The ten principles of Wraparound that guide these programs are:

- Family voice and Choice: Family and youth/child perspectives are intentionally elicited and prioritized during all phases of the wraparound process. Options and choices of families are incorporated whenever possible.
- Team Based: the team consists of individuals agreed upon by the Family and committed to them through informal, formal, and community support and service relationships.
- Natural Supports: the team actively seeks out and encourages the full participation of team members drawn from Family members and networks of interpersonal and community relationships. The wraparound plan reflects activities and interventions that draw on sources of natural support.
- Collaboration: team members work cooperatively and share responsibility for developing, implementing, monitoring and evaluating a single wraparound plan. The plan reflects a blending of team members' perspectives, mandates, and resources. The plan guides and coordinates each team member's work towards meeting the team's goal.
- Community-Based: the team implements service and support strategies that take place in the most inclusive, most responsive, most accessible, and least restrictive settings possible, that safely promote child and Family integration into home and community life.
- Culturally Competent: the process demonstrates respect for and builds on the values, preferences, beliefs, culture, and identity of the child, their Family, and their community.
- Individualized: to achieve the goals laid out in the wraparound plan, the team develops and implements a customized set of strategies, supports, and services.
- Strength-Based: the process and plan identify, build on, and enhance the capabilities, knowledge, skills, and assets of the child, their Family, their community, and other team members.
- Persistence: despite challenges, the team persists in working toward the goals included in the wraparound plan until the team reaches agreement that a formal wraparound process is no longer required.
- Outcome Based: the team ties goals and strategies of the wraparound plan to observable or measureable indicators or success, monitors progress in terms of these indicators, and revises the plan accordingly.

## B. Outcome/Measurements for Case Management System

- Outcome # 1: All children (which include siblings of the identified child who reside in the household) will be continually assessed, and as appropriate, referred to community based services; caretakers will demonstrate an increased knowledge and understanding of mental illness, the impact of trauma on behavior and functioning, and develop the appropriate skills to successfully maintain children with mental health needs or behavioral needs to reside successfully in their homes and community.
- Performance: All children (which include siblings of the identified child who reside in the household) and caretakers will jointly develop a Family Assessment Service Plan (FASP) that specifically addresses the needs of the family through linkages with community-based services.
- Measurement: 80% of the 135 children enrolled in the program will remain in their family/caretakers home
- Measurement: 80% of the 135 children enrolled in the program will be successfully integrated in the home and in community activities that reinforce individuals and family stability,
- Outcome # 2: All children enrolled in the program will experience a decreased number of out-of-home placements and care days in mental health facilities or Department of Social Services residential/treatment agencies as compared to previous years.
- Performance: During the first 60 days of placement, ICAN will ensure that the child is placed at the appropriate level of care and make every attempt to assist in a successful transition.
- Measurement: 80% of the youth in the program will not experience out of home placement in mental health facilities or Department of Social Services residential/treatment facilities for more than 60 days.
- Outcome #3: Within 90 days of returning home from out-of-home care, ICAN will assist the youth and the family to get the appropriate education program.
- Performance: Within the first 90 days on returning home from out-of-home care, ICAN will assist the client, their family and the home district to determine the most appropriate main stream educational or vocational program placement for the child.
- Measurement: 80% of the youth will be enrolled or in the process of being enrolled in the most appropriate educational placement within 90 days.

## II. REIMBURSEMENT & PROGRAM COMPLIANCE

1. Services will be billed on a per slot basis as follows: The Contractor will service a maximum of 135 slots at any given time. For the term of April 1, 2020 through March 31, 2021 the Department will reimburse the Contractor \$1,977.00 per utilized slot per month. For the term of April 1, 2021 through March 31, 2022 the Department will reimburse the Contractor \$2,016.00 per utilized slot per month. For the term of April 1, 2022 through March 31, 2023 the Department will reimburse the Contractor \$2,056.00 per utilized slot per month. If a slot is filled at least 21 days per month the contract will receive the full monthly rate. If a slot is utilized less than 21 days in a month that slot will be prorated to a daily rate.

A separate rate is available for the provision of services to a sibling of the identified child in the program who requires a level of service beyond regular case planning and/or involvement in family support or treatment services, i.e. for the provision of extreme services such as multiple

placements which would be referred by the Department. Service will be billed per sibling at a monthly rate of \$100.00 for the term of April 1, 2020 through March 31, 2021, \$105.00 for the term of April 1, 2022 through March 31, 2023, and \$110.00 for the term of April 1, 2022 through March 31, 2023.

The maximum amount allowed for year one (1) for this service is \$3,364,740.00. The maximum amount allowed for year two (2) for this service is \$3,436,020.00. The maximum amount allowed for year three (3) for this service is \$3,508,920.00. It is expressly understood that this rate shall be an all-inclusive amount for the enrolled child and involved Family members. The maximum children at any given time shall be 135. The total maximum reimbursement to Contractor for the term of this Agreement shall not exceed \$10,309,680.00.

2. As the purpose of this program is to divert placement of at-risk youth, it is expressly understood that once a child enters the program the Contractor will be financially responsible for the cost of any out of home placements for the first 60 days of placement at such point the child will be dis-enrolled from the program and become the financial responsibility of the Department. The cost of any and all expenses associated with residential care for example include room/board, tuition, transportation, clothing and medical, in such cases the Department of Social Services will make adjustments to the Agency's future billing or the Department will bill the Agency for such expenses incurred by the Department during the first 60 day time period of the enrolled child's placement. The Contractor's financial responsibility described herein is subject to the following exception: should an enrolled child be issued a new charge and the child is sent to placement through a court action due to the new charge, the child will be dis-enrolled from the program upon placement and will become the financial responsibility of the Department.

3. Pursuant to law, the Contractor will keep accurate records for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her Family, including the date such services were provided. The Agency shall make such reports to the Department on the current status and progress of each recipient of service at intervals required.

4. All information contained in the Contractor's files shall be held confidential pursuant to the applicable provision of the Social Services Law and any State 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 such records shall not be disclosed except as authorized by law.

5. The Commissioner of Social Services reserves the right to evaluate the job performance of the individuals chosen by Contractor to perform work under this agreement and may request such individual be relieved of his duties and another person chosen in his place for services provided through this agreement. The ultimate decision(s) regarding staffing under this program shall remain with the Contractor.

**SCHEDULE "A" Covered Service Definitions**  
**Service Provisions for Individual Needs**  
Revised 1/1/18

<b>Covered Service: Assessment Outpatient</b>	<b>Service Code: 5000</b>
<b>Service Description:</b> Neurological, psychiatric, psychological, developmental, functional behavioral and learning disability evaluations by a qualified professional on an outpatient basis.	
<b>Credentials:</b> Licensed Physician, Licensed Psychologist, Licensed Social Worker (LCSW)	
<b>Unit Type:</b> Hourly	
<b>Contracted Rate:</b> Physician TBD, \$140 PHD Psychology, \$105 Licensed Social Worker	

<b>Covered Service: Individual Therapy</b>	<b>Service Code: 5100</b>
<b>Service Description:</b> Goal-directed, face-to-face therapeutic intervention (including insight-oriented, behavior modifying, or supportive psychotherapy) with the enrolled client which focuses on the mental health/behavioral/emotional needs of the client.	
<b>Credentials:</b> Licensed Psychologist, Licensed Social Worker (LMSW-supervised/LCSW), MFT, Licensed Mental Health Counselor	
<b>Unit Type:</b> Hourly	
<b>Contracted Rate:</b> \$140 Psychologist, \$105 Social Worker, MFT, Licensed Mental Health Counselor	

<b>Covered Service: Family Therapy</b>	<b>Service Code: 5110</b>
<b>Service Description:</b> Goal-directed, face-to-face therapeutic intervention with the minimum of two family members that may include the enrolled client. Services may be in a clinic setting, school, or home.	
<b>Credentials:</b> Licensed Psychologist, Licensed Social Worker (LMSW-Supervised/LCSW), MFT, Licensed Mental Health Counselor	
<b>Unit Type:</b> Hourly	
<b>Contracted Rate:</b> \$140 Psychologist, \$105 Social Worker, MFT, Licensed Mental Health Counselor	

<b>Covered Service: Group Therapy</b>	<b>Service Code: 5120</b>
<b>Service Description:</b> Goal-directed, face-to-face therapeutic intervention with the enrolled client and one or more clients who are treated at the same time that focuses on the mental/behavioral/emotional needs of the clients in the group.	
<b>Credentials:</b> Licensed Psychologist, Licensed Social Worker (LMSW-Supervised/LCSW), MFT, Licensed Mental Health Counselor	
<b>Unit Type:</b> Hourly	
<b>Contracted Rate:</b> Per Individual Contract	

**Covered Service: Special Therapy**

**Service Code: 5130**

**Service Description:** Goal-directed, face-to-face non-traditional therapeutic intervention with the child and one or more children who are treated at the same time that focuses on the mental/behavioral/emotional needs of the children in the group.

**Credentials:** Certified Creative Art Therapists

**Unit Type:** Hourly

**Contracted Rate:** Per Individual Contract

**Covered Service: Skill Building Group**

**Service Code: 5131**

**Service Description:** Goal-directed, face-to-face non-traditional group that coach and/or train the child and one or more other children who are treated at the same time that focus on the children in the group.

**Credentials:** 1,000 hours experience with SED Children with experience in related areas.

**Unit Type:** Hourly

**Contracted Rate:** Per Individual Contract

**Covered Service: Crisis Intervention and Treatment**

**Service Code: 5140**

**Service Description:** Immediate on-site (home, school, community) therapeutic response, available 24 hours per day, which involves face-to-face or direct telephone contact with enrolled client exhibiting acute psychiatric symptoms, and their families and other collaterals to alleviate the problems which if untreated present an immediate threat to clients or others.

**Credentials:** 1,000 hours experience with SED Children

**Unit Type:** Hourly

**Contracted Rate:** \$100 per hour

**Covered Service: School Based Intervention Services**

**Service Code: 5170**

**Service Description:** Service for providers to serve as a behavior specialist and/or care coordinator in school based programs during staff absences. Providers will work with youth throughout the school day, in accordance with their plan, in their designated classroom.

**Credentials:** 1,000 hours experience with SED Children

**Unit Type:** Hourly

**Contracted Rate:** Per Individual Contract

**Covered Services: Reintegration Treatment Services**

**Service Code: 5210**

**Service Description:** Services specifically designed to focus on the reintegration of a child into the family/surrogate family home after a placement in a hospital, residential treatment center, group home or any out-of home placement.

**Credentials:** 2,000 Hours Experience with SED Children and completion of the Kids Onside Reintegration Treatment Services training or equivalent

**Unit Type:** Hourly

**Contracted Rate:** \$55 per hour

**Covered Service: Behavioral Management Services** **Service Code: 5240**

**Service Description:** Behavioral strategy program designed to meet behavioral objectives. Provide ongoing interventions that support the child and family in implementing the Plan of Care. This service reinforces the desired behavioral or cognitive changes by assisting the child and family in application of clinical treatment plans and strategies. Crisis response duties may be negotiated on a case by case basis. The service should be: 1.) planned 2.) working on skill building and behavior changes 3.) goal and outcome oriented.

**Credentials:** 2,000 Hours Experience with SED Children and completion of the Kids Onelida Behavior Management training or equivalent.

**Unit Type:** Hourly

**Contracted Rate:** \$85 per hour

**Covered Service: Respite Service-Daily** **Service Code: 5410**

**Service Description:** Respite care refers to appropriate temporary care (usually day, overnight or longer), that is provided to a child in order to sustain the family structure or to meet the planned needs of the child. The placement that is expected not to exceed 21 days.

**Credentials:** Licensed/Certified Provider

**Unit Type:** Daily

**Contracted Rate:** \$100 per day

**Covered Service: Respite Service-Hourly** **Service Code: 5411**

**Service Description:** Hourly respite care refers to appropriate temporary care that is provided to a child in order to provide the family/guardian with support/relief, that otherwise could result in the child's removal. This service can be provided to more than one child in a group setting.

**Credentials:** 1,000 Hours Experience with SED Children

**Unit Type:** Hourly

**Contracted Rate:** \$25 per hour

**Covered Service: Teachers Aid** **Service Code: 5521**

**Service Description:** A service delivered to an enrolled child during the school day to assist in preventing behavioral problems that otherwise, if unmonitored, could result in suspension from school.

**Credentials:** Licensed Teacher or 1,000 hours experience with SED children

**Unit Type:** Hourly

**Contracted Rate:** \$40 Licensed Teacher, \$25 Other Qualified Provider

**Covered Service: Parent Aid** **Service Code: 5522**

**Service Description:** Services provided in the home/community that focus on the need of the parent for instruction and skill development to maintain or enhance parental functioning.

**Credentials:** 1,000 Hours Experience with SED

**Unit Type:** Hourly

**Contracted Rate:** \$40 per hour



**Covered Service: Tutoring** **Service Code: 5523**  
**Service Description:** Service provided to assist a child in achieving or maintaining age-appropriate academic skills as indicated on the client's IEP/report card or recommendations from teacher.  
**Credentials:** Licensed Teacher or 1,000 hours experience with SED Children  
**Unit Type:** Hourly  
**Contracted Rate:** \$40 Licensed Teacher, \$25 Other Qualified Provider

**Covered Service: Mentoring** **Service Code: 5524**  
**Service Description:** Service provides a structured one-to-one relationship or partnership that focuses on the needs of the mentored child in achieving a treatment goal. It encourages youth to develop to their fullest potential and helps that youth develop a vision for the future.  
**Credentials:** 1,000 Hours of experience with SED Children  
**Unit Type:** Hourly  
**Contracted Rate:** \$45 per hour

**Covered Service: Life Coach** **Service Code: 5526**  
**Service Description:** Services that provide help in initiating or maintaining a community-based placement including supportive counseling, help finding an apartment, case management services to client and family members, etc., when provided by a person other than a service coordinator.  
**Credentials:** 2,000 Hours Experience with SED Children  
**Unit Type:** Hourly  
**Contracted Rate:** \$66 per hour

**Covered Service: Family Skills Training Group** **Service Code: 5528**  
**Service Description:** Structured family activity designed to increase the ability of families to be successful in the community while helping to improve their relationships. Support is offered through a variety of activities such as; problem solving, social skills, development of play skills and cooperation.  
**Credentials:** 1,000 Hours Experience with SED Children and Parents  
**Unit Type:** Hourly  
**Contracted Rate:** \$55 per hour

**Covered Service: Overnight Supervision** **Service Code: 5532**  
**Service Description:** Provides overnight supervision to ensure safety of an enrolled child.  
**Credentials:** 1,000 Hours experience with SED Children  
**Unit Type:** Hourly  
**Contracted Rate:** \$50 per hour

**Covered Service: Child/Family Supervised Visitation** **Service Code: 5533**  
**Service Description:** Provides monitoring/supervising court order visitation between enrolled child and family members or individually identified by family court judge.  
**Credentials:** 1,000 Hours Experience with SED children  
**Unit Type:** Hourly  
**Contracted Rate:** Per Individual Contract

**Covered Service: Group Recreation** **Service Code: 5535**  
**Service Description:** Group Recreation for one or more enrolled children siblings.  
**Credentials:** 1,000 Hours Experience with SED Children  
**Unit Type:** Hourly  
**Contracted Rate:** \$25 per hour

**Covered Service: Vocational Skill Building** **Service Code: 5537**  
**Service Description:** Assist child adjust to work place. Duties will vary based on need of child and requirements of employer. Skill Builder may work with child on social interaction, personal hygiene, motivation and task oriented behavior.  
**Credentials:** 1,000 Hours Experience with SED Children  
**Unit Type:** Hourly  
**Contracted Rate:** \$40 per hour

**Covered Service: Rise & Shine Supervision** **Service Code: 5538**  
**Service Description:** Service provides face-to-face supervision prior to scheduled school day, to child with high-risk truancy issues and/or behaviors that would otherwise result in school suspensions. Service requires daily logs and communications with school personnel if client is unable or unwilling to attend school.  
**Credentials:** 1,000 Hours Experience with SED Children  
**Unit Type:** Each  
**Contracted Rate:** \$50 Each

**Covered Service: Supportive Work Environments** **Service Code: 5560**  
**Service Description:** Provides support and supervision to youth in a group work setting to develop job readiness. Service also includes career planning and job placement.  
**Credentials:** 2,000 hours of experience with SED children with experience in vocational rehabilitation  
**Unit Type:** Hourly  
**Contracted Rate:** Per Individual Contract

**Covered Service: Transportation** **Service Code: 5570**  
**Service Description:** Provides transportation of enrolled client or family members to and from scheduled appointments.  
**Credentials:** 1,000 hours of experience with SED children  
**Unit Type:** Hourly  
**Contracted Rate:** \$35 per hour

**Covered Services: Discretionary Recreation/Personal** **Service Code: 5585**  
**Service Description:** Provides montly recreational/personal activities for a rate of up \$30.00 per month per child.  
**Unit Type:** Dollar Amount  
**Contracted Rate:** \$1 per unit

**Covered Service: Curfew-Phone** **Service Code: 5600**  
**Service Description:** Telephone contact to monitor curfew compliance. Provider should speak directly to child and collateral contact if possible.  
**Credentials:** Contracted Provider  
**Unit Type:** Each  
**Contracted Rate:** \$10 each

**Covered Service: Curfew Face-to-Face** **Service Code: 5610**  
**Service Description:** Face-to-face contact to ensure curfew compliance. Court Ordered or clinical approval prior to FSC authorization  
**Credentials:** Contracted Provider  
**Unit Type:** Each  
**Contracted Rate:** \$50 each

**Covered Service: Interpreting Service** **Service Code: 5630**  
**Service Description:** Service to be used as a way to facilitate team communication and to assist with clinical issues. Service cannot be billed while working simultaneously in another capacity.  
**Credentials:** Demonstrated Fluency  
**Unit Type:** Hourly  
**Contracted Rate:** Per Individual Contract

**Covered Service: Parent Partner** **Service Code: 5640**  
**Service Description:** Parent Partners work as part of multidisciplinary teams and provide support and assistance through advocacy and family support. Their life knowledge and skills are brought to the position to enhance the team effort to deliver assistance to the family as they explore the goals they would like to achieve. Parent Partners encourage family participation in appropriate services, model effective parenting skills, and provide outreach to ensure that families served will not escalate to high risk cases.  
**Credentials:** Life experience as a caretaker for individuals with severe emotional disabilities.  
**Unit Type:** Hourly  
**Contracted Rate:** \$40 per hour

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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.

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. CERTIFICATIONS 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:

- i. 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.
  - ii. 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.
  - iii. 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,
- i. 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 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 or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, 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;

ii. 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:

i. 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 ongoing 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), above;

D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and 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 paragraph (D)(2), above, 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), above.

ii. 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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. 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

ii. 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:
  - i. 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;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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:

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

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. 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;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. 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

- ix. 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 permanently 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:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. 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
  - iii. 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 any 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 of the Labor Law, 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 monies 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 of the Labor Law, 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 Articles, 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 certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its 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; and (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 knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (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. 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 pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) 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. (ii) 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 acquired 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 sole 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 for 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 sole responsibility of the Contractor to establish 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 made 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 requested to be made or has been 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 to 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 or Contractor, or any person signing on behalf of any bidder or 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



(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or 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 or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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 or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarettes" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

i. Upon all real property owned or leased by the County of Oneida;  
and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

# Appendix D

## Cost Proposal

### 2. Monthly Per Child Rates

#### A. Intensive: Rate Per Month

The following rates are per month per child enrolled in the Intensive Clinical Case Management Services and it is understood that this is an all-inclusive amount for the child enrolled and for family members, with the exception of siblings.

YEAR	RATE PER CHILD PER MONTH
Year 1	\$1,977
Year 2	\$2,016
Year 3	\$2,056
Year 4	\$2,097
Year 5	\$2,139

#### B. Transitional: Rate Per Month

The following rates are per month per child enrolled in the Transitional Case Management Services and it is understood that this is an all-inclusive amount for the child enrolled and for family members, with the exception of siblings.

YEAR	RATE PER CHILD PER MONTH
Year 1	\$1,195
Year 2	\$1,219
Year 3	\$1,243
Year 4	\$1,268
Year 5	\$1,294

#### C. Sibling: Rate Per Month

The following rates are per month per sibling of children enrolled in the Transitional or Intensive Case Management Services. This is an additional add on that can be opted into at the discretion of the County.

YEAR	RATE PER SIBLING PER MONTH
Year 1	\$100
Year 2	\$105

Year 3	\$110
Year 4	\$115
Year 5	\$120

### 3. Acceptance of Cost for Out of Home Placement

For KO Intensive Services, ICAN understands and accepts financial responsibility for the cost of any out of home placements for the first 60 days of placement of any child who has entered this program. After 60 days, the child will be disenrolled from the program and will become the financial responsibility of the Department of Social Services. The costs that we agree to support include any and all expenses associated with residential care including, but not limited to, room/board, tuition, transportation, and clothing and medical expenses.

Anthony J. Picente Jr.  
County Executive

Colleen Fahy-Box  
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES  
Contract Administration, 4<sup>th</sup> Floor  
County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5073 Fax (315) 793-6044

April 20, 2023

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

FN 20 23-185

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Lease Agreement between The North Utica Senior Citizens Recreation Center, Inc., and Oneida County, through its Office for the Aging and Continuing Care, for your review and approval.

This Lease Agreement will allow the Office for the Aging and Continuing Care to offer services and outreach to senior citizens at an additional location, which is handicap accessible, in Oneida County. The total amount of this Agreement is \$111,600.00. This amount consists of 45% federal funds (\$50,220.00), 50% state funds (\$55,800.00) and 5% Oneida County dollars (\$5,580.00). This Lease Agreement will commence January 1, 2023 and will terminate December 31, 2027.

I am respectfully requesting that this matter be submitted to the Board of Legislators for their consideration. Thank you for your attention to this matter.

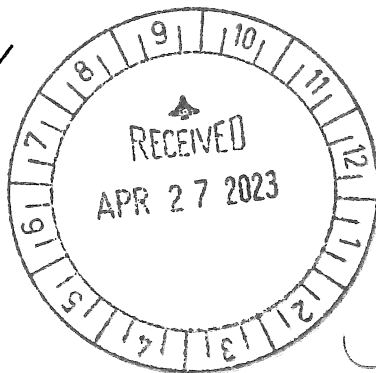
Sincerely,

*Colleen Fahy-Box*

Colleen Fahy-Box  
Commissioner

CFB/mk

Enclosures



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

*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive  
Date 4-27-23

Oneida Co. Department: DFCS Office for the Aging **Competing Proposal** \_\_\_\_\_  
**Only Respondent** \_\_\_\_\_  
**Sole Source RFP** \_\_\_\_\_  
**Other**   X  

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** The North Utica Senior Citizens Recreation Center,  
 Inc.  
 50 Riverside Drive  
 Utica, New York 13502

**Title of Activity or Service:** Lease Agreement for NY Connects Outreach and  
 Education

**Proposed Dates of Operation:** January 1, 2023 through December 31, 2027

**Client Population/Number to  
be Served:** Seniors aged 60 or above

**Summary Statements:**

- 1) **Narrative Description of Proposed Services:** To lease space in The North Utica Senior Citizens Recreation Center for use as an outreach site for senior citizens in Oneida County.
- 2) **Program/Service Objectives and Outcomes:** To support and educate Oneida County residents on HIICAP services.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$111,600.00                      **Account #:** A6772.495.136

**Oneida County Dept. Funding Recommendation:** \$111,600.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):**  
 Federal: 45% (\$50,220.00)    State: 50% (\$55,800.00)    County: 5% (\$5,580.00)

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

**Past Performance Data:** N/A

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

## LEASE AGREEMENT

This Lease Agreement is made the 1<sup>st</sup> day of January, 2023 between the **County of Oneida**, a municipal corporation organized under the laws of the State of New York with its primary offices located at 800 Park Avenue, Utica, New York 13501, by and through its Department of Family and Community Services (hereinafter collectively called the “Lessee”), and **The North Utica Senior Citizens Recreation Center, Inc.**, a domestic not-for-profit corporation with its primary offices located at 50 Riverside Drive, Utica, New York 13502 (hereinafter called the “Lessor”), in consideration of the covenants and agreements hereinafter mentioned on the part of the Lessee to be kept and performed at the following premises:

Approximately one hundred fifty-five (155) square feet of space in the premises owned by the Lessor and located at 50 Riverside Drive, in the City of Utica, Oneida County, New York (hereinafter the “Demised Premises”).

### 1. TERM AND RENT

- a. The Lessee shall hold the Demised Premises for a term commencing on **January 1, 2023** and ending **December 31, 2027** unless sooner terminated as hereinafter provided.
- b. Annual rent under this Lease Agreement shall be \$22,320.00, with a total amount not to exceed \$111,600.00 for the term.

### 2. OPERATIONS

- a. The Lessee shall peaceably and quietly have, hold and enjoy the Demised Premises for use as its office for furthering its purposes as set forth in law. The public will be encouraged to use the facility. The Lessee will at all times have an employee or other designated individuals present for all activities sponsored by the Lessee.
- b. The Lessor shall be responsible for securing and maintaining all required operating permits, licenses and certificates.

### 3. MAINTENANCE

- a. The Lessor shall be responsible for maintaining the Demised Premises during the term of this Lease Agreement in a neat and sanitary condition. The Lessor agrees to dispose of all solid waste and all recyclable waste.
- b. The Lessor also will provide janitorial services and maintenance of public areas, public bathrooms, hallways and entrances.

### 4. SECURITY

The Lessor shall be responsible for securing said Demised Premises.

### 5. COMMON AREAS

The Lessee shall have the right to use, in common with the Lessor and others legally entitled thereto, the facility’s bathrooms, break room, and other common areas.

6. UTILITIES/SERVICES

The Lessor agrees to furnish the Lessee with heat, electricity, water and sewer service. The Lessor further agrees to provide snowplowing and sidewalk clearing, sanding and salting of sidewalks, solid waste removal from dumpster containers, and security.

7. ACCESS BY HANDICAPPED

At all times during the term of this Lease Agreement, those portions of the property which are made available to the Lessee as an adjunct to or part of or along the way to the means of ingress and egress to the Demised Premises shall remain handicapped accessible and safe for the use of the Lessee's employees, agents, invitees, and the general public.

8. ACCESS TO PREMISES BY LESSOR

The Lessee agrees that the Lessor, its agents and/or employees, shall have the right to enter into and upon the Demised Premises or any part thereof, at all reasonable hours for the purpose of examining the same or making emergency repairs or alteration as may be necessary for the safety and preservation thereof. Further, the Lessee agrees that the Lessor, its agents and/or employees shall have the right to enter into or upon the Demised Premises or any part thereof as necessary in order to effectuate any rehabilitation of the Demised Premises, to the extent that such right does not interfere with the Lessee's use and enjoyment of the Demised Premises.

9. INSURANCE

The Lessor agrees that it will, at its own expense, at all times during the term of this agreement and any extension or renewal thereof, 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 within or about the Demised Premises. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate.

10. WAIVER

No waiver of any breach or breaches of any provision or condition of this Lease Agreement shall be construed to be a waiver of any preceding or succeeding provision or condition of this Lease Agreement or breach of same.

11. AMENDMENTS AND MODIFICATIONS

This Lease Agreement may be modified or amended only in writing, duly authorized and executed by authorized representatives of the Lessor and the Lessee. It may not be modified or amended by oral agreements or understandings between the parties.

12. SEVERABILITY

If any part of this Lease Agreement is invalid or illegal, then only that part shall be void and have no effect. All other parts of this Lease Agreement shall remain in full force and effect.



13. CAPTIONS

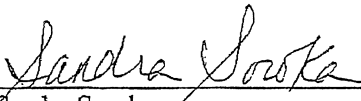
The captions of the various paragraphs of this Lease Agreement are for convenience and reference purposes only. They are of no other effect.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purposes herein expressed, the day and year above first written.

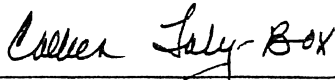
**County of Oneida**

**The North Utica Senior Citizens  
Recreation Center, Inc.**

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

  
\_\_\_\_\_  
Sandra Soroka  
Executive Director

**Oneida County Department of  
Family and Community Services**

  
\_\_\_\_\_  
Colleen Fahy-Box  
Commissioner

Approved:

\_\_\_\_\_  
Maryangela Scalzo  
Deputy County Attorney



**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

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

April 27, 2023

FN 20 23-186

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

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Renewal and Amendment of a Purchase of Services Agreement for review and approval by the Board of Legislators.

The enclosed Renewal and Amendment between Oneida County, through its Department of Family and Community Services, and Integrated Community Alternatives Network, Inc. (ICAN) for operation of the Step-Down Program.

The Step- Down Program is a transitional program that allows enrolled youth to receive continued services at a reduced level in preparation for case closing. Step-Down also can be utilized for youth exhibiting mental health or behavioral issues who do not require the intensity of service of the ICAN Intensive program. The Contractor will provide children with a case management system that is scaled back and a less intensive wrap-around model and lower cost than the ICAN Intensive program.

This Renewal and Amendment is the final term for this service, which commences on April 1, 2023, and continues through March 31, 2025. The maximum cost for services provided under this Renewal and Amendment shall not exceed \$ 1,229,760.00, with a local cost of 27.18 % or \$ 334,248.77.

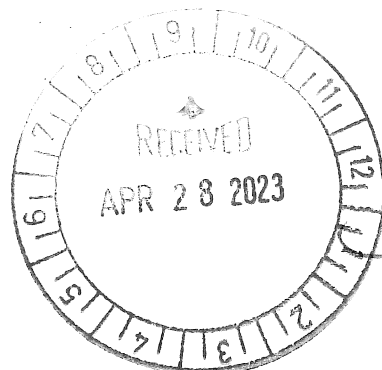
I am respectfully requesting that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

*Colleen Fahy-Box*  
Colleen Fahy-Box  
Commissioner

CFB/vlc  
Attachment



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

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

Date 4-27-23

# 23803

**Oneida Co. Department Social Services**

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

**Oneida County Board of Legislators**

**Contract Summary**

**Name of Proposing Organization:** Integrated Community Alternatives Network, Inc.  
310 Main Street  
Utica, New York 13501

**Title of Activity or Services:** Step Down Program

**Proposed Dates of Operations:** April 1, 2023 – March 31, 2025

**Client Population/Number to be Served:** 40 Children (Maximum at any given time)

**SUMMARY STATEMENTS**

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

The Step-Down Program is a transitional program that allows enrolled youth to receive continued services at a reduced level in preparation for case closing. Step-Down also can be utilized for youth exhibiting mental health or behavioral issues who do not require the intensity of service of ICAN Intensive program. The Contractor will provide children with a scaled back less intensive wrap-around model. Children will have a service coordinator and service providers on a less intensive basis and lower cost than the ICAN Intensive program.

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

Outcome/Measurements for Step- Down Program:

- Outcome # 1: All children (which include siblings of the identified child who reside in the household) with mental health or significant behavioral difficulties will have access to specialized community services in order to lessen the likelihood of an out-of-home placement.
- Performance: Community-based services will address the child's specific needs and prevent the necessity of an out-of-home placement or prevent a child from requiring a higher level of service.

Measurement: 80 % of the children referred for prevention of placement will remain in the home of their caretaker for a period of 12 months from the time the service is implemented

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

See number one (1)

**Total Funding Requested:** Maximum amount \$ 608,640.00 in Year One  
Maximum amount \$ 621,120.00 in Year Two

Total: \$ 1,229,760.00

**Oneida County Dept. Funding Recommendation:** Account # A6119.495

**Mandated or Non-mandated:** Preventive services are mandated

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

<b>Federal</b>	38.39 %	\$ 472,104.86
<b>State</b>	34.43 %	\$ 423,406.37
<b>County</b>	27.18 %	\$ <b>334,248.77</b>

**Cost Per Client Served:**

**\$1,268.00** per month per child for year one of the agreement  
**\$1,294.00** per month per child for year two of the agreement

A separate rate is available for the provision of services to a sibling of the identified child in the program who requires a level of service beyond regular case planning and/or involvement in family support or treatment services, i.e. for the provision of extreme services such as multiple placements which would be referred by the Department. Service will be billed per sibling at a monthly rate of \$115.00 for the term of April 1, 2023 through March 31, 2024, \$120.00 for the term of April 1, 2024 through March 31, 2025.

**Past performance Served:** This contract has been in place since 2005. It is an effective tool to lower the level of care of the child and ease the transition from institution to home.

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

The Step-Down Program will:

- Continue to reduce the cost of out of home placements in Oneida County.
- Transition youth from the regular higher cost ICAN Intensive program to the reduced cost Step-Down program as the youth progresses.
- ICAN will identify children who can move directly from high-cost residential care to the Step-Down option of Services.

**THIS RENEWAL AND AMENDMENT**, by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business at 800 Park Avenue, Utica, New York 13501 (hereinafter called the “County”), through its Department of Social Services (hereinafter called the “Department”), and Integrated Community Alternatives Network, Inc., a not-for-profit corporation, as defined in Section 102 (a) (5) of the New York Not-For-Profit Corporation Law, having its principal office at 310 Main Street, Utica, New York 13501 (hereinafter called the “Contractor”).

**WITNESSETH:**

**WHEREAS**, the County and the Contractor entered into an agreement whereby the Contractor provides the Step-Down Program, a scaled back less intensive transitional wrap-around model that allows youth enrolled to receive continued services at a reduced level in preparation for case closing, hereinafter referred to as the “Original Agreement” (County contract number 99040), a copy of which is attached hereto as Exhibit “A;” and

**WHEREAS**, the County wishes to renew the Original Agreement through March 31, 2025, and the Contractor is willing and able to continue to provide the services; and

**WHEREAS**, the County desires to modify the terms of the Original Agreement related to the vouchering and reimbursement process in order to comply with New York State requirements, and the Contractor has consented to such change; and

**WHEREAS**, the parties are desirous of an agreement to renew and amend to the Original Agreement regarding the following provisions.

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

1. The Original Agreement shall be renewed for a final term of April 1, 2023 through March 31, 2025 under the terms and conditions of the Original Agreement as Amended herein, and reimbursed pursuant to Section 2 below.
2. For the final renewal term of April 1, 2023 through March 31, 2025, the following reimbursement terms shall apply:

Services will be billed on a per slot basis as follows: The Contractor will service a maximum of 40 slots at any given time. For the term of April 1, 2023, through March 31, 2024 the County will reimburse the Contractor \$1,268.00 per utilized slot per month.

For the term of April 1, 2024 through March 31, 2025 the County will reimburse the Contractor \$1,294.00 per utilized slot per month.

If a slot is filled at least 21 days per month the contract will receive the full monthly rate. If a slot is utilized less than 21 days in a month that slot will be prorated to a daily rate.

A separate rate is available for the provision of services to a sibling of the identified child in the program who requires a level of service beyond regular case planning and/or involvement in family support or treatment services, i.e. for the provision of extreme services such as multiple placements which would be referred by the Department. Service will be billed per sibling at a monthly rate of \$115.00 for the term of April 1, 2023 through March 31, 2024, \$120.00 for the term of April 1, 2024, through March 31, 2025,

The maximum amount allowed for year one (1) for this service is \$608,640.00. The maximum amount allowed for year two (2) for this service is \$621,120.00. It is expressly understood that this rate shall be an all-inclusive amount for the enrolled child and involved Family members. The maximum children at any given time shall be 40. The total maximum reimbursement to Contractor for the term of this Renewal and Amendment shall not exceed \$1,229,760.00.

3. Effective April 1, 2020, Section XII (1) of the Original Agreement, under title “Reimbursement and Service Fees,” shall be amended to read as follows:

The County shall reimburse the Contractor for the provision of Preventive Services in accordance with the schedule detailed in Section IV of Appendix C and consistent with the Contractor’s Cost Proposal, which is attached hereto as Appendix D. All reimbursement shall comply with state and federal regulations pertaining to payment for Preventive Services.

4. The Original Agreement is hereby further amended by adding Exhibit B of this Renewal and Amendment, which is the Contractor’s Cost Proposal, to the Original Agreement as Appendix D.
5. All other terms of the Original Agreement remain in effect without change or alteration.

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

IN WITNESS WHEREOF, the County and the Contractor have signed this Renewal and Amendment on the date written below.

**ONEIDA COUNTY**

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

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

Date: 4/24/23

Colleen Fahy-Box  
Colleen Fahy-Box, Commissioner of Social Services

**INTEGRATED COMMUNITY ALTERNATIVES NETWORK, INC.**

Date: 4/18/23

[Signature]  
Steven Bulger, Executive Director

Approved: \_\_\_\_\_  
Maryangela Scalzo, Deputy County Attorney-Health and Human Services



# 23803

THIS IS AN AGREEMENT, by and between Oneida County (hereinafter, the County) a municipal corporation existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, through its Department of Social Services (hereinafter called the Department), and Integrated Community Alternatives Network, Inc., a not-for-profit corporation as defined in Section 102 (a) (5) of the New York Not-For-Profit Corporation Law, having its principal offices located at 310 Main Street, Utica, New York 13501 (hereinafter called the Contractor).

WITNESSETH:

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

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

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

WHEREAS, the County has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality Preventive Services in conformance with the Consolidated Services Plan of the County of Oneida, Section 409 et sequitur of the Social Services Law and 18 NYCRR Parts 405 and 423, and

WHEREAS, it is economically and organizationally feasible for the County to contract with the Contractor for the performance of these Preventive Services;

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

SECTION I. DEFINITIONS

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

Integrated Community Alternatives Network, Inc. (formerly Kids Oneida, Inc.), #23803

Step Down

4/1/20-3/31/23

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

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

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

(3) Case Planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those Preventive Services needed by a child and his or her Family to prevent disruption of the Family or to help a child in foster care return home sooner. Case Planning shall include, but not be limited to, referring such child and his or her Family to other services as needed, including but not limited to: educational counseling and training; vocational diagnosis and training; employment counseling; therapeutic and preventive medical care and treatment; health counseling and health maintenance services; vocational rehabilitation; housing services; speech therapy; and legal services. Case Planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Part 430.8 through 430.12 that such services are provided and providing Casework Contact as defined in paragraph (4) of this Section. Case Planner shall mean the caseworker assigned Case Planning responsibility.

(4) Casework Contacts is defined as:

(i). Individual or group face-to-face counseling sessions between the Case Planner and the child and/or the child's parents, relatives or guardians constitutes Preventive Services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.

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

Family's service plan.

(5). Clinical Services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist, or other recognized therapist in human services. Such services shall be separate and distinct from Casework Contacts as defined in paragraph (4) of this Section.

(6). Day Care Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(7). Day Services to Children as defined in 18 NYCRR Part 425.1 shall mean a program offering a combination of services including at least: social services, psychiatric, psychological, education and/or vocational services and health supervision and also including, as appropriate, recreational and transportation services, for at least 3 but less than 24 hours per day and at least 4 days per week excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, that service may be waived.

(8). Emergency Cash or Goods is defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his or her Family in an emergency or acute problem situation in order to avert foster care placement.

(9). Emergency Shelter is defined as providing or arranging for shelter where a child and his or her Family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.

(10). Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his or her parent, or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Part 430.9(c)(6). Family may also include a child who does not live with his or her parents and needs services to prevent return to foster care.

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

(12). Home Management Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(13). Homemaker Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(14). Housekeeper/Chore Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(15). Parent Aide Services is defined as those services provided in the home and community

that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and Family/parent role performance. Techniques may include but not limited to role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

(16). Parent Training is defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent / child relationships in order to avert a disruption in a Family or help a child in foster care return home sooner than otherwise possible. Parent Training may include child-parent interaction groups formed to enhance relationship and communication skills.

(17). Transportation Services is defined as providing or arranging for transportation of the child and/or his or her Family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a Preventive Service for visitation of children in foster care with their parents and may only be provided if such transportation cannot be arranged or provided by the child's Family.

#### SECTION II: TERM OF AGREEMENT

The term of this Agreement shall be from April 1, 2020 through March 31, 2023.

#### SECTION III: SCOPE OF SERVICES

(1). It is mutually agreed between the County and the Contractor that the Contractor shall furnish Preventive Services to recipients in accordance with federal and New York State laws and regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this Section shall be viewed in the context of this paragraph.

(2). The Department shall be responsible for determining the eligibility of persons for Preventive Services to be purchased by the County. The Department shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.

(3). The Department shall be responsible for Case Management which shall include authorizing the provision of Preventive Services, approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.

(4). The Contractor agrees to provide Preventive Services in accordance with the program narrative and rates of payment described in Appendix C of this Agreement.

(5). The Contractor and the Department shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review

Service.

(6). The Contractor and the Department agree to comply with Section 153 of the Social Services Law which requires all social services districts which purchase Preventive Services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(7). The Contractor and the County agree that a determination by the State Department of Social Services to deny reimbursement to the Department for the provision of Preventive Services for a child, pursuant to Sections 153 and 153-a through 153-k of the Social Services Law, shall not relieve the County or the Contractor from its statutory or contractual obligations to continue to provide Preventive Services for the child or other children in its care.

(8). Case Planning, along with Casework Contacts, shall be provided by the Contractor in accordance with Appendix C of this Agreement and as required by individual case plans 18 NYCRR Part 428.1 through 428.10.

(9). The Contractor will review and discuss the service plan with the Department. Any changes in the plan or significant deviation therefrom, shall be submitted in a revised plan to the Department prior to the proposed implementation of the change. The Contractor shall implement the change upon receipt of written approval by the Department.

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

#### SECTION IV: PERFORMANCE OF SERVICES

(1). 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 Preventive Services. The Contractor shall use the Contractor's best efforts to perform the Preventive 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 Preventive Services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.

(2). The Contractor may, at the Contractor's own expense, employ or engage the services of such employees, partners and/or subcontractors as allowed pursuant to Section VIII, paragraph 5 of this Agreement, as Contractor deems necessary to perform the Preventive Services (collectively, the "Assistants"). The Assistants are not and shall not be deemed 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 Preventive 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.

Integrated Community Alternatives Network, Inc. (formerly Kids Oneida, Inc.), #23803  
Step Down 4/1/20-3/31/23

(3). 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.

#### SECTION V: BOOKS, RECORDS AND REPORTS

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

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

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

(4). The Contractor shall maintain statistical records as required by the Department and shall furnish such data at times prescribed by and on forms supplied by the Department.

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

(6). The Contractor shall retain all books, records and other documents relevant to this Agreement for six (6) years after final payment for services to which they relate, during which time authorized County, State and/or Federal auditors shall have access to and the right to examine the same.

(7). In addition to Paragraph 3, 4, 5 and 6 of this Section, and until the expiration of (6) years after the furnishing of services pursuant to this Agreement or any subcontract made pursuant to this Agreement, the Contractor and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents and

records of Contractor or subcontractor(s) that are necessary to certify the nature and extent of such costs.

#### SECTION VI: GENERAL RESPONSIBILITIES OF PARTIES

(1). The governing board of the Contractor shall exercise oversight of its day-to-day affairs and programs. The Contractor shall have the responsibility for day-to-day provision of Preventive Services for each child serviced by it in accordance with this Agreement and with appropriate State Department of Social Services Regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the Department.

(2). The Contractor shall maintain sufficient staff, facilities and equipment, in accordance with the Regulations of the State Department of Social Services in order to provide the services set forth in Appendix B of this Agreement.

(3). The Contractor shall provide the services described in Appendix C of this Agreement at the principal location of:

Integrated Community Alternatives Network, Inc. (formerly Kids Oneida, Inc.), 310 MAIN STREET, UTICA, NEW YORK 13501

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

(4) The Department shall notify the Contractor of the name of the person assigned to monitoring responsibility for Child Protective Services for the recipients receiving Preventive Services from the Contractor.

#### SECTION VII: FAIR HEARINGS

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

#### SECTION VIII: ACCOUNTABILITY

Integrated Community Alternatives Network, Inc. (formerly Kids Oneida, Inc.), #23803  
*Step Down* 4/1/20-3/31/23

(1). The Department shall establish methods to evaluate the provision of Preventive Services by the Contractor pursuant to this Agreement. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the Contractor recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within her jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Contractor with regard to the Preventive Services provided to the children referred hereunder.

(2). The Contractor agrees that a program and facilities review, as pertains to the delivery of Preventive Services under this Agreement, including meetings with recipients of service, review of uniform case records, review of service policy and procedural issuances, review of staffing and job description and meetings with and staff directly or indirectly involved in the provision of Preventive Services, may be conducted at any reasonable time by qualified personnel from those Local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.

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

(4). If the Contractor fails to substantially conform to the provisions of this Agreement after due written notice, the County may take such actions or invoke such sanctions under this Agreement and any appropriate regulations issued by the State Department of Social Services as it deems necessary.

(5). The Contractor shall not make any subcontract for the performance of this Agreement without prior written approval of the County. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement shall be void. If subcontractors are permitted, they are subject to Federal and State requirements governing purchase of services contracts and the Contractor is responsible for the performance of any subcontractor.

(6). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Contractor's performance of the services defined in Section III. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.

(7) The County reserves the right to have full disclosure of names of members of the Board of Directors and the names of their spouses and children. The County reserves the right to determine whether a conflict of interest exists due to relationships between Board members and anyone who stands to benefit from the contract in question.



### SECTION IX: COMPLIANCE WITH LAW

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

(2). The Contractor shall be bound by the terms and conditions of Appendix A attached hereto and made a part hereof.

### SECTION X: TERMINATION OF AGREEMENT

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

(2). In addition to the termination provisions set forth in Paragraph 1 supra, the County shall have the right to terminate this Agreement in whole or in part, if at any time Contractor has failed to comply with any Federal, State or Local health, safety or fire code regulations; or in the event that any license, approval or certification of the Contractor, required by Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and Contractor fails to secure it during the term of this Agreement.

(3). When an agreement is to be terminated pursuant to Paragraph 1 and 2 of this Agreement, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty (60) days from the date of notice, unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty (30) days from the date of notice. In any event, the effective date of termination shall not be later than the Agreement expiration date.

(4). Upon termination or upon expiration of the term of this Agreement pursuant to Paragraphs 1, 2 supra, the County will arrange for the transfer to another Contractor of all public charges then served in the Contractor. In order to reimburse that Contractor for all public charges not transferred by the effective date of termination, the County and Contractor will negotiate an extension of this Agreement prior to the date of termination.

(5). The Contractor shall comply with all County close-out procedures, including but not limited to: account for and refund to the County pursuant to this Agreement; not incur or pay any

further obligation to be reimbursed to it under this Agreement beyond the termination date; and transmit to the County or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any services provided under the terms of this Agreement.

#### SECTION XI: INDEPENDENT CONTRACTOR STATUS

(1). 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's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they shall not 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.

(2). The Contractor warrants and represents that 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. 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.

(3). The Contractor's 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.

(4). The Contractor acknowledges and agrees that its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.

(5). The Contractor shall be paid pursuant to IRS Form 1099, and 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 Domestic Not-For-Profit Corporate status, and with respect to the Assistants, including payroll deductions, workers' 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, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

(6). 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.

(7). 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

Integrated Community Alternatives Network, Inc. (formerly Kids Oneida, Inc.), #23803  
Step Down 4/1/20-3/31/23

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.

(8). 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.

#### SECTION XII: REIMBURSEMENT AND SERVICE FEES

(1). The County shall reimburse the Contractor for provision of Preventive Services in accordance with the claiming procedures and prescribed schedule of fees, if applicable, as set forth in Appendix C of this Agreement and in accordance with State and Federal regulations pertaining to reimbursement of Preventive Services.

(2) 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.

#### SECTION XIII: 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.

(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). Abuse and Molestation coverage must be included.

(c). Oneida 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). Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.

- (a) Coverage for review of cases and resulting professional assessment.
  - (b) Coverage for abuse and molestation.
- (iii). Workers' Compensation and Employers Liability
- (a) Statutory limits apply.
- (iv). 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 an additional insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.
- (v). Commercial Umbrella
- (a) Umbrella limits must be at least \$5,000,000.
  - (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, Workers' Compensation and Employers Liability coverages maintained by the County of Oneida.

(2). 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.

(3). Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates 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.

(4). The Contractor agrees that it shall defend, indemnify, and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, 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.

#### SECTION XIV: MISCELLANEOUS PROVISIONS

(1). This Agreement may not be assigned, transferred or in any way disposed of by the Contractor without first having obtained written approval thereof from the County.

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


(3). If either party elects to commence litigation against the other in connection with any matter relating to or arising out of the 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.

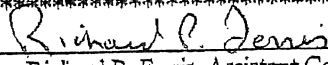
(4). The terms of this Agreement, and any attachments, amendments, addendums, appendices, and schedules annexed hereto, including, but not limited to, Appendix A (New York State Conditions), Appendix B (Standard Clauses for All Oneida County Department of Social Services Contracts), Appendix C (Program Narrative), Schedule A (Covered Service Definitions), Addendum for Standard Oneida County Contracts, and the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement, constitute the entire understanding and agreement of the parties and cancel and supersede 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 any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the parties sought to be bound.

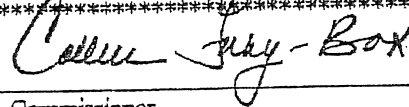
#### XV: ADVICE OF COUNSEL


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.

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

\*\*\*\*\*  
Date: 8/19/20  
Oneida County:   
Anthony J. Picente Jr., County Executive

\*\*\*\*\*  
Approved:   
Richard P. Ferris, Assistant County Attorney

\*\*\*\*\*  
Date: 7/17/20  
Oneida County Department of Social Services:   
Colleen Fahy-Box, Commissioner

\*\*\*\*\*  
Date: 7/16/2020  
Kids Oneida, Inc.:   
Steven Bulger, Executive Director

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

I, the undersigned, an employee of ICAN, (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.

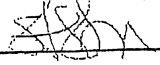
I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

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: Steven Bulger

Signature: 

Title: CEO/Executive Director

Date: 7/16/2020

Witness: 

APPENDIX A  
NEW YORK STATE CONDITIONS

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 fifty 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 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 local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants 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:
  1. By certified or registered United States mail, return receipt requested;
  2. By facsimile transmission;
  3. By personal delivery;
  4. By expedited delivery service; or
  5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from 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 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.
- 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 (3) 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 AGREEMENT, 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 AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
1. 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 AGREEMENT. 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.
  2. 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
  3. 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 this 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 this 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 herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT 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 (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. 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:

1. 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.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. 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 AGREEMENT 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 (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) 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 AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
  1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
  2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
  3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
  4. 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.
  5. 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
  6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
  7. 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, the Department may require as a condition precedent to entering into this AGREEMENT 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 AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, 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 AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a

p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the 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 Department's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet state, federal and Oneida 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 OF 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 local 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, the 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 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. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor 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 subcontractor 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 Contractor's, or its subcontractor'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 any of the Contractor's 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 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 AGREEMENT period or deem this AGREEMENT 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 this AGREEMENT. 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 AGREEMENT 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. If the Department should determine that the Contractor 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:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this 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 this 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 the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. 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;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. 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;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. 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 the 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 insurance 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 the 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 this AGREEMENT, 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 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.

- 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 this AGREEMENT are at the discretion of the Department, which shall supply written notice of such renewal or termination within thirty (30) days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

#### COMPLIANCE WITH LAW

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

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

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the Department. 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.

ICAN  
NAME OF CONTRACTED AGENCY

Steven Bulger, CEO/Executive Director  
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

  
SIGNATURE

7/16/2020

DATE

# 23803

APPENDIX C (PROGRAM NARRATIVE)

Purchase of Services specifications for an Agreement between Oneida County (hereinafter (County) through its Department of Social Services (hereinafter Department), the County being a municipal corporation organized and existing under the Laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, and Integrated Community Alternatives Network, Inc. (ICAN) with its principal offices located at 310 Main Street, Utica, New York 13501 (hereinafter called Contractor).

The Department desires to have a program provided that works with the current ICAN (formerly Kids Oneida) system which offers a variety of less intensive levels of care that allows a child and family to gradually adjust their service frequency and intensity before being discharged. The Step-Down option creates this less costly, less intense option.

The Contractor is qualified to provide such services and has access to appropriate personnel to provide such services.

The County has determined that the amount of funds to be paid to the Contractor is fair and reasonable to provide such services.

I. SCOPE OF SERVICES

1. The Contractor agrees to maintain program capacity to serve 40 individuals and their families. Upon receiving the appropriate referral from the Department, the Contractor will follow the established procedures as outlined in enrollment section of the Integrated Community Alternatives Network, Inc. Policy and Procedure Manual. The Contractor will maintain a no reject or no eject policy. Prior Department approval and plan amendment are needed before Contractor can discontinue services.
2. The Contractor agrees to devise reporting and assessment forms acceptable to the Department as required by law (NYCRR 428).
3. The Contractor agrees to help to encourage all appropriate parties to be present for the case planning/service plan development sessions.
4. The Contractor agrees to conduct treatment meetings as requested by the Department.
5. The Contractor agrees to see all children and families both at home and community locations, i.e. school. Visits must include unannounced visits.
6. The Contractor will provide:
  - A. Linkages to an integrated system of diversions to community-based services.
  - B. Promote the development of community-based services as an alternative to institutionalization.

7. The Contractor agrees to prepare and provide any and all monthly reports or statistical data required pursuant to law, rule or regulation by the County and State Governments pertaining to this contract. The Contractor will provide reports to the Department as requested, monthly and a final statistical report of services provided by the Contractor and all subcontractors under the terms of this Agreement.

## II. PROGRAM DESCRIPTION

### 1. Referral and Census

- A. Contractor's Community Liaison works with various entities throughout our community. The Community Liaison meets weekly with the Department administration to review and receive referrals... Contractor's community liaison also attends TIER meetings through the Oneida County Department of Mental Health. Many of the children presented in TIER meetings are referred through the Department due to their intensive mental health needs.
- B. All Children referred to the Contractor are approved through the Department. When a child is referred, the referral packet shall be reviewed by a Clinical Supervisor who assigns the case to a Family Services Coordinator. Initial contact shall be made with the Family within 24 hours of receipt of the referral packet. The initial face-to-face home visit shall be no later than five (5) business days from the date the referral is received. At the intake appointment, the Family Services Coordinator helps the Family determine which services are required to address each of the areas of need. A team of contracted service providers shall be put in place to provide these services to the Family using a team based and Family focused approach.
- C. Family Service Coordinators shall take a mindful approach in determining which providers should be assigned to a child and Family's team. Family Service Coordinators shall ask questions regarding the Family's likes, dislikes, cultural beliefs/values and personality. A Family's ability to engage with service providers is key to successful treatment so Contractor shall take every step to ensure that providers are a good fit for the child and the Family. Contractor maintains bios of all providers so staff can create a positive match. There are times when providers assigned may not be compatible with a child and/or Family. Contractor has the ability to re-assign providers based on the Family's wishes if concerns cannot be mediated.
- D. Contractor has the ability to provide over 65 different services to children and families. We recognize that every Family's needs are different and a "typical service package may not work for every Family. The provider network provides individual, sibling and peer mentoring, reintegration treatment services for youth returning from out-of-home placement; individual, Family, and group therapy; crisis intervention; vocational skill building and supportive work environments; intensive curfew, and rise and shine supervision; Family skills training; parenting services and many more. These services can be modified, decreased or added at any time throughout the services case.

## 2. Assessment & Service Delivery

- A. The program's primary focus shall be keeping families together. The program shall offer flexible programming, individualized planning, cross-system collaboration, strength based services delivery and Family focused services. These components are critical to engaging families and keeping children in the community.
- B. Contractor has offices at 310 Main Street in Utica, New York. Sixteen (16.5) full and one part time Family Services Coordinators shall be located at the Utica office. Two Family Services Coordinators shall have office space at Madison Oneida BOCES in order to provide collaborative and comprehensive services to some of our most at-risk youth. These Family Services Coordinators shall be the primary case workers for all clients attending this alternative school. Services shall be provided throughout Oneida County by both case work staff and providers.
- C. Contractor's services shall be available during business and non-business hours. Each Family has a team of providers that they can utilize in times of need. Types of such services are listed in Appendix C. If providers are not available, Contractor shall have an on-call crisis line available evenings, weekends and holidays, to which families can call and a trained provider will respond either by phone or by going to the home. This service ensures that families have support 24 hours a day 7 days a week. Every child enrolled in the program shall have a working crisis plan that is available not only to the Family and the team, but also to the crisis team. This plan shall outline what a child's triggers are and what de-escalation techniques may work best to calm a child. It shall also outline specific steps to take if further assistance is required. This plan is developed at monthly team meetings with child and Family input which is necessary to make any plan successful.

## 3. Evaluation Tools

- A. All children enrolled in the program shall receive a psychosocial assessment by a licensed mental health practitioner upon admission. This document assists the team in understanding a child's history, other services or interventions that have been provided and recommendations for treatment planning. Children in the program shall also have the opportunity to see a psychiatrist for purposes of psychiatric evaluation and on-going treatment.
- B. All children referred to Contractor shall initially be assessed using the Child and Adolescent Functional Assessment Scale (CAFAS). This comprehensive scale is used to measure how a child functions in several domains including home, school, community, behavior, moods and emotions, suicidal behavior, thinking and substance abuse. There are also sections that measure caretaker resources. Children shall initially be assessed using this instrument within the first thirty (30) days of admission, and every ninety (90) days thereafter. Significant improvements in functioning are measured by a 20 point decrease in overall scores from admission to discharge.

#### 4. Treatment Planning

- A. The CAFAS scores shall help to determine goals within each child's plan of care. Every child shall have a working Plan of Care (POC) during their time with the program. POCs are treatment plans that identify goals and what each member of the team, including the child and Family will do to reach these goals. An admission treatment plan that provides a summary of the child based on the referral shall be completed within twenty-four (24) hours of receipt of the referral. Initial POCs shall be implemented within the first thirty (30) days in the program, and every ninety (90) days thereafter, or as they need modifications (i.e. after a hospitalization, significant event in the Family etc.). POCs shall be strength based and individualized. Goals shall be developed at monthly team meetings with the child, Family, family service coordinator, team members and other natural supports.

#### 5. Team Meetings

- A. Family Service Coordinators shall facilitate monthly team meetings for every child enrolled in the program. Participants at this meeting shall be determined by the Family. At minimum, the parent and child shall be involved. Family Service Coordinator's shall encourage families to invite other Family members, natural supports or agency representatives that they work with. Team meeting are implemented as a way to give everyone a voice; identify strengths of the child, Family and team; develop goals and discuss progress. Each member of the team identifies what specific role they are going to play in assisting a child and Family in meeting their goals. Everyone has a responsibility and the team holds each other accountable in meeting these responsibilities. All treatment decisions shall be made at these meetings with everyone present.

Every six months, Family Service Coordinators complete the Family Assessment Service Plan (FASP) in the Connections System, which details who received which services, outlines a service plan for each child, shares concerns, and details how such concerns will be addressed.

#### 6. Contact with Families

- A. Family Services Coordinators shall meet with identified clients and families minimally twice per month to assess safety, coordinate services, and ensure the treatment plan is being implemented, and to ensure that individualized needs are being met. Contractor's contracted providers meet with the identified child and their Family as determined by the treatment plan. Family Services Coordinators and providers shall work collaboratively with other agencies and organizations to provide a comprehensive service package. Family Services Coordinators also have the ability to assist with scheduling appointments, completing referrals, attend court appearances and help to advocate for the children and families they work with.

#### 7. Transportation and Referrals

- A. Family Services Coordinators shall work with families to determine what services may be

needed that cannot be provided through our provider network (i.e. mental health treatment for parents and siblings, substance abuse treatment etc.). Family Services Coordinators shall assist in making referrals to other agencies and in coordinating on-going participation. Transportation is often one of the largest barriers to treatment that the families face. Family Services Coordinators shall work with families to identify possible methods of transportation through public transport, Medicaid transport or natural supports. When this is not available, Contractor shall provide transportation to children and families for appointments and meetings.

#### 8. Parent Partners

Parent Partners shall be available to the Step-down program families on an as needed basis. Parent Partners work as part of the multidisciplinary team and shall provide support and assistance through advocacy and family support. Their life knowledge and skills are brought to the position to enhance the team effort to deliver assistance to the Family as they explore goals they want to achieve. Parent Partners shall encourage Family participation in appropriate services, model effective parenting skills and provide outreach to ensure that families served will not escalate to high risk cases. Contractor's Parent Partner program hosts a bi-weekly parent support group available to all parents in the community. The group focuses on support of parents who may be struggling with similar parenting issues as well as enhancing the skills of the parents in our community. Several parents, both past and current, who have been enrolled in the program are involved in the parent support group.

9. Wraparound
- A. Every service, intervention and interaction that the program provides is based on the philosophy of Wraparound. Wraparound is recognized as a "best practice" at both the state and federal levels in relation to systems of care of severely emotional disturbed youth. The ten principles of Wraparound that guide these programs are:
- Family voice and Choices: Family and youth/child perspectives are intentionally elicited and prioritized during all phases of the wraparound process. Options and choices of families are incorporated whenever possible.
  - Team Based: the team consists of individuals agreed upon by the Family and committed to them through informal, formal and community support and service relationships.
  - Natural Supports: the team actively seeks out and encourages the full participation of team members drawn from Family members and networks of interpersonal and community relationships. The wraparound plan reflects activities and interventions that draw on sources of natural support.
  - Collaboration: team members work cooperatively and share responsibility for developing, implementing, monitoring and evaluating a single wraparound plan. The plan reflects a blending of team members' perspectives, mandates and resources. The plan guides and coordinates each team members work towards meeting the team's goal.
  - Community-Based: the team implements service and support strategies that take place in the most inclusive most responsive, most accessible and least restrictive settings possible, and that safely promote child and Family integration into home and community life.
  - Culturally Competent: the process demonstrates respect for and builds on the values, preferences, beliefs, culture and identity of the child and Family and their community.
  - Individualized: to achieve the goals laid out in the wraparound plan, the team develops and

- implements a customized set of strategies, supports and services.
- **Strength-Based:** the process and plan identify, build on and enhance the capabilities, knowledge, skills and assets of the child and Family, their community and other team members.
  - **Persistence:** despite challenges, the team persists in working toward the goals included in the wraparound plan until the team reaches agreement that a formal wraparound process is no longer required.
  - **Outcome Based:** the team ties goals and strategies of the wraparound plan to observable or measureable indicators or success, monitors progress in terms of these indicators, and revises the plan accordingly.

B. Outcome/Measurements for Step-Down Program:

- Outcome # 1: All children (which include siblings of the identified child who reside in the household) with mental health or significant behavioral difficulties will have access to specialized community services in order to lessen the likelihood of an out-of-home placement.
- Performance: Community-based services will address the child's specific needs and prevent the necessity of an out-of-home placement or prevent a child from requiring a higher level of service.
- Measurement: 80 % of the children referred for prevention of placement will remain in the home of their caretaker for a period of 12 months from the time the service is implemented.

#### IV. REIMBURSEMENT & PROGRAM COMPLIANCE

1. Services will be billed on a per slot basis as follows: The Contractor will service a maximum of 40 slots at any given time. For the term of April 1, 2020 through March 31, 2021 the County will reimburse the Contractor \$1,195.00 per utilized slot per month. For the term of April 1, 2021 through March 31, 2022 the County will reimburse the Contractor \$1,219.00 per utilized slot per month. For the term of April 1, 2022 through March 31, 2023 the County will reimburse the Contractor \$1,243.00 per utilized slot per month. If a slot is filled at least 21 days per month the contract will receive the full monthly rate. If a slot is utilized less than 21 days in a month that slot will be prorated to a daily rate.

A separate rate is available for the provision of services to a sibling of the identified child in the program who requires a level of service beyond regular case planning and/or involvement in family support or treatment services, i.e. for the provision of extreme services such as multiple placements which would be referred by the Department. Service will be billed per sibling at a monthly rate of \$100.00 for the term of April 1, 2020 through March 31, 2021, \$105.00 for the term of April 1, 2022 through March 31, 2023, and \$110.00 for the term of April 1, 2022 through March 31, 2023.

The maximum amount allowed for year one (1) for this service is \$621,600.00. The maximum amount allowed for year two (2) for this service is \$635,520.00. The maximum amount allowed for year three (3) for this service is \$649,440.00. It is expressly understood that this rate shall be

an all-inclusive amount for the enrolled child and involved Family members. The maximum children at any given time shall be 40. The total maximum reimbursement to Contractor for the term of this Agreement shall not exceed \$1,906,560.00.

2. Pursuant to law, the Contractor will keep accurate records for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her Family, including the date such services were provided. The Contractor shall make such reports to the Department on the current status and progress of each recipient of service at intervals required.

3. All information contained in the Contractor's files shall be held confidential pursuant to the applicable provision of the Social Services Law and any State 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 such records shall not be disclosed except as authorized by law.

4. The Commissioner of Social Services reserves the right to evaluate the job performance of the individuals chosen by Contractor to perform work under this agreement and may request such individual be relieved of his duties and another person chosen in his place for services provided through this agreement. The ultimate decision(s) regarding staffing under this program shall remain with the Contractor.

5. Where subcontractors are permitted, they are subject to Federal and State requirements and the Contractor is responsible for the performance of any subcontractor.

#### V. TRAINING

1. The Contractor shall not be required to attend or undergo any training by the Department, other than those trainings mandated by Federal, State or local law or regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or local law or regulations necessary to perform the services described herein, the 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.



**SCHEDULE "A" Covered Service Definitions**  
**Service Provisions for Individual Needs**  
Revised 1/1/18

**Covered Service: Assessment Outpatient** **Service Code: 5000**

**Service Description:** Neurological, psychiatric, psychological, developmental, functional behavioral and learning disability evaluations by a qualified professional on an outpatient basis.

**Credentials:** Licensed Physician, Licensed Psychologist, Licensed Social Worker (LCSW)

**Unit Type:** Hourly

**Contracted Rate:** Physician TBD, \$140 PHD Psychology, \$106 Licensed Social Worker

**Covered Service: Individual Therapy** **Service Code: 5100**

**Service Description:** Goal-directed, face-to-face therapeutic intervention (including insight-oriented, behavior modifying, or supportive psychotherapy) with the enrolled client which focuses on the mental health/behavioral/emotional needs of the client.

**Credentials:** Licensed Psychologist, Licensed Social Worker (LMSW-supervised/LCSW), MFT, Licensed Mental Health Counselor

**Unit Type:** Hourly

**Contracted Rate:** \$140 Psychologist, \$106 Social Worker, MFT, Licensed Mental Health Counselor

**Covered Service: Family Therapy** **Service Code: 5110**

**Service Description:** Goal-directed, face-to-face therapeutic intervention with the minimum of two family members that may include the enrolled client. Services may be in a clinic setting, school, or home.

**Credentials:** Licensed Psychologist, Licensed Social Worker (LMSW-Supervised/LCSW), MFT, Licensed Mental Health Counselor

**Unit Type:** Hourly

**Contracted Rate:** \$140 Psychologist, \$106 Social Worker, MFT, Licensed Mental Health Counselor

**Covered Service: Group Therapy** **Service Code: 5120**

**Service Description:** Goal-directed, face-to-face therapeutic intervention with the enrolled client and one or more clients who are treated at the same time that focuses on the mental/behavioral/emotional needs of the clients in the group.

**Credentials:** Licensed Psychologist, Licensed Social Worker (LMSW-Supervised/LCSW), MFT, Licensed Mental Health Counselor

**Unit Type:** Hourly

**Contracted Rate:** Per Individual Contract

**Covered Service: Special Therapy**

**Service Code: 5130**

**Service Description:** Goal-directed, face-to-face non-traditional therapeutic intervention with the child and one or more children who are treated at the same time that focuses on the mental/behavioral/emotional needs of the children in the group.

**Credentials:** Certified Creative Art Therapists

**Unit Type:** Hourly

**Contracted Rate:** Per Individual Contract

**Covered Service: Skill Building Group**

**Service Code: 5131**

**Service Description:** Goal-directed, face-to-face non-traditional group that coach and/or train the child and one or more other children who are treated at the same time that focus on the children in the group.

**Credentials:** 1,000 hours experience with SED Children with experience in related areas.

**Unit Type:** Hourly

**Contracted Rate:** Per Individual Contract

**Covered Service: Crisis Intervention and Treatment**

**Service Code: 5140**

**Service Description:** Immediate on-site (home, school, community) therapeutic response, available 24 hours per day, which involves face-to-face or direct telephone contact with enrolled client exhibiting acute psychiatric symptoms, and their families and other collaterals to alleviate the problems which if untreated present an immediate threat to clients or others.

**Credentials:** 1,000 hours experience with SED Children

**Unit Type:** Hourly

**Contracted Rate:** \$100 per hour

**Covered Service: School Based Intervention Services**

**Service Code: 5170**

**Service Description:** Service for providers to serve as a behavior specialist and/or care coordinator in school based programs during staff absences. Providers will work with youth throughout the school day, in accordance with their plan, in their designated classroom.

**Credentials:** 1,000 hours experience with SED Children

**Unit Type:** Hourly

**Contracted Rate:** Per Individual Contract

**Covered Services: Reintegration Treatment Services**

**Service Code: 5210**

**Service Description:** Services specifically designed to focus on the reintegration of a child into the family/surrogate family home after a placement in a hospital, residential treatment center, group home or any out-of-home placement.

**Credentials:** 2,000 Hours Experience with SED Children and completion of the Kids Onelida Reintegration Treatment Services training or equivalent

**Unit Type:** Hourly

**Contracted Rate:** \$65 per hour

**Covered Service: Behavioral Management Services** **Service Code: 5240**

**Service Description:** Behavioral strategy program designed to meet behavioral objectives. Provide ongoing interventions that support the child and family in implementing the Plan of Care. This service reinforces the desired behavioral or cognitive changes by assisting the child and family in application of clinical treatment plans and strategies. Crisis response duties may be negotiated on a case by case basis. The service should be: 1.) planned 2.) working on skill building and behavior changes 3.) goal and outcome oriented.

**Credentials:** 2,000 Hours Experience with SED Children and completion of the Kids Oneida Behavior Management training or equivalent.

**Unit Type:** Hourly

**Contracted Rate:** \$55 per hour

**Covered Service: Respite Service-Daily** **Service Code: 5410**

**Service Description:** Respite care refers to appropriate temporary care (usually day, overnight or longer), that is provided to a child in order to sustain the family structure or to meet the planned needs of the child. The placement that is expected not to exceed 21 days.

**Credentials:** Licensed/Certified Provider

**Unit Type:** Daily

**Contracted Rate:** \$100 per day

**Covered Service: Respite Service-Hourly** **Service Code: 5411**

**Service Description:** Hourly respite care refers to appropriate temporary care that is provided to a child in order to provide the family/guardian with support/relief, that otherwise could result in the child's removal. This service can be provided to more than one child in a group setting.

**Credentials:** 1,000 Hours Experience with SED Children

**Unit Type:** Hourly

**Contracted Rate:** \$25 per hour

**Covered Service: Teachers Aid** **Service Code: 5521**

**Service Description:** A service delivered to an enrolled child during the school day to assist in preventing behavioral problems that otherwise, if unmonitored, could result in suspension from school.

**Credentials:** Licensed Teacher or 1,000 hours experience with SED children

**Unit Type:** Hourly

**Contracted Rate:** \$40 Licensed Teacher, \$25 Other Qualified Provider

**Covered Service: Parent Aid** **Service Code: 5522**

**Service Description:** Services provided in the home/community that focus on the need of the parent for instruction and skill development to maintain or enhance parental functioning.

**Credentials:** 1,000 Hours Experience with SED

**Unit Type:** Hourly

**Contracted Rate:** \$40 per hour

**Covered Service: Tutoring** **Service Code: 5523**

**Service Description:** Service provided to assist a child in achieving or maintaining age-appropriate academic skills as indicated on the client's IEP/report card or recommendations from teacher.

**Credentials:** Licensed Teacher or 1,000 hours experience with SED Children

**Unit Type:** Hourly

**Contracted Rate:** \$40 Licensed Teacher, \$25 Other Qualified Provider

**Covered Service: Mentoring** **Service Code: 5524**

**Service Description:** Service provides a structured one-to-one relationship or partnership that focuses on the needs of the mentored child in achieving a treatment goal. It encourages youth to develop to their fullest potential and helps that youth develop a vision for the future.

**Credentials:** 1,000 Hours of experience with SED Children

**Unit Type:** Hourly

**Contracted Rate:** \$45 per hour

**Covered Service: Life Coach** **Service Code: 5526**

**Service Description:** Services that provide help in initiating or maintaining a community-based placement including supportive counseling, help finding an apartment, case management services to client and family members, etc., when provided by a person other than a service coordinator.

**Credentials:** 2,000 Hours Experience with SED Children

**Unit Type:** Hourly

**Contracted Rate:** \$55 per hour

**Covered Service: Family Skills Training Group** **Service Code: 5528**

**Service Description:** Structured family activity designed to increase the ability of families to be successful in the community while helping to improve their relationships. Support is offered through a variety of activities such as; problem solving, social skills, development of play skills and cooperation.

**Credentials:** 1,000 Hours Experience with SED Children and Parents

**Unit Type:** Hourly

**Contracted Rate:** \$55 per hour

**Covered Service: Overnight Supervision** **Service Code: 5532**

**Service Description:** Provides overnight supervision to ensure safety of an enrolled child.

**Credentials:** 1,000 Hours experience with SED Children

**Unit Type:** Hourly

**Contracted Rate:** \$60 per hour

**Covered Service: Child/Family Supervised Visitation** **Service Code: 5533**  
**Service Description:** Provides monitoring/supervising court order visitation between enrolled child and family members or individually identified by family court judge.  
**Credentials:** 1,000 Hours Experience with SED children  
**Unit Type:** Hourly  
**Contracted Rate:** Per Individual Contract

**Covered Service: Group Recreation** **Service Code: 5535**  
**Service Description:** Group Recreation for one or more enrolled children siblings.  
**Credentials:** 1,000 Hours Experience with SED Children  
**Unit Type:** Hourly  
**Contracted Rate:** \$25 per hour

**Covered Service: Vocational Skill Building** **Service Code: 5537**  
**Service Description:** Assist child adjust to work place. Duties will vary based on need of child and requirements of employer. Skill Builder may work with child on social interaction, personal hygiene, motivation and task oriented behavior.  
**Credentials:** 1,000 Hours Experience with SED Children  
**Unit Type:** Hourly  
**Contracted Rate:** \$40 per hour

**Covered Service: Rise & Shine Supervision** **Service Code: 5538**  
**Service Description:** Service provides face-to-face supervision prior to scheduled school day, to child with high-risk truancy issues and/or behaviors that would otherwise result in school suspensions. Service requires daily logs and communications with school personnel if client is unable or unwilling to attend school.  
**Credentials:** 1,000 Hours Experience with SED Children  
**Unit Type:** Each  
**Contracted Rate:** \$50 Each

**Covered Service: Supportive Work Environments** **Service Code: 5560**  
**Service Description:** Provides support and supervision to youth in a group work setting to develop job readiness. Service also includes career planning and job placement.  
**Credentials:** 2,000 hours of experience with SED children with experience in vocational rehabilitation  
**Unit Type:** Hourly  
**Contracted Rate:** Per Individual Contract

**Covered Service: Transportation** Service Code: 5570  
Service Description: Provides transportation of enrolled client or family members to and from scheduled appointments.  
Credentials: 1,000 hours of experience with SED children  
Unit Type: Hourly  
Contracted Rate: \$35 per hour

**Covered Services: Discretionary Recreation/Personal** Service Code: 5585  
Service Description: Provides various recreational/personal activities for a rate of up \$30.00 per month per child.  
Unit Type: Dollar Amount  
Contracted Rate: \$1 per unit

**Covered Service: Curfew-Phone** Service Code: 5600  
Service Description: Telephone contact to monitor curfew compliance. Provider should speak directly to child and collateral contact if possible.  
Credentials: Contracted Provider  
Unit Type: Each  
Contracted Rate: \$10 each

**Covered Service: Curfew Face-to-Face** Service Code: 5610  
Service Description: Face-to-face contact to ensure curfew compliance. Court Ordered or clinical approval prior to FSC authorization  
Credentials: Contracted Provider  
Unit Type: Each  
Contracted Rate: \$50 each

**Covered Service: Interpreting Service** Service Code: 5630  
Service Description: Service to be used as a way to facilitate team communication and to assist with clinical issues. Service cannot be billed while working simultaneously in another capacity.  
Credentials: Demonstrated Fluency  
Unit Type: Hourly  
Contracted Rate: Per Individual Contract

**Covered Service: Parent Partner** Service Code: 5640  
Service Description: Parent Partners work as part of multidisciplinary teams and provide support and assistance through advocacy and family support. Their life knowledge and skills are brought to the position to enhance the team effort to deliver assistance to the family as they explore the goals they would like to achieve. Parent Partners encourage family participation in appropriate services, model effective parenting skills, and provide outreach to ensure that families served will not escalate to high risk cases.  
Credentials: Life experience as a caregiver for individuals with severe emotional disabilities.  
Unit Type: Hourly  
Contracted Rate: \$40 per hour

ADDENDUM -STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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.

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. CERTIFICATIONS 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:

- i. 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.
  - ii. 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.
  - iii. 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,
- i. 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 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 or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, 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;

ii. 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:

i. 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 ongoing 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), above;

D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and 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 paragraph (D)(2), above, 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), above.

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

i. 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

ii. 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:
  - i. 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;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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:

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

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. 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;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. 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

- ix. 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 permanently 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:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. 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
  - iii. 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 any 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 of the Labor Law, 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 monies 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 of the Labor Law, 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 Articles, 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 certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its 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; and (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 knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (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. 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 pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) 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. (ii) 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 acquired 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 sole 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 for 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 sole responsibility of the Contractor to establish 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 made 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 requested to be made or has been 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 to 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 or Contractor, or any person signing on behalf of any bidder or 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

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or 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 or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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 or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

#### 19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

i. Upon all real property owned or leased by the County of Oneida; and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

# Appendix D

## 2. Monthly Per Child Rates

### A. Intensive: Rate Per Month

The following rates are per month per child enrolled in the Intensive Clinical Case Management Services and it is understood that this is an all-inclusive amount for the child enrolled and for family members, with the exception of siblings.

YEAR	RATE PER CHILD PER MONTH
Year 1	\$1,977
Year 2	\$2,016
Year 3	\$2,056
Year 4	\$2,097
Year 5	\$2,139

### B. Transitional: Rate Per Month

The following rates are per month per child enrolled in the Transitional Case Management Services and it is understood that this is an all-inclusive amount for the child enrolled and for family members, with the exception of siblings.

YEAR	RATE PER CHILD PER MONTH
Year 1	\$1,195
Year 2	\$1,219
Year 3	\$1,243
Year 4	\$1,268
Year 5	\$1,294

### C. Sibling: Rate Per Month

The following rates are per month per sibling of children enrolled in the Transitional or Intensive Case Management Services. This is an additional add on that can be opted into at the discretion of the County.

YEAR	RATE PER SIBLING PER MONTH
Year 1	\$100
Year 2	\$105

Year 3	\$110
Year 4	\$115
Year 5	\$120

### 3. Acceptance of Cost for Out of Home Placement

For KO Intensive Services, ICAN understands and accepts financial responsibility for the cost of any out of home placements for the first 60 days of placement of any child who has entered this program. After 60 days, the child will be disenrolled from the program and will become the financial responsibility of the Department of Social Services. The costs that we agree to support include any and all expenses associated with residential care including, but not limited to, room/board, tuition, transportation, and clothing and medical expenses.



# ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR  
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH  
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

May 11, 2023

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

FN 20 23-187

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

Attached for your review is an Agreement between Oneida County through its Health Department and Dr. Namassivaya, who will provide medical consultations for the Health Department's Diagnostics and Treatment Clinic programs, Tuberculosis, STD clinic, nurse practitioner meetings, hearing and vision scans, communicable diseases, immunization clinic, home visits, emergency response planning, quality assurance committee, and media relations as the Medical Director.

This Agreement shall be in effect starting July 1, 2023, and remain in effect for two years, through June 30, 2025. Reimbursement will be \$75,000.00 per year, totaling to \$150,000.00.

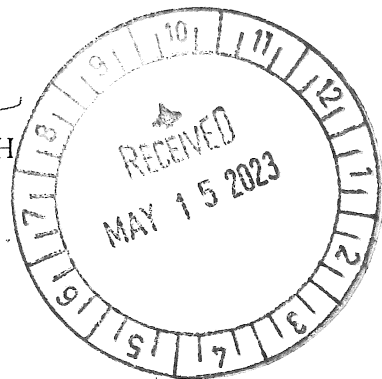
This is a contract mandated by Public Health Law

Please feel free to contact me at 315-798-5220 or by e-mail at [dgilmore@ocgov.net](mailto:dgilmore@ocgov.net) should you require additional information.

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

Respectfully,

Daniel W. Gilmore, Ph.D., MPH  
Public Health Director



Attachments

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

Anthony J. Picente, Jr.  
County Executive

Date 5-11-23

ADMINISTRATION  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH  
ADIRONDACK BANK BLDG., 4<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES  
406 ELIZABETH ST. UTICA, NY 13501  
TEL: (315) 798-5748 • FAX: (315) 798-1057



Oneida Co. Department: Public Health

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Devayani Namassivaya. MD  
5380 Eureka Road  
Rome, NY 13440

**Title of Activity or Service:** Engagement of Dr. Namassivaya to be the Oneida County  
Medical Director

**Proposed Dates of Operation:** July 1, 2023 – June 30, 2025

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

**Summary Statements**

**1) Narrative Description of Proposed Services**

Medical consultations for the following areas and programs: Tuberculosis, STD clinic, nurse practitioner meetings, hearing and vision scans, communicable diseases, immunization clinic, home visits, emergency response planning, quality assurance committee, and media relations.

**2) Program/Service Objectives and Outcomes:** A qualified, licensed medical consultant will provide educated informed decision making using best medical practices.

**3) Program Design and Staffing:** NA

**Total Funding Requested:** \$150,000.00

**Expense Accounts:** A4010.195, A4011.195, A4012.195, A4021.195, A4092.195

**Revenue Account** A3481, A3401

**Oneida County Dept. Funding Recommendation:** \$150,000.00

**Proposed Funding Sources:** 64% County 36% State

**Cost Per Client Served:** varies

**Past Performance Data:** NA

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

**Mandatory Services:** Yes

## Agreement

### **Medical Director - Consultation Services**

**THIS AGREEMENT** by and between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, with its offices located at 800 Park Avenue, Utica, New York, hereinafter referred to as the "County," by and through its HEALTH DEPARTMENT, located at 185 Genesee Street, Utica, New York, hereinafter referred to as the "Agency," and Devayani Namassivaya M.D., a licensed physician qualified in New York State residing at 5380 Eureka Road, Rome, NY 13440, hereinafter referred to as the "Contractor."

### **WITNESSETH**

**WHEREAS**, the Agency is required to contract with a duly licensed physician to act as a Medical Consultant to the Agency pursuant to 10 NYCRR Part 11; and

**WHEREAS**, the Contractor warrants that she is presently a duly licensed physician within New York State, and agrees to retain all necessary licensure and registrations during the term of this Agreement; and

**WHEREAS**, the Contractor is willing and able to provide the services described herein and the Agency has deemed the compensation to be fair and reasonable;

**NOW, THEREFORE**, it is mutually agreed between the Contractor and the County as follows:

**1. TERM:**

This Agreement shall be effective from July 1, 2023 through June 30, 2025 unless earlier terminated as provided hereafter.

**2. SCOPE OF SERVICES:**

The Contractor shall provide the Agency with medical consultation regarding the following areas and programs:

- a. Tuberculosis ("TB"): The Contractor shall review reports and charts regarding patients with TB who are treated at the Agency's Diagnostic and Treatment Clinic ("Clinic"). Upon review of said reports and charts the Contractor shall provide recommendations for treatment of said patients. The Contractor shall conduct physical examinations of TB patients as may be medically indicated and shall dispense TB medications when requested by the Agency. The Contractor shall review and sign the Clinic's policies and procedures on an annual basis. The Contractor shall also, when appropriate, sign standing orders for blood work for the Clinic's TB patients.
- b. Nurse Practitioner: The Contractor shall attend quarterly meetings with the Clinic's nurse practitioners to review and discuss Clinic issues.
- c. Hearing and Vision Screening Exams: The Contractor shall review, when requested by the Agency, hearing and vision screening exams of Oneida County

911 Call Center employees referred to the Clinic which are performed by registered nurses.

- d. Communicable Diseases (“CD”): The Contractor shall provide medical advice during times of CD outbreaks, or at other times when the Agency’s CD staff needs medical advice. In the course of advising the Agency regarding CD management, the Contractor shall confer, as needed, with staff from the New York State Department of Health (“NYSDOH”). When this occurs, the Contractor shall notify the Agency in writing of such communication and any resulting action that the NYSDOH may recommend or undertake as a result.
- e. Immunization Clinic: The Contractor shall provide non-patient specific standing orders and review protocols for public immunizations as allowed by New York State Education Department. Additionally, the Contractor shall provide an annual review of the Agency’s “Immunization Policy and Procedures.” The Contractor may also meet with the Agency’s Immunization Coordinator periodically to discuss vaccine issues and make recommendations.
- f. Licensed Home Care Services Agency (“LHCSA”): The Contractor shall provide an annual review of the Agency’s “LHCSA Policy and Procedures” in order to permit the Agency to perform home visitation through its TB, Immunization, and Rabies programs and, therefore, maintain its certification as a LHCSA.
- g. Public Health Emergency Response and Planning (“PHERP”): The Contractor shall provide medical consultation regarding PHERP and implementation as requested by the Agency’s Director of Health. This consultation may include:
  - 1. Assisting in the development and/or review of response and planning documents that have a medical component;
  - 2. Developing materials for the medical community relating to bioterrorism and epidemiology;
  - 3. Participating in presentations to health care providers and first responders; and
  - 4. Attending meetings relating to the medical aspects of public health response (e.g., County-wide and Agency emergency preparedness) and epidemiology.
- h. Media Relations: The Contractor shall be available to discuss medical issues pertinent to the Agency with the news media, as requested by the Agency’s Director of Health. When speaking to the news media on behalf of the Agency, the Contractor shall limit remarks to medical and public health issues. The Contractor may write health related articles for publishing in various monthly circulars. If an article written by the Contractor relates to work performed pursuant to this Agreement, then such article shall be reviewed and approved by the Agency’s Director of Health and the Agency’s Director of Clinical Services prior to submission for publishing.
- i. Physical Attendance: The Contractor shall be in physical attendance in the offices of the Agency as needed by the Agency from time to time.
- j. Quality Assurance Committee: The Contractor shall serve on and shall regularly attend the meetings of the Agency’s Quality Assurance Committee.
- k. Miscellaneous: The Contractor shall perform for the Agency any other duties that are or may be required by the Oneida County Charter, the Oneida County

Administrative Code, the Oneida County Sanitary Code, the statutes of the State of New York and the United States, all applicable codes, rules, regulations, and protocols, and any other requirements not specifically listed here. Performance of these miscellaneous duties shall be pre-approved by the Agency's Director of Health.

**3. PERFORMANCE OF SERVICES:**

- a. The Contractor represents that she 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 her best efforts to perform the services such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the method, details and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of same.
- b. The Contractor acknowledges and agrees that she has no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written consent of the County.

**4. PAYMENT:**

- a. For the services provided, the County shall pay the Contractor \$75,000.00 per year, totaling \$150,000.00.

**5. CONFIDENTIALITY:**

- a. All information contained in the Agency's and the Contractor's files shall be held confidential pursuant to the applicable provision of the New York State Public Health Law and State Department Regulations, as well as any other applicable federal, state and local laws, rules and regulations, and shall not be disclosed except as authorized by law. The Contractor shall maintain the confidentiality of all financial and/or patient information with regard to services provided under this Agreement in conformity with the provisions of applicable federal, state, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this Agreement.
- b. The Contractor shall hold in strict confidence all patient records and disclose information and data in such records only to persons or entities as authorized or required by law or pursuant to a court order, or by written consent of the patient or the patient's representative, it being acknowledged and agreed that the Agency shall have sole responsibility for responding to patient requests for access to medical records.

**6. INSURANCE & INDEMNIFICATION:**

- a. The Contractor shall purchase and maintain Medical Malpractice and/or Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.
- b. Workers' Compensation and Employer's Liability Insurance. In the event the Contractor engages any employees, leased employees, volunteers or subcontractors, the Contractor shall be required to obtain Workers' Compensation and Employer's Liability Insurance coverage at statutorily required limits.
- c. Certificates of Insurance: Prior to the start of any work the Contractor shall provide certificates of insurance to the County that show proof of the insurance coverage required above. The Contractor shall supply the County with new certificates of insurance if and when each of the required insurance policies expires and is renewed by the Contractor.
- d. Waiver of Subrogation. The 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 Medical Malpractice/Professional Liability, or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
- e. The Contractor agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Contractor and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Contractor or failure on the part of the Contractor to comply with any of the covenants, terms or conditions of this Agreement.
- f. The Contractor agrees to make no claim for damages for delay occasioned by an act or omission of the County or the Agency.

**7. INDEPENDENT CONTRACTOR STATUS:**

- a. It is expressly agreed that the relationship of the Contractor to the County shall be that of an Independent Contractor. The Contractor shall not be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with her status as an Independent Contractor, covenants and agrees that she will conduct herself in accordance with such status, that she will neither hold herself out as, nor claim to be, an officer or employee of the County or the Agency by reason thereof and that she 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 or the Agency.
- b. The Contractor warrants and represents that she 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. 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 her services available to the public.

- c. The Contractor shall not be eligible for compensation from the County due to
  - 1. illness;
  - 2. absence due to normal vacation; or
  - 3. absence due to attendance at school or special training or a professional convention or meeting.
- d. The Contractor acknowledges and agrees that she shall not be eligible for any County employee benefits, including retirement membership credits.
- e. The Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to her under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's form of business organization. Neither the County nor the Agency shall be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Contractor shall indemnify and hold the County and the Agency 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 regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

**8. SUBCONTRACT:**

The Contractor shall not assign her rights or obligations under this Agreement, or subcontract with or employ another to provide the services described in this Agreement.

**9. PERFORMANCE MONITORING:**

- a. The Agency shall monitor the performance of services on a monthly basis by means of both regular meetings and a review of monthly reports submitted by the Contractor to ensure that the Agency is receiving the provision of services as described herein.
- b. The Agency shall monitor services to ensure they are consistent with professional standards of care, the patient's plan of care, and regulations of the NYSDOH.

**10. EXCLUSIVITY:**

- a. The Agency retains the right to reassign patients to other contactors or its own employees.

- b. The Agency retains the right to contract with other independent contractors for such services which are the same as or similar to those provided by the Contractor, or to provide such services to its patients through its own employees.
- c. The Contractor retains the right to provide services directly or indirectly through contract with another agency, to persons who are not patients of the County.

**11. TERMINATION:**

- a. This Agreement may be terminated by either party by that party providing the other party at least thirty (30) calendar days' prior written notice of termination. However, in the event the Contractor defaults in the performance of any of her obligations under this Agreement, the Agency may terminate the Agreement effective upon written notice served at any time upon the Contractor.
- b. Upon notice of termination, the Contractor shall immediately submit to the Agency all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.
- c. Upon notice of termination, the Contractor shall immediately deliver to the County all records, patient charts, case files and any other documents which may be in her possession as a result of her services under this Agreement.

**12. ENTIRE AGREEMENT:**

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, including the Standard Oneida County Conditions Addendum, constitute the entire understanding and agreement of the parties and cancel and supersede 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 any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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

ONEIDA COUNTY

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

DATE: \_\_\_\_\_

CONTRACTOR

BY: Namassivaya  
Devayani Namassivaya, M.D.

DATE: May / 1 / 2023

APPROVED

BY: \_\_\_\_\_  
Ellen S. Rayhill, Asst. County Attorney



ONEIDA COUNTY HEALTH DEPARTMENT

REQUEST FOR PROPOSALS

FOR

**Medical Consultant**

RFP #2023-327

ONEIDA COUNTY HEALTH DEPARTMENT

185 Genesee Street

UTICA, NEW YORK 13501

DANIEL W. GILMORE, Ph.D., MPH

DATE: \_\_\_\_\_

\_\_\_\_\_  
Daniel W. Gilmore, Ph.D., MPH, Director  
Oneida County Health Department

**It is understood and agreed by the Vendor that:**

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Vendor or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Vendor.
3. Submission of a proposal will be deemed to be the consent of the Vendor to any inquiry made by the County of third parties with regard to the Vendor's experience or other matters relevant to the proposal.
4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.
6. Any significant revision of the approved proposal shall be requested in writing by the Vendor prior to enactment of the change.
7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.
8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Vendors acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Vendors are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

\_\_\_\_\_  
Legal Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL**

## **I. DETAILS**

### **A. RFP TECHNICAL DETAILS**

Sealed Proposals, subject to the conditions contained herein, will be received by the ONEIDA COUNTY HEALTH DEPARTMENT until 3:00 P.M., local time on Wednesday, March 1, 2023, for:

#### **RFP #2023-327 MEDICAL CONSULTANT**

Specifications MUST be RECEIVED from the Oneida County Health Department Office at (315) 798-5220, mail request to Oneida County Health Department, 185 Genesee St., Utica, NY, 13501, or located on the County website at <http://www.ocgov.net> (public notice section.)

Copies of the described RFP may be examined at no expense at the Oneida County Health Department.

RFPs must be returned on the form furnished. The return envelope must be clearly marked with the RFP # and addressed to the Oneida County Health Department.

The Oneida County Health Department reserves the right to reject any or all proposals received.

The County, in order to promote its established Affirmative Action Plan, invites sealed bids from minority groups. This policy regarding sealed bids and contracts applies to all persons without regard to race, creed, color, national origin, age, sex or handicap.

### **B. PURPOSE**

The Oneida County Health Department (OCHD) is seeking proposals for a physician duly licensed in New York State to act as a medical consultant to OCHD pursuant to 10 NYCRR Part 11.

#### **i. EDUCATION REQUIRED FOR MEDICAL CONSULTANT:**

- a. Medical Doctor degree

#### **ii. EXPERIENCE REQUIRED FOR MEDICAL CONSULTANT:**

- a. The Vendor represents that he/she is duly licensed in the New York State and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services.

#### **iii. DUTIES AND RESPONSIBILITIES OF MEDICAL CONSULTANT:**

- a. Tuberculosis ("TB"): The Vendor shall review reports and charts regarding patients with TB who are treated at the OCHD's Diagnostic and Treatment Clinic ("Clinic"). Upon review of said reports and charts the Vendor shall provide recommendations for treatment of said patients. The Vendor shall conduct physical examinations of TB patients as may be medically indicated and shall dispense TB

medications when requested by the OCHD. The Vendor shall review and sign the Clinic's policies and procedures on an annual basis. The Vendor shall also, when appropriate, sign standing orders for blood work for the Clinic's TB patients.

b. Nurse Practitioner: The Vendor shall attend quarterly meetings with the Clinic's nurse practitioners to review and discuss Clinic issues.

c. Hearing and Vision Screening Exams: The Vendor shall review, when requested by the OCHD, hearing and vision screening exams of Oneida County 911 Call Center employees referred to the Clinic which are performed by registered nurses.

d. Communicable Diseases ("CD"): The Vendor shall provide medical advice during times of CD outbreaks, or at other times when the OCHD's CD staff needs medical advice. In the course of advising the OCHD regarding CD management, the Vendor shall confer, as needed, with staff from the New York State Department of Health ("NYSDOH"). When this occurs, the Vendor shall notify the OCHD in writing of such communication and any resulting action that the NYSDOH may recommend or undertake as a result.

e. Immunization Clinic: The Vendor shall provide non-patient specific standing orders and review protocols for public immunizations as allowed by New York State Education Department. The Vendor shall, in accordance with public health law and for the benefit of public health, sign non-patient standing orders at the request of the Director of Health. Additionally, the Vendor shall provide an annual review of the OCHD's "Immunization Policy and Procedures." The Vendor may also meet with the OCHD's Immunization Coordinator periodically to discuss vaccine issues and make recommendations.

f. Licensed Home Care Services Agency ("LHCSA"): The Vendor shall provide an annual review of the OCHD's "LHCSA Policy and Procedures" in order to permit the OCHD to perform home visitation through its TB, Immunization, and Rabies programs and, therefore, maintain its certification as a LHCSA.

g. Public Health Emergency Response and Planning ("PHERP"): The Vendor shall provide medical consultation regarding PHERP and implementation as requested by the OCHD's Director of Health. This consultation may include:

1. Assisting in the development and/or review of response and planning documents that have a medical component;
2. Developing materials for the medical community relating to bioterrorism and epidemiology;
3. Participating in presentations to health care providers and first responders; and
4. Attending meetings relating to the medical aspects of public health response (e.g., County-wide and OCHD emergency preparedness) and epidemiology.

h. Media Relations: The Vendor shall be available to discuss medical issues pertinent to the OCHD with the news media, as requested by the OCHD's Director of Health. When speaking to the news media on behalf of the OCHD, the Vendor shall limit remarks to medical and public health issues. The Vendor may write health related articles for publishing in various monthly circulars. If an article written by the Vendor relates to work performed pursuant to this Agreement, then such article shall be

reviewed and approved by the OCHD’s Director of Health and the OCHD’s Director of Clinical Services prior to submission for publishing.

i. Physical Attendance: The Vendor shall be in physical attendance in the offices of the OCHD as needed by the OCHD from time to time.

j. Quality Assurance Committee: The Vendor shall serve on and shall regularly attend the meetings of the OCHD’s Quality Assurance Committee.

k. Miscellaneous: The Vendor shall perform for the OCHD any other duties that are or may be required by the Oneida County Charter, the Oneida County Administrative Code, the Oneida County Sanitary Code, the statutes of the State of New York and the United States, all applicable codes, rules, regulations, and protocols, and any other requirements not specifically listed here. Performance of these miscellaneous duties shall be pre-approved by the OCHD’s Director of Health.

The Vendor shall use their best efforts to perform the services such that the results are satisfactory to the County. The Vendor shall be solely responsible for determining the method, details and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of same. The Vendor acknowledges and agrees that she has no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written consent of the County.

**C. FUNDING & TERM OF AGREEMENT**

- For the Services provided under this RFP, the Vendor will make a proposal stating amount to be charged for services provided in Paragraph B(iii) above. Charges must be set forth on an Oneida County voucher before payment by the County can be made. Proposals for charges based on monthly provision of services or by type of service or by expenditure of hours will be accepted
- The term of the awarded agreement shall be for a term commencing upon execution and continue for up to three (3) years at the sole discretion of the County. The awarded Vendor will be required to execute a contract with the County in substantial compliance and conformance with this RFP by January 1, 2023.

**D. DATES & DEADLINES**

<b>Medical Consultant RFP Announcement</b>	<b>January 9, 2023</b>
<b>Questions due</b>	<b>February 15, 2023</b>
<b>Completed Proposals Due</b>	<b>March 1, 2023 / 3pm EST</b>
<b>OCHD Announces Award Recipient</b>	<b>By April 1, 2023</b>
<b>Contract Term</b>	<b>(2023 –2025)*</b>

\*Contract Terms will be negotiated and agreed upon by OCHD and each individual awardee following announcement of award recipients.

**E. QUESTIONS**

During the period between the earliest notice of the RFP to Vendors and the contract award, no County employee can accept oral, written, or electronic contact from Vendors regarding the procurement, except as authorized below. All proposals will remain sealed until after the submission deadline.

All questions regarding the RFP must be submitted in writing to:

**Daniel W. Gilmore, Ph.D., MPH, Director**  
**Oneida County Health Department**  
**185 Genesee Street**  
**Utica, NY 13501**

Questions may also be directed by email to [dgilmore@ocgov.net](mailto:dgilmore@ocgov.net). All questions must be received by March 1, 2023.

#### **F. REIMBURSEMENT/GIFTS**

Denial of Reimbursement The County will not reimburse Vendors for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

Gratuity Prohibition Vendors shall not offer any gratuities, favors, or anything of monetary value to any official, employee or agent of the County for the purpose of influencing consideration of this proposal.

## **II. PROPOSAL GUIDELINES & REQUIREMENTS:**

### **i. Proposal:**

The complete proposal must be submitted in a sealed package, prior to the submission deadline. All proposals shall be marked, Oneida County Health Department, RFP#2022-323. Vendors shall include all documents necessary to support their proposal in the sealed package. Vendors shall be responsible for the delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

### **ii. Proposal Format:**

In order to be considered, all proposals must adhere to the following format:

#### **Proposal Narrative:**

- Double spaced, 1" margins, pages numbered
  - Tables, charts, etc. do not need to be double spaced
- 12 point, Times New Roman font
- Proposal Narrative Page Limit: 25 pages (*excluding cover sheet*)
  - Please keep proposals clear and concise
- Page limit does not include Letters of Support, Budget or other relevant attachments.

Electronic Proposal Narratives, Letters of Support, and any additional documentation that Vendor wishes to provide should be submitted in WORD or PDF formats; budget documents may be submitted in WORD, PDF or EXCEL formats. Please zip electronic files.

iii. **Proposal Submission Process:**

Please submit one (1) hard copy and, if desired, one (1) electronic copy in the form of a compact disk or flash drive, of your full proposal. All proposals (both hard and electronic) must be **received by 3 PM on March 1, 2023**. OCHD will confirm that both the hard and electronic copies have been received.

Please submit the hard copy of your proposals via sealed envelope marked “**RFP #2023-327: Medical Consultant**” to the address below:

Oneida County Health Department  
185 Genesee St.  
Utica, New York 13501  
Attn: Daniel W. Gilmore

**No late submissions will be accepted.**

iv. **Proposal Narrative & Budget Guidelines**

Proposal Narrative, Budget and additional attachments must specifically address each of the required elements below:

**Technical Capability**

- Capability, Capacity, and Qualifications of the Vendor – Please provide a detailed description of the Vendor’s experience.
- Provide brief background on Vendor’s history and whether he/she is part of a medical organization which would also provide some of the services set forth in Paragraph B(iii) above.
- Provide description of current staffing and the professional qualifications of key operations and program administration personnel.
- Describe Vendor’s organizational infrastructure as it relates to its capacity to deliver the proposed services, including information on the expertise and experience of key executives, staff, and directors.
- Describe the nature and frequency of management reports indicating service utilization, referrals, follow-up, and member satisfaction. Please provide samples of all available reports.

**Project Description & Activities**

- Provide a description of the Vendor’s plan for delivering proposed services, including which services will be delivered, how frequently services will be delivered, where the services will be delivered, by whom services will be delivered, and any other major activities associated with the project.

- Identify any other organizations that will have a significant role in the delivery of proposed services, and clearly explain each role.

### **Budget & Justification**

- A detailed budget justification should accompany all budgets, and should include an explanation for each line item in narrative format. Justification may be included in the Budget Template, in body of the proposal or as a separate attachment.
- The total budget amount should be equal to the total funding amount listed in the proposal.

### **Other Required Elements (May be included as attachments)**

- Evidence of the following qualifications must be also included with proposal materials:
  - Qualification to do business in New York State or a covenant to obtain such qualification prior to the execution of a contract.
  - Written approval as a not-for-profit organization in New York State.
  - Compliance with the Oneida County Affirmative Action Program will be required. With your proposal, please submit a statement indicating the composition of the Vendor's workforce.
  - Name and contact information of the individual that will serve as the project liaison and be primarily responsible for providing services under the proposal.
- Demonstrate the ability and flexibility of your organization to adapt or refine to changing needs of the target population and to meet outcome targets while maintaining fidelity to agency/program model. Describe specific experiences where possible.
- Explain any modifications to current or ongoing operations that may be necessary to implement your proposed program/project.
- Provide any additional information that you feel would distinguish the Vendor in its service to the County.

## **III. GENERAL PROVISIONS**

### **CONFIDENTIALITY:**

- a. All information contained in the OCHD's and the Vendor's files shall be held confidential pursuant to the applicable provision of the New York State Public Health Law and State Department Regulations, as well as any other applicable federal, state and local laws, rules and regulations, and shall not be disclosed except as authorized by law. The Vendor shall maintain the confidentiality of all financial and/or patient information with regard to services provided under this Agreement in conformity with



- the provisions of applicable federal, state, and local laws and regulations. Any breach of confidentiality by the Vendor, its agents or representatives shall be cause for immediate termination of this Agreement.
- b. The Vendor shall hold in strict confidence all patient records and disclose information and data in such records only to persons or entities as authorized or required by law or pursuant to a court order, or by written consent of the patient or the patient's representative, it being acknowledged and agreed that the OCHD shall have sole responsibility for responding to patient requests for access to medical records.

#### **INSURANCE & INDEMNIFICATION:**

- a. The Vendor shall purchase and maintain Medical Malpractice and/or Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.
- b. Workers' Compensation and Employer's Liability Insurance. In the event the Vendor engages any employees, leased employees, volunteers or subcontractors, the Vendor shall be required to obtain Workers' Compensation and Employer's Liability Insurance coverage at statutorily required limits, if applicable.
- c. Certificates of Insurance: Prior to the start of any work the Vendor shall provide certificates of insurance to the County that show proof of the insurance coverage required above. The Vendor shall supply the County with new certificates of insurance if and when each of the required insurance policies expires and is renewed by the Vendor.
- d. Waiver of Subrogation. The Vendor 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 Medical Malpractice/Professional Liability, or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
- e. The Vendor agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Vendor 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 Vendor or failure on the part of the Vendor to comply with any of the covenants, terms or conditions of this Agreement.
- f. The Vendor agrees to make no claim for damages for delay occasioned by an act or omission of the County or the OCHD.

#### **INDEPENDENT CONTRACTOR STATUS:**

- a. It is expressly agreed that the relationship of the Vendor to the County shall be that of an Independent Vendor. The Vendor shall not be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Vendor, in accordance with her status as an Independent Vendor, covenants and agrees that she will conduct herself in accordance with such status, that she will neither hold herself out as, nor claim to be, an officer or employee of the County or the OCHD by reason thereof and that she 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 or the OCHD.
- b. The Vendor warrants and represents that she 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. The Vendor and the County agree that the Vendor is free to undertake other work arrangements during the term of this Agreement, and may continue to make her services available to the public.

- c. The Vendor shall not be eligible for compensation from the County due to
  - 1. illness;
  - 2. absence due to normal vacation; or
  - 3. absence due to attendance at school or special training or a professional convention or meeting.
- d. The Vendor acknowledges and agrees that she shall not be eligible for any County employee benefits, including retirement membership credits.
- e. The Vendor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to her under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Vendor's form of business organization. Neither the County nor the OCHD shall be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Vendor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Vendor shall indemnify and hold the County and the OCHD 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 Vendor's Independent Vendor status, it is agreed that both the County and the Vendor 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 Vendor agrees to comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

**SUBCONTRACT:**

The Vendor shall not assign his/her rights or obligations under this Agreement, or subcontract with or employ another to provide the services described in this Agreement.

**PERFORMANCE MONITORING:**

- a. OCDH shall monitor the performance of services on a monthly basis by means of both regular meetings and a review of monthly reports submitted by the Vendor to ensure that the OCDH is receiving the provision of services as described herein.
- b. The OCDH shall monitor services to ensure they are consistent with professional standards of care, the patient's plan of care, and regulations of the NYSDOH.

**EXCLUSIVITY:**

- a. The OCDH retains the right to reassign patients to other contactors or its own employees.
- b. The OCDH retains the right to contract with other independent contractors for such services which are the same as or similar to those provided by the Vendor, or to provide such services to its patients through its own employees.
- c. The Vendor retains the right to provide services directly or indirectly through contract with another agency, to persons who are not patients of the County.

**TERMINATION:**

- a. This Agreement may be terminated by either party by that party providing the other party at least ninety (90) calendar days' prior written notice of termination. However, in the event the Vendor defaults in the

performance of any of its obligations under this Agreement, the OCHD may terminate the Agreement effective upon written notice served at any time upon the Vendor.

- b. Upon notice of termination, the Vendor shall immediately submit to the OCHD all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.
- c. Upon notice of termination, the Vendor shall immediately deliver to the OCHD all records, patient charts, case files and any other documents which may be in its possession as a result of its services under this Agreement.

## **SCORING & EVALUATION**

The OCHD will review each proposal for completeness and verify that all eligibility criteria are met. Proposals shall include all required components as described in Section III. If a proposal is not complete or does not meet the basic eligibility standards as outlined in Section I, the proposal will be eliminated from further review. The Vendor will be notified of the rejection of its proposal within 30 working days of the proposal due date.

The OCHD has approved the Evaluation Criteria listed below. Please carefully review all criteria for details on scoring and evaluation of submissions.

### Evaluation Criteria

- Completeness of application
- Length of term of proposed contract
- Experience of Vendor

## **VI. CONTACT INFORMATION**

**Daniel W. Gilmore, Ph.D, MPH**  
Oneida County Health Department, Director  
[dgilmore@ocgov.net](mailto:dgilmore@ocgov.net)  
(315) 798-6400

All technical questions regarding this RFP should be directed in writing, preferably by email, to the Director listed above. Questions shall be submitted no later than 12:00 p.m. on February 15, 2023.

## **VII. ADDITIONAL CONTRACT CONSIDERATIONS**

1. Please be advised that, all information contained within county contracts is public record once you provide it, and may be subject to public inspection and copying if not otherwise protected by federal or state law.
2. All Vendors are hereby advised that the County intends to contact references provided as a part of any proposal and may solicit and secure background information based on the information, including references, provided in response to this RFP. By submission of a proposal, all Vendors agree to such activity and release the County from all claims arising from such activity.

3. Proposals may be modified or withdrawn at any time prior to the deadline for submission, upon written notice to the County.

4. The awarded Vendor shall comply with the Standard Oneida County Conditions Addendum, attached as Appendix A.

**TITLE: Medical Consultant  
NUMBER: RFP#2023-327**

**CLOSING DATE AND TIME: March 1, 2023, 3:00 P.M.**

**DELIVER TO: Oneida County Health Department**

In compliance with the RFP specifications and the Conditions of Proposing, I, the undersigned, offer and agree to furnish any or all materials and/or services upon, which prices are offered, at the price set opposite each, to the County within the time specified. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Vendor.

By my signature, below, Vendor subscribes and Vendor affirms as true under penalties of perjury the following statement:

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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Name and Address of Record:

\_\_\_\_\_

State of Incorporation \_\_\_\_\_ Telephone number \_\_\_\_\_

Mailing Address \_\_\_\_\_

Federal I.D. number \_\_\_\_\_

Authorized signature \_\_\_\_\_

Typed or Printed Name \_\_\_\_\_

Title of Authorized Person \_\_\_\_\_

Receipt of Addenda Nos. \_\_\_ is hereby acknowledged. (Where none received, place the figure (0) Zero in this space.)

**NO LATE PROPOSALS WILL BE ACCEPTED**

**PREVENTION OF SEXUAL HARASSMENT**

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (<https://www.ny.gov/combating-sexual-harassment-workplace/employers>)

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification;** provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

\*\*\*\*\*

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Firm Name: \_\_\_\_\_

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

Signature of Authorized Person:  
\_\_\_\_\_

Printed Name and Title  
of Authorized Person:  
\_\_\_\_\_

## PUBLIC CONTRACT NON COLLUSION STATEMENT

The following section is an excerpt from the General Municipal Law:

§103-d Statement of non-collusion in bids and proposals to political subdivision of the state.

1. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law. for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

(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 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 knowingly 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 consider 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 political subdivision, public department, agency or official thereof, 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 a bidder (a) has published price list, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price list for such items, or (c) has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (A).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or good sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provision of section 103-d of the General Municipal Law.

\_\_\_\_\_  
(s)  
Legal name of person, firm or Corporation

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

Dated: \_\_\_\_\_

**SIGN AND RETURN WITH PROPOSAL**



2/13/23

Oneida County Health Department  
185 Genesee Street, # 500  
Utica, NY 13501

To Whom it May Concern:

I am writing in regards to my Medical Consultant Director position for the Oneida County Health Department. It has been my pleasure working for the past two years, although it has been extremely busy.

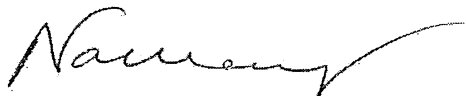
Being board certified in Infectious Disease, and performing not only the consultations, but other responsibilities, I believe I deserve more compensation.

In addition to the TB clinic, but am responsible for other issues, including but not limited to immunization, communicable diseases, hearing and vision screening, public health emergency response and planning, meeting, 24/7 call (unless I am out of the country).

Also, I do not receive any paid vacation, sick leave, or other benefits like retirement, insurance, legal fees, etc., therefore I propose my remuneration be increased to \$75,000.00 per year and future increases to be reviewed on a regular basis.

Thank you for your consideration and I will be happy to make myself available at your convenience for further questions or clarification.

Sincerely,

A handwritten signature in black ink, appearing to read "Devayani Namassivaya", with a long, sweeping flourish extending to the right.

Devayani Namassivaya, MD

ONEIDA COUNTY HEALTH DEPARTMENT

REQUEST FOR PROPOSALS

FOR

**Medical Consultant**

RFP #2022-323

ONEIDA COUNTY HEALTH DEPARTMENT

185 Genesee Street

UTICA, NEW YORK 13501

DANIEL W. GILMORE, Ph.D., MPH, DIRECTOR

DATE: \_\_\_\_\_

\_\_\_\_\_  
Daniel W. Gilmore, Ph.D., MPH, Director  
Oneida County Health Department



**It is understood and agreed by the Vendor that:**

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Vendor or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Vendor.
3. Submission of a proposal will be deemed to be the consent of the Vendor to any inquiry made by the County of third parties with regard to the Vendor's experience or other matters relevant to the proposal.
4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.
6. Any significant revision of the approved proposal shall be requested in writing by the Vendor prior to enactment of the change.
7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.
8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Vendors acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Vendors are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

OCHD  
Legal Name of Organization  
2/14/23  
Date

Namassivata  
Signature  
DEVAYANI NAMASSIVATA MD  
Printed Name  
MEDICAL CONSULTANT / DIRECTOR  
Title

**SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL**

## **I. DETAILS**

### **A. RFP TECHNICAL DETAILS**

Sealed Proposals, subject to the conditions contained herein, will be received by the ONEIDA COUNTY HEALTH DEPARTMENT until 3:00 P.M., local time on November 21, 2022, for:

#### **RFP #2022-323 MEDICAL CONSULTANT**

Specifications MUST be RECEIVED from the Oneida County Health Department Office at (315) 798-6400, mail request to Oneida County Health Department, 185 Genesee St., Utica, NY, 13501, or located on the County website at <http://www.ocgov.net> (public notice section.)

Copies of the described RFP may be examined at no expense at the Oneida County Health Department.

RFPs must be returned on the form furnished. The return envelope must be clearly marked with the RFP # and addressed to the Oneida County Health Department.

The Oneida County Health Department reserves the right to reject any or all proposals received.

The County, in order to promote its established Affirmative Action Plan, invites sealed bids from minority groups. This policy regarding sealed bids and contracts applies to all persons without regard to race, creed, color, national origin, age, sex or handicap.

### **B. PURPOSE**

The Oneida County Health Department (OCHD) is seeking proposals for a physician duly licensed in New York State to act as a medical consultant to OCHD pursuant to 10 NYCRR Part 11.

#### **i. EDUCATION REQUIRED FOR MEDICAL CONSULTANT:**

- a. Medical Doctor degree

#### **ii. EXPERIENCE REQUIRED FOR MEDICAL CONSULTANT:**

- a. The Vendor represents that he/she is duly licensed in the New York State and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services.

#### **iii. DUTIES AND RESPONSIBILITIES OF MEDICAL CONSULTANT:**

- a. Tuberculosis ("TB"): The Vendor shall review reports and charts regarding patients with TB who are treated at the OCHD's Diagnostic and Treatment Clinic ("Clinic"). Upon review of said reports and charts the Vendor shall provide recommendations for treatment of said patients. The Vendor shall conduct physical examinations of TB patients as may be medically indicated and shall dispense TB

medications when requested by the OCHD. The Vendor shall review and sign the Clinic's policies and procedures on an annual basis. The Vendor shall also, when appropriate, sign standing orders for blood work for the Clinic's TB patients.

b. Nurse Practitioner: The Vendor shall attend quarterly meetings with the Clinic's nurse practitioners to review and discuss Clinic issues.

c. Hearing and Vision Screening Exams: The Vendor shall review, when requested by the OCHD, hearing and vision screening exams of Oneida County 911 Call Center employees referred to the Clinic which are performed by registered nurses.

d. Communicable Diseases ("CD"): The Vendor shall provide medical advice during times of CD outbreaks, or at other times when the OCHD's CD staff needs medical advice. In the course of advising the OCHD regarding CD management, the Vendor shall confer, as needed, with staff from the New York State Department of Health ("NYSDOH"). When this occurs, the Vendor shall notify the OCHD in writing of such communication and any resulting action that the NYSDOH may recommend or undertake as a result.

e. Immunization Clinic: The Vendor shall provide non-patient specific standing orders and review protocols for public immunizations as allowed by New York State Education Department. The Vendor shall, in accordance with public health law and for the benefit of public health, sign non-patient standing orders at the request of the Director of Health. Additionally, the Vendor shall provide an annual review of the OCHD's "Immunization Policy and Procedures." The Vendor may also meet with the OCHD's Immunization Coordinator periodically to discuss vaccine issues and make recommendations.

f. Licensed Home Care Services Agency ("LHCSA"): The Vendor shall provide an annual review of the OCHD's "LHCSA Policy and Procedures" in order to permit the OCHD to perform home visitation through its TB, Immunization, and Rabies programs and, therefore, maintain its certification as a LHCSA.

g. Public Health Emergency Response and Planning ("PHERP"): The Vendor shall provide medical consultation regarding PHERP and implementation as requested by the OCHD's Director of Health. This consultation may include:

1. Assisting in the development and/or review of response and planning documents that have a medical component;
2. Developing materials for the medical community relating to bioterrorism and epidemiology;
3. Participating in presentations to health care providers and first responders; and
4. Attending meetings relating to the medical aspects of public health response (e.g., County-wide and OCHD emergency preparedness) and epidemiology.

h. Media Relations: The Vendor shall be available to discuss medical issues pertinent to the OCHD with the news media, as requested by the OCHD's Director of Health. When speaking to the news media on behalf of the OCHD, the Vendor shall limit remarks to medical and public health issues. The Vendor may write health related articles for publishing in various monthly circulars. If an article written by the Vendor relates to work performed pursuant to this Agreement, then such article shall be

reviewed and approved by the OCHD's Director of Health and the OCHD's Director of Clinical Services prior to submission for publishing.

i. **Physical Attendance:** The Vendor shall be in physical attendance in the offices of the OCHD as needed by the OCHD from time to time.

j. **Quality Assurance Committee:** The Vendor shall serve on and shall regularly attend the meetings of the OCHD's Quality Assurance Committee.

k. **Miscellaneous:** The Vendor shall perform for the OCHD any other duties that are or may be required by the Oneida County Charter, the Oneida County Administrative Code, the Oneida County Sanitary Code, the statutes of the State of New York and the United States, all applicable codes, rules, regulations, and protocols, and any other requirements not specifically listed here. Performance of these miscellaneous duties shall be pre-approved by the OCHD's Director of Health.

The Vendor shall use their best efforts to perform the services such that the results are satisfactory to the County. The Vendor shall be solely responsible for determining the method, details and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of same. The Vendor acknowledges and agrees that she has no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written consent of the County.

### C. FUNDING & TERM OF AGREEMENT

- For the Services provided under this RFP, the Vendor will make a proposal stating amount to be charged for services provided in Paragraph B(iii) above. Charges must be set forth on an Oneida County voucher before payment by the County can be made. Proposals for charges based on monthly provision of services or by type of service or by expenditure of hours will be accepted
- The term of the awarded agreement shall be for a term commencing upon execution and continue for up to three (3) years at the sole discretion of the County. The awarded Vendor will be required to execute a contract with the County in substantial compliance and conformance with this RFP by January 1, 2023.

### D. DATES & DEADLINES

Medical Consultant RFP Announcement	October 28, 2022
Questions due	November 1, 2022
Completed Proposals Due	November 21, 2022 / 3pm EST
OCHD Announces Award Recipient	By December 2, 2022
Contract Term	(2023 -2025)*

\*Contract Terms will be negotiated and agreed upon by OCHD and each individual awardee following announcement of award recipients.

## E. QUESTIONS

During the period between the earliest notice of the RFP to Vendors and the contract award, no County employee can accept oral, written, or electronic contact from Vendors regarding the procurement, except as authorized below. All proposals will remain sealed until after the submission deadline.

All questions regarding the RFP must be submitted in writing to:

**Daniel W. Gilmore, Ph.D., MPH, Director**  
**Oneida County Health Department**  
**185 Genesee Street**  
**Utica, NY 13501**

Questions may also be directed by email to [dgilmore@ocgov.net](mailto:dgilmore@ocgov.net). All questions must be received by November 1, 2022.

## F. REIMBURSEMENT/GIFTS

Denial of Reimbursement The County will not reimburse Vendors for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

Gratuity Prohibition Vendors shall not offer any gratuities, favors, or anything of monetary value to any official, employee or agent of the County for the purpose of influencing consideration of this proposal.

## II. PROPOSAL GUIDELINES & REQUIREMENTS:

### i. Proposal:

The complete proposal must be submitted in a sealed package, prior to the submission deadline. All proposals shall be marked, Oneida County Health Department, RFP#2022-323. Vendors shall include all documents necessary to support their proposal in the sealed package. Vendors shall be responsible for the delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

### ii. Proposal Format:

In order to be considered, all proposals must adhere to the following format:

#### **Proposal Narrative:**

- Double spaced, 1" margins, pages numbered
  - Tables, charts, etc. do not need to be double spaced
- 12 point, Times New Roman font
- Proposal Narrative Page Limit: 25 pages (*excluding cover sheet*)
  - Please keep proposals clear and concise
- Page limit does not include Letters of Support, Budget or other relevant attachments.



Electronic Proposal Narratives, Letters of Support, and any additional documentation that Vendor wishes to provide should be submitted in WORD or PDF formats; budget documents may be submitted in WORD, PDF or EXCEL formats. Please zip electronic files.

iii. **Proposal Submission Process:**

Please submit one (1) hard copy and, if desired, one (1) electronic copy in the form of a compact disk or flash drive, of your full proposal. All proposals (both hard and electronic) must be **received by 3 PM on November 21, 2022**. OCHD will confirm that both the hard and electronic copies have been received.

Please submit the hard copy of your proposals via sealed envelope marked “RFP #2022-323: Medical Consultant” to the address below:

Oneida County Health Department  
185 Genesee St.  
Utica, New York 13501  
Attn: Daniel W. Gilmore

**No late submissions will be accepted.**

iv. **Proposal Narrative & Budget Guidelines**

Proposal Narrative, Budget and additional attachments must specifically address each of the required elements below:

**Technical Capability**

- Capability, Capacity, and Qualifications of the Vendor – Please provide a detailed description of the Vendor’s experience.
- Provide brief background on Vendor’s history and whether he/she is part of a medical organization which would also provide some of the services set forth in Paragraph B(iii) above.
- Provide description of current staffing and the professional qualifications of key operations and program administration personnel.
- Describe Vendor’s organizational infrastructure as it relates to its capacity to deliver the proposed services, including information on the expertise and experience of key executives, staff, and directors.
- Describe the nature and frequency of management reports indicating service utilization, referrals, follow-up, and member satisfaction. Please provide samples of all available reports.

**Project Description & Activities**

- Provide a description of the Vendor's plan for delivering proposed services, including which services will be delivered, how frequently services will be delivered, where the services will be delivered, by whom services will be delivered, and any other major activities associated with the project.
- Identify any other organizations that will have a significant role in the delivery of proposed services, and clearly explain each role.

#### **Budget & Justification**

- A detailed budget justification should accompany all budgets, and should include an explanation for each line item in narrative format. Justification may be included in the Budget Template, in body of the proposal or as a separate attachment.
- The total budget amount should be equal to the total funding amount listed in the proposal.

#### **Other Required Elements (May be included as attachments)**

- Evidence of the following qualifications must be also included with proposal materials:
  - Qualification to do business in New York State or a covenant to obtain such qualification prior to the execution of a contract.
  - Written approval as a not-for-profit organization in New York State.
  - Compliance with the Oneida County Affirmative Action Program will be required. With your proposal, please submit a statement indicating the composition of the Vendor's workforce.
  - Name and contact information of the individual that will serve as the project liaison and be primarily responsible for providing services under the proposal.
- Demonstrate the ability and flexibility of your organization to adapt or refine to changing needs of the target population and to meet outcome targets while maintaining fidelity to agency/program model. Describe specific experiences where possible.
- Explain any modifications to current or ongoing operations that may be necessary to implement your proposed program/project.
- Provide any additional information that you feel would distinguish the Vendor in its service to the County.

### **III. GENERAL PROVISIONS CONFIDENTIALITY:**

- a. All information contained in the OCHD's and the Vendor's files shall be held confidential pursuant to the applicable provision of the New York State Public Health Law and State Department Regulations, as well as any other applicable federal, state and local laws, rules and regulations, and shall not be disclosed except as authorized by law. The Vendor shall maintain the confidentiality of all financial and/or patient information with regard to services provided under this Agreement in conformity with the provisions of applicable federal, state, and local laws and regulations. Any breach of confidentiality by the Vendor, its agents or representatives shall be cause for immediate termination of this Agreement.
- b. The Vendor shall hold in strict confidence all patient records and disclose information and data in such records only to persons or entities as authorized or required by law or pursuant to a court order, or by written consent of the patient or the patient's representative, it being acknowledged and agreed that the OCHD shall have sole responsibility for responding to patient requests for access to medical records.

#### **INSURANCE & INDEMNIFICATION:**

- a. The Vendor shall purchase and maintain Medical Malpractice and/or Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.
- b. Workers' Compensation and Employer's Liability Insurance. In the event the Vendor engages any employees, leased employees, volunteers or subcontractors, the Vendor shall be required to obtain Workers' Compensation and Employer's Liability Insurance coverage at statutorily required limits, if applicable.
- c. Certificates of Insurance: Prior to the start of any work the Vendor shall provide certificates of insurance to the County that show proof of the insurance coverage required above. The Vendor shall supply the County with new certificates of insurance if and when each of the required insurance policies expires and is renewed by the Vendor.
- d. Waiver of Subrogation. The Vendor 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 Medical Malpractice/Professional Liability, or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
- e. The Vendor agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Vendor 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 Vendor or failure on the part of the Vendor to comply with any of the covenants, terms or conditions of this Agreement.
- f. The Vendor agrees to make no claim for damages for delay occasioned by an act or omission of the County or the OCHD.

#### **INDEPENDENT CONTRACTOR STATUS:**

- a. It is expressly agreed that the relationship of the Vendor to the County shall be that of an Independent Vendor. The Vendor shall not be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Vendor, in accordance with her status as an Independent Vendor, covenants and agrees that she will conduct herself in accordance with such status, that she will neither hold herself out

- as, nor claim to be, an officer or employee of the County or the OCHD by reason thereof and that she 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 or the OCHD.
- b. The Vendor warrants and represents that she 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. The Vendor and the County agree that the Vendor is free to undertake other work arrangements during the term of this Agreement, and may continue to make her services available to the public.
  - c. The Vendor shall not be eligible for compensation from the County due to
    - 1. illness;
    - 2. absence due to normal vacation; or
    - 3. absence due to attendance at school or special training or a professional convention or meeting.
  - d. The Vendor acknowledges and agrees that she shall not be eligible for any County employee benefits, including retirement membership credits.
  - e. The Vendor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to her under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Vendor's form of business organization. Neither the County nor the OCHD shall be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Vendor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
  - f. The Vendor shall indemnify and hold the County and the OCHD 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 Vendor's Independent Vendor status, it is agreed that both the County and the Vendor 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 Vendor agrees to comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

**SUBCONTRACT:**

The Vendor shall not assign his/her rights or obligations under this Agreement, or subcontract with or employ another to provide the services described in this Agreement.

**PERFORMANCE MONITORING:**

- a. OCDH shall monitor the performance of services on a monthly basis by means of both regular meetings and a review of monthly reports submitted by the Vendor to ensure that the OCDH is receiving the provision of services as described herein.
- b. The OCDH shall monitor services to ensure they are consistent with professional standards of care, the patient's plan of care, and regulations of the NYSDOH.

**EXCLUSIVITY:**

- a. The OCDH retains the right to reassign patients to other contactors or its own employees.
- b. The OCDH retains the right to contract with other independent contractors for such services which are the same as or similar to those provided by the Vendor, or to provide such services to its patients through its own employees.
- c. The Vendor retains the right to provide services directly or indirectly through contract with another agency, to persons who are not patients of the County.

**TERMINATION:**

- a. This Agreement may be terminated by either party by that party providing the other party at least ninety (90) calendar days' prior written notice of termination. However, in the event the Vendor defaults in the performance of any of its obligations under this Agreement, the OCHD may terminate the Agreement effective upon written notice served at any time upon the Vendor.
- b. Upon notice of termination, the Vendor shall immediately submit to the OCHD all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.
- c. Upon notice of termination, the Vendor shall immediately deliver to the OCHD all records, patient charts, case files and any other documents which may be in its possession as a result of its services under this Agreement.

**SCORING & EVALUATION**

The OCHD will review each proposal for completeness and verify that all eligibility criteria are met. Proposals shall include all required components as described in Section III. If a proposal is not complete or does not meet the basic eligibility standards as outlined in Section I, the proposal will be eliminated from further review. The Vendor will be notified of the rejection of its proposal within 30 working days of the proposal due date.

The OCHD has approved the Evaluation Criteria listed below. Please carefully review all criteria for details on scoring and evaluation of submissions.

Evaluation Criteria

- Completeness of application
- Length of term of proposed contract
- Experience of Vendor

**VI. CONTACT INFORMATION**

**Daniel W. Gilmore, Ph.D, MPH**  
Oneida County Health Department, Director  
[dgilmore@ocgov.net](mailto:dgilmore@ocgov.net)  
(315) 798-6400

All technical questions regarding this RFP should be directed in writing, preferably by email, to the Director listed above. Questions shall be submitted no later than 12:00 p.m. on November 1, 2022.

**VII. ADDITIONAL CONTRACT CONSIDERATIONS**

- 1. Please be advised that, all information contained within county contracts is public record once you provide it, and may be subject to public inspection and copying if not otherwise protected by federal or state law.

2. All Vendors are hereby advised that the County intends to contact references provided as a part of any proposal and may solicit and secure background information based on the information, including references, provided in response to this RFP. By submission of a proposal, all Vendors agree to such activity and release the County from all claims arising from such activity.

3. Proposals may be modified or withdrawn at any time prior to the deadline for submission, upon written notice to the County.

4. The awarded Vendor shall comply with the Standard Oneida County Conditions Addendum, attached as Appendix A.

TITLE: Medical Consultant  
NUMBER: RFP#2022-323

CLOSING DATE AND TIME: November 21, 2022, 3:00 P.M.

DELIVER TO: Oneida County Health Department

In compliance with the RFP specifications and the Conditions of Proposing, I, the undersigned, offer and agree to furnish any or all materials and/or services upon, which prices are offered, at the price set opposite each, to the County within the time specified. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Vendor.

By my signature, below, Vendor subscribes and Vendor affirms as true under penalties of perjury the following statement:

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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Name and Address of Record:

DEVAYANI NAMASWAYA MD

State of Incorporation \_\_\_\_\_ Telephone number 315 269 4687

Mailing Address 5380 EUREKA ROAD, ROME, NY 13440

Federal I.D. number 824470110

Authorized signature *Namaswaya*

Typed or Printed Name \_\_\_\_\_

Title of Authorized Person MEDICAL CONSULTANT, MEDICAL DIRECTOR

Receipt of Addenda Nos. \_\_\_ is hereby acknowledged. (Where none received, place the figure

(0) Zero in this space.)

NO LATE PROPOSALS WILL BE ACCEPTED

**PREVENTION OF SEXUAL HARASSMENT**

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (<https://www.ny.gov/combating-sexual-harassment-workplace/employers>)

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification**; provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

\*\*\*\*\*

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Firm Name: OCHD

Date: 2/12/23

Signature of Authorized Person:  
Nammy

Printed Name and Title  
of Authorized Person: MD  
DEVAYANI NAMASSIVAYA



## PUBLIC CONTRACT NON COLLUSION STATEMENT

The following section is an excerpt from the General Municipal Law:

§103-d Statement of non-collusion in bids and proposals to political subdivision of the state.

1. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

(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 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 knowingly 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 consider 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 political subdivision, public department, agency or official thereof, 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 a bidder (a) has published price list, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price list for such items, or (c) has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (A).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or good sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provision of section 103-d of the General Municipal Law.

(s) DEVAYANI NAMASSIVAYA  
Legal name of person, firm or Corporation

By: Nammy  
Title MD

Dated: 2/12/23

SIGN AND RETURN WITH PROPOSAL

## Certificate of Insurance

Date of Issue: November 29, 2022

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer, authorized representative or producer, and the certificate holder.

**POLICY ADMINISTRATOR:**

Devayani Namassivaya, MD  
5380 Eureka Road  
Rome, NY 13440

**PRODUCER:**

**INSURED:**  
Devayani Namassivaya, MD  
MP0555758

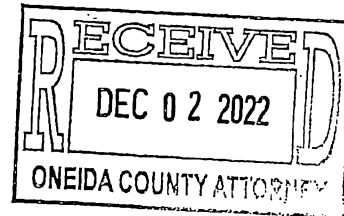
**COVERAGES**

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS OF LIABILITY
Professional Liability	3699967	01/01/2023	01/01/2024	Each Person \$1,000,000
<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence				Total \$3,000,000

**SPECIALTY:** Infectious Disease

**DESCRIPTION:**



**CANCELLATION, CHANGE OR NONRENEWAL:**

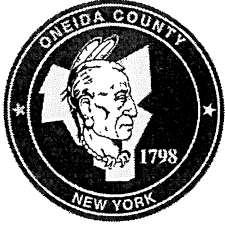
IN THE EVENT OF ANY MATERIAL CHANGE IN, CANCELLATION OF, OR FAILURE TO RENEW THE POLICY DESCRIBED ABOVE, THE ISSUER OF THIS CERTIFICATE OR THE COMPANY WILL ENDEAVOR TO GIVE WRITTEN NOTICE TO THE PARTY TO WHOM THIS CERTIFICATE IS ISSUED, BUT FAILURE TO GIVE SUCH NOTICE SHALL IMPOSE NO OBLIGATION NOR LIABILITY UPON THE ISSUER OR THE COMPANY.

**CERTIFICATE HOLDER:**

Attn: Credentialing  
Oneida County  
800 Park Avenue  
Utica, NY 13501



Authorized Representative



**ONEIDA COUNTY**  
**DEPARTMENT OF MENTAL HEALTH**  
 120 Airline Street, Suite 200  
 Oriskany, NY 13424  
 Phone: (315) 768-3660 Fax: (315) 768-3670

ANTHONY J. PICENTE, JR.  
 County Executive

ASHLEE L. THOMPSON  
 Commissioner

May 8, 2023

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

FN 20 23-188

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of an **Amendment** to the 2022 Purchase of Service Agreement between the Oneida County Department of Mental Health and **Helio Health, Inc.**, for your review and signature.

The purpose of this Amendment is to adjust the Provider Agency's budget to reflect the increase in funding awarded to the Provider Agency by the New York State Office of Addiction and Support Services (OASAS) to implement a Jail-Based Medication for Opioid Use Disorder Services Program. OASAS awarded the Provider Agency an additional One Hundred Seventy Thousand Dollars and no cents (\$170,000.00) per year, effective October 1, 2022, to implement the program (a total of \$510,000 for the three year term of the contract). This program will provide easy access to opioid use disorder treatment for incarcerated individuals within the Oneida County Correctional Facility who meet the criteria for treatment and agree to participation. This Amendment makes no changes to the contract term, which remains in effect from **January 1, 2022** until **December 31, 2024**. The total funding amount for this period will be a maximum of \$10,160,151.00. The amount reflects 100% OASAS and OMH State Aid Funding.

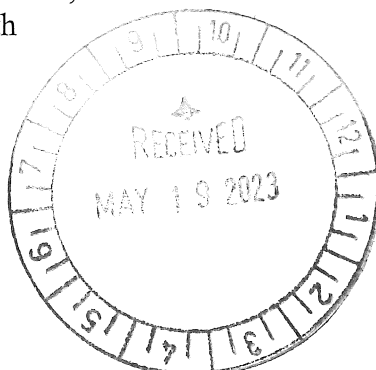
If this agreement meets with your approval, please forward to the Board of Legislators for further approval. Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

*Ashlee Thompson*

Ashlee L. Thompson, MHA, MEd., Master CASAC  
 Commissioner of Mental Health

ALT/jh  
 Encs.



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

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

Date 5-8-23

Oneida Co. Department: MENTAL HEALTH

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Helio Health, Inc.  
555 East Genesee Street  
Syracuse, NY 13202

**Title of Activity or Service:** Jail-Based Medication for Opioid Use Disorder Services Program

**Proposed Dates of Operation:** January 1, 2022 through December 31, 2024  
(AMENDMENT)

**Client Population/Number to be Served:** Incarcerated individuals within the Oneida County Correctional Facility who meet the criteria for opioid use disorder treatment and agree to participation.

**Summary Statements**

**1) Narrative Description of this Amendment to the Original Agreement:**

- a. The purpose of this Amendment is to adjust the Provider Agency's budget to reflect the increase in funding awarded to the Provider Agency by the New York State Office of Addiction and Support Services (OASAS) to implement a Jail-Based Medication for Opioid Use Disorder Services Program. OASAS awarded the Provider Agency an additional One Hundred Seventy Thousand Dollars and no cents (\$170,000.00) per year, effective October 1, 2022, to implement the program. The Provider Agency shall use funding to hire qualified and adequate staff, including an Admissions Coordinator for the program and an additional CASAC or qualified professional to provide individual and group counseling to inmates while part of the program. The Provider Agency shall also ensure that jail, medical, and mental health staff receive adequate training to prepare staff for operation of program.

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

The primary objective of all services is to provide opioid use disorder treatment and support services to incarcerated individuals within the Oneida County Correctional Facility who meet the criteria for treatment and agree to participation.

**3) Program Design and Staffing:**

The OASAS programs meet the appropriate staffing models developed and monitored by the New York State Office of Alcoholism and Substance Abuse Services (OASAS) in concert with the New York State Division of Budget (DOB) and guidelines and regulations.

**Total Funding Requested:** \$10,160,151.00

**Account #** A4310.49515

**Oneida County Dept. Funding Recommendation:** \$10,160,151.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** 100% OASAS & OMH Funding

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

**Past Performance Data:** (N/A)

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

**Mandated Service:** Mandated Service

## AMENDMENT

**THIS AMENDMENT** is by and 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 800 Park Avenue, Utica, New York 13501, hereinafter collectively referred to as the "County," Helio Health, 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 555 East Genesee Street, Syracuse, New York 13202, hereinafter referred to as the "Provider Agency." The Provider Agency also maintains a local administration satellite office at 500 Whitesboro Street, Utica, NY, 13502 for the purpose of conducting local and regional business.

### WITNESSETH:

**WHEREAS**, the County and the Provider Agency entered into an agreement whereby the Provider Agency provides substance use and mental health services to Oneida County residents, hereinafter referred to as the "Original Agreement," (County contract #151453), a copy of which is attached hereto as Exhibit "A". The Original Agreement is in effect from January 1, 2022, through December 31, 2024; and

**WHEREAS**, since the execution of the Original Agreement, the New York State agency that provides funding for the Provider Agency's services, namely the New York State Office of Alcohol and Substance Abuse Services, hereinafter referred to as "OASAS," awarded the Provider Agency an additional One Hundred Seventy Thousand Dollars and no cents (\$170,000.00) per year, effective October 1, 2022, to implement a Jail-Based Medication for Opioid Use Disorder Services Program; and

**WHEREAS**, the parties are desirous of entering into a First Amendment of the Original Agreement regarding the following provisions; and

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

1. The Original Agreement shall be amended by adding subsection "I" to Section 2, entitled "Scope of Services," so that it reads as follows:
  1. Take all necessary steps to implement a **Jail-Based Medication for Opioid Use Disorder Services Program** that provides easy access to opioid use disorder medication for incarcerated individuals who meet the criteria for treatment and agree to participation. To do this, the Provider Agency shall hire qualified and adequate staff, including an Admissions Coordinator for the program and an additional CASAC or qualified professional to provide individual and group counseling to inmates while part of the program. The Provider Agency shall also ensure that jail, medical, and mental health staff receive adequate training to prepare staff for operation of program.
2. The Original Agreement shall be amended by changing Section 3 so that it reads as follows:

For the Services provided, the County will reimburse the Provider Agency a maximum of Ten Million One Hundred Sixty Thousand One Hundred Fifty-one Dollars and no cents (\$10,160,151.00) 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 County. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's Contract Budget for the term of this Agreement.

- a. The total amount stated above may be changed by New York State from time to time as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the County Executive and/or the County's Board of Legislators.

3. The Provider Agency's Contract Budget for the term of the Original Agreement, which was annexed to and made part of the Original Agreement as Appendix A, shall be amended by replacing the Appendix A that was annexed to the Original Agreement with the Appendix A attached to this Amendment.

4. All other terms of the Original Agreement shall remain in effect without change or alteration.

(THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK)



IN WITNESS THEREOF, the County and the Provider Agency 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: Ashlee Thompson Date 5/5/2023  
Ashlee Thompson  
Commissioner, Department of Mental Health

**HELIO HEALTH, INC.**

By: Kathleen Gaffney-Babb Date 5-5-23  
Kathleen Gaffney-Babb  
President & Chief Executive Officer

Approved

By: \_\_\_\_\_  
Ellen S. Rayhill, Esq.  
Assistant County Attorney

HELIO HEALTH, INC.		TOTAL THREE YEAR BUDGET: \$	10,160,151.00
APPENDIX A			
YEAR:		2022	2023
OMH:	\$	1,436,186.00	\$ 1,436,186.00
OASAS:	\$	1,720,531.00	\$ 1,720,531.00
OPWDD:	\$	-	\$ -
COUNTY (OASAS):	\$	60,000.00	\$ 60,000.00
COUNTY:	\$	-	\$ -
ANNUAL TOTAL:		\$ 3,216,717.00	\$ 3,216,717.00
AMENDMENT			
OASAS Jail Based Services:	\$	170,000.00	\$ 170,000.00
ADJUSTED TOTAL:		\$ 3,386,717.00	\$ 3,386,717.00



49521

Acct.	Funding Source	Program Name
HH	OASAS	Shelter Plus Care-Case Mgmt
HH	OASAS	Medically Supervised Outpatient
HH	OASAS	Intensive Residential
HH	OASAS	Support Services
HH	OASAS	Program Support
		OASAS-CNYS Aid
HH	OMH	Outreach - Community Support Services
HH	OMH	Outreach - Forensics
HH	OMH	Outreach - Community Reinvestment
HH	OMH	COLA
HH	OMH	Outreach - Community Support Services
HH	OMH	Outreach - Forensics
HH	OMH	Outreach - Community Reinvestment
HH	OMH	Outreach - Commissioner's Perf.
HH	OMH	COLA
HH	OMH	Advocacy/Support Services - Community Support Servi
HH	OMH	Advocacy/Support Services - MICA
HH	OMH	Advocacy/Support Services - Community Reinvestmen
HH	OMH	COLA
HH	OMH	Transition Management Services - Kendra's
HH	OMH	Transition Management Services - Community Reinvest
HH	OMH	COLA
HH	OMH	MICA Network - MICA
HH	OMH	MICA Network - Community Reinvestment
HH	OMH	MICA Network - Homeless/MICA
HH	OMH	COLA
HH	OMH	Assertive Community Treatment Dollars
HH	OMH	OMH-CNYS Aid

Total CNYS Aid for Contract

Updated 9/29/22 (W)

36090 Prog Code/Index	Helio Health - 2021-22 Funding Source Code	State Aid	
3078-00		145,158	
3520-00	674	530,581	530,581.00
3560-00	4647	1,044,792	
4084-00		60,000	
4084-00		170,000	
			<u>1,950,531.00</u>
0690-00	014	212,507	
0690-00	039J	190,378	
0690-00	200	295,721	
0690-00	965	6,370	Total 0690-00
0690-01	014	96,713	
0690-01	039J	98,999	
0690-01	200	20,326	
0690-01	400	12,983	
0690-01	965	2,089	Total 0690-01
1760-00	014	52,662	
1760-00	039C	50,904	
1760-00	200	119,918	
1760-00	965	733	Total 1760-00
1970-00	170B	116,930	
1970-00	200	7,457	
1970-00	965	2,773	Total 1970-00
5990-00	039C	3,329	
5990-00	200	85,008	
5990-00	300	25,382	
5990-00	965	1,519	Total 5990
8810-00	034J	33,485	Total 8810
			<u>1,436,186</u> -
			<u><u>3,386,717</u></u>

ithout COLA)

**Program Totals**

-

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704,976

231,110

224,217

127,160

115,238

33,236

1,435,937

Program Name	Program Code
Outreach (Non-Licensed Program)	690*
Advocacy/Support Services (Non-Licensed Program)	1760*
Transition Management (TM) Services (Non-Licensed Program)	1970*

Shelter Plus Care-Case Mgmt (Continuum of Care Rental Assistance Case Managem	3078
Medically Supervised Outpatient	3520
Intensive Residential	3560



Support Services	4080
Program Support	4084
MICA Network (Non-Licensed Program)	5990

Assertive Community Treatment (ACT) Service Dollars(Non-Licensed Program)	8810
---	------

### Program Description

Outreach programs/services are intended to engage and/or assess individuals potentially in need of mental health services. Outreach programs/services are not crisis services. Examples of applicable services are socialization, recreation, light meals, and provision of information about mental health and social services. Another type of service within this program code includes off-site, community based assessment and screening services. These services can be provided at forensic sites, a consumer's home, other residential settings, including homeless shelters, and the streets.

This program code should not be used for services that are provided by a licensed outpatient program. For unlicensed crisis type services use Program Code 2680 Crisis Intervention.

Advocacy/support services may be individual advocacy or systems advocacy (or a combination of both). Examples are warm lines, hot lines, teaching daily living skills, providing representative payee services, and training in any aspect of mental health services.

Individual advocacy assists consumers in protecting and promoting their rights, resolving complaints and grievances, and accessing services and supports of their choice.

Systems advocacy represent the concerns of a class of consumers by identifying patterns of problems and complaints and working with program or system administrators to resolve or eliminate these problems on a systemic, rather than individual basis.

**Units of Service:** Count the total number of contacts.

Transition Management Services (discharge planning) programs provide support for improved community service linkages and timely filing of Medicaid applications for seriously and persistently mentally ill (SPMI) consumers being released from local correctional facilities. The TM focus will be in obtaining post-release services for these consumers. TM can only be used with funding source code 170B.

**Units of Service:** The number of staff hours.

Provides Case Management to the HUD federally funded permanent supportive housing program. Dedicated supportive services to (chronically) homeless single adults and/or families, which include but are not limited to, counseling, referrals for education/vocational training, employment assistance, as well as assisting tenants in moving toward self-sufficiency and independent living.

**Regulation:** Not Applicable

**Units of Service:** None for CFR

A Medically Supervised Outpatient Clinic, including Intensive Outpatient Services (IOS) is intended for individuals who can maintain stability without the need for 24-hour supervision, live in an environment that is conducive to recovery, and have demonstrated functional skills for self-care. Intensive Outpatient Services are for those who need time limited intensive services (at least 3 hours a visit date) to solidify stability in preparation for longer term outpatient services. These individuals need more immediate assistance with drug refusal skills, immediate understanding/intervention regarding triggers to hazardous use.

**Regulation:** 822

**Units of Service:** Threshold Visits – each time a patient/collateral crosses the threshold of a facility to receive services at a certified site, without regard to the number of procedures provided during that visit. Count only one threshold visit per patient/collateral per day.

These programs assist individuals who suffer from substance use disorder, who are unable to mention abstinence or participate in treatment without the structure of a 24-hour/day, 7 day/week residential setting and who are not in need of acute hospital or psychiatric care or substance use disorder inpatient services. In addition to individual counseling, group counseling, supportive services, educational services, structured daily activities and adult living skills. Intensive residential programs provide the following, either directly or by referral: medical, mental health, parenting, and vocational employment supports that include vocational assessment, job skills training and employment readiness. These programs provide a minimum of 40 hours/week of services within a therapeutic milieu.

**Regulation:** 819

**Units of Service:** Patient Days

Chemical dependence related support services for OASAS programs.

**Regulation:** Not Applicable

**Units of Service:** None for CFR

The proposed network must define a service area, a target population and ensure that MICA Consumers have access to housing, treatment, peer support/self-help and alcohol/substance abuse services and case management. A MICA Network would include, but not be limited to: residential capacity, case management, psycho-social capacity, enhancement of treatment capacity, self-help, peer leadership/peer specialist/peer case management, linkages with drug and alcohol providers.

**Units of Service:** Count the total number of paid staff hours.

All Assertive Community Treatment (ACT) programs have access to “service dollars.” All service dollar programs are for emergency and non-emergency purposes and are to be used as payment of last resort. The purpose of the service dollar is to provide funds for recipients’ immediate and/or emergency needs. The use of service dollars in any of these programs should include participation of the recipient of services, who should play a significant role in the planning for, and the utilization of, service dollars. Also, as the needs of the recipient change, the money can be redirected to purchase the type of service that is currently needed. Services purchased on behalf of a recipient, such as Respite or Crisis Services, should still be reported using the appropriate Service Dollar program code. ACT Service Dollars may only be used on recipients receiving BCM, ICM, SCM or ACT Services and cannot be used for any other purpose. Agency administrative costs allocated to the operating costs of this program via the Ratio Value allocation methodology are redistributed to other OMH programs in the CFR.

**Units of Service:** Count the number of recipients utilizing these funds.

## AGREEMENT

THIS AGREEMENT between Oneida County, a municipal corporation organized and existing under the laws of New York State, 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 Helio Health, Inc., a domestic not-for-profit corporation organized and existing under the laws of New York State, having its principal office located at 555 East Genesee Street, Syracuse, New York 13202, and a local administration satellite office at 500 Whitesboro Street, Utica, NY, 13502 for the purpose of conducting local and regional business, hereinafter referred to as the "Provider Agency."

### WITNESSETH:

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

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County 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 County;

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, 2022 through December 31, 2024 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
  - a. Provide Outpatient Substance Abuse Clinic Treatment consistent with the New York State Office of Alcohol and Substance Abuse Services (OASAS) regulations to individuals and family members striving to achieve and maintain a sober lifestyle. The clinic will provide evaluation/assessment services, individual, family and group counseling, referral and discharge planning (**Medically Supervised Outpatient – 3520**);
  - b. Provide a 44-bed voluntary Residential Stabilization and Rehabilitation Substance Abuse Treatment program consistent with the OASAS Part 820 regulations. This program shall provide a highly intensive level of care for men and women who are experiencing dysfunction in multiple life areas and who require a structured living arrangement during treatment (**Intensive Residential – 3560**);
  - c. Administer Service Dollars for the Oneida County Assertive Community Treatment (ACT) Team located at Mohawk Valley Psychiatric Center and process requests for funds. Service

Dollars are to be used for emergency and non-emergency service purposes and are solely as payment of last resort. ACT Service Dollars may only be used on recipients receiving Blended Case Management (BCM), Intensive Case Management (ICM), Supported Case Management (SCM) or ACT Services and cannot be used for any other purpose (**Assertive Community Treatment (ACT) Service Dollars - Non-Licensed Program – 8810**);

- d. Coordinate Criminal Procedure Law (CPL) article 730 evaluations (fitness to proceed), and administer the Medication Grant Program as defined by New York State Office of Mental Health (“OMH”);
- e. Coordinate the Mentally Ill Chemically Addicted (“MICA”) network to ensure that MICA Consumers have access to housing, treatment, peer support/self-help, alcohol/substance abuse services, and case management. The MICA network will include but not be limited to residential capacity, case management, psycho-social capacity, enhancement of treatment capacity, self-help, peer leadership/peer specialist/peer case management, and linkages to drug and alcohol providers (**MICA Network - Non-Licensed Program – 5990**);
- f. Coordinate the Shelter Plus Care program designed to maintain stable housing for low-income individuals with substance abuse and/or mental health diagnoses. Shelter Plus Care shall provide case management services including an Individualized Service Plan (“ISP”) and monthly home visits. Participants must be actively engaged in treatment programs and will be linked to further community supports, as well as Section 8 housing. Shelter Plus Care assists the recovery process by ensuring housing is maintained through monthly rental subsidies and security deposits as needed (**Shelter Plus Care Case Mgmt. - Continuum of Care Rental Assistance Case Management – 3078**);
- g. Coordinate Forensic Case Management (“FCM”) specifically designed for individuals who are pending release or newly released from incarceration (County or state level), who have had a criminal charge within the last year or those that are at imminent risk of incarceration who do not have established case services provided. FCM will work to give participants enhanced opportunities and access to community services that may prevent/reduce likelihood or criminal recidivism. FCM services shall include: intake, assessing needs and service planning, referral to appropriate community based service providers, and encouragement of compliance with service regimens and monitor/communicate provide assistance with attaining resources from a variety of community agencies. Referrals can be made from specialty courts such as, Drug Court, Mental Health Court, Correctional Facilities with those inmates who will be housing in Oneida County, hospitals, and other community service providers;
- i. All Forensic Case Managers must have minimum qualifications of an Associate’s degree with Bachelor’s degree preferred and one-year employment experience in a Human Services field. Four years, or more, of training and experience may be substituted for the educational and employment requirements. Employees must demonstrate knowledge of the biopsychosocial process of substance use disorders/recovery, have a thorough knowledge of community resources and be able to



relate effectively with staff, clients and the professional community. All employees will have adequate supervision provided by an appropriate licensed clinician.

- ii. Training will be provided to Case Managers on evidence based practices including but not limited to the following topics:
  - 1. Mental Health Screening and Referral
  - 2. Substance Use Screening and Referral
  - 3. Motivational Interviewing
  - 4. Cultural Competency
  - 5. Ethics and Boundaries
  - 6. HIPAA
  
- h. Coordinate the Forensic Evaluation Unit (FEU) as an alternative-to-incarceration / diversion program for adults who are involved in the Oneida County criminal justice system and are struggling with mental illness, chemical dependency, intellectual or developmental disabilities, or other behavioral health challenges. FEU shall provide assessment and case management services in partnership with participants, courts, attorneys, and area providers.
  - i. All Forensic Case Managers must have minimum qualifications of an Associate's degree with Bachelor's degree preferred and one-year employment experience in a Human Services field. Four years, or more, of training and experience may be substituted for the educational and employment requirements. Employees must demonstrate knowledge of the biopsychosocial process of substance use disorders/recovery, have a thorough knowledge of community resources and be able to relate effectively with staff, clients and the professional community. All employees will have adequate supervision provided by an appropriate licensed clinician.
  
  - ii. Training shall be provided to case managers as follows:
    - (1) Suicide Prevention training which should include initial training and annual review training for all staff focusing on predisposing factors; high-risk suicide periods; warning signs and symptoms; and referral process when suicide concerns are identified;
  
    - (2) Trauma-Informed Care training which should identify trauma and related symptoms, train staff regarding the impact of trauma and implement an approach that minimizes the risk of re-traumatization;
  
    - (3) Mental Health First Aid – shall increase Case Manager knowledge of signs, symptoms, and risk factors of mental illnesses and substance use disorders/addiction;

(4) Training on evidence based practices including but not limited to the following topics:

- i. Mental Health Screening and Referral
- ii. Substance Use Screening and Referral
- iii. Motivational Interviewing
- iv. Cultural Competency
- v. Ethics and Boundaries
- vi. HIPAA

iii. Case Managers are expected to:

- (1) Appropriately assess and refer their clients to necessary mental health and/or substance abuse treatment along with other specific services, such as peer services, housing services, or care management services, if necessary;
- (2) Have knowledge of the different systems their clients are associated with to assist with navigation; this will include sending agency representation to the Oneida County SPOA meeting, and collaborating with agencies such as but not limited to Social Services, Probation, and Parole;
- (3) Compile a brief intake assessment to be presented to the referring Judge;
- (4) Reinforce the person-centered goals through community based agencies that the client is working with and monitor the progress and barriers of the clients by means of documented phone calls and letters to the client and assigned providers;
- (5) Present timely regular and ongoing comprehensive reports to FEU and the referring Judge, which specifically detail the client's compliance and/or non-compliance of treatment/services.
- (6) Be present in court as requested and/or necessary when their clients present before the referring Judge to answer questions and/or provide advocacy;
- (7) Effectively engage clients in their treatment through evidence based engagement techniques;
- (8) Develop and implement guidelines around client contact that support and encourage engagement;

(9) Provide FEU and the referring Judge with a plan upon completion of the court ordered programming detailing the individual's progress/barriers and continued relationship with community providers.

(10) Collect and report data regarding recidivism for the program according to metrics agreed upon between the agency and the county.

- i. Coordinate the Forensic Mental Health (FMH) Unit that provides comprehensive FMH programs within the 600 bed Oneida County Correctional Facility. Programs shall include assessments, suicide prevention, adjustment monitoring, medication management, and discharge planning;
  - i. All employees providing counseling (individual or group) must have a Master's Degree in a health and human services field. Employees not utilized for counseling must possess at least a Bachelor's Degree in a relevant field of study with at least 2 years of experience in a human services setting. Four years, or more, of training and experience may be substituted for the educational and employment requirements. All staff will have adequate supervision provided by an appropriate licensed clinician with knowledge and expertise in providing counseling in a forensic setting;
  - ii. All staff shall have:
    - (1) Knowledge of individual and group counseling techniques;
    - (2) Knowledge of counseling and guidance tools and techniques;
    - (3) Knowledge of the operations of a correctional facility;
    - (4) Knowledge of methods of alleviating social, psychological, and environmental problems which are unique to the correctional setting;
    - (5) Knowledge of correctional facility custody rules, regulations, and procedures;
    - (6) Knowledge of psychological and social problems in a correctional setting;
    - (7) Knowledge of correctional treatment and rehabilitation programs;
    - (8) Knowledge of the goals and objectives of correctional treatment services;
    - (9) Knowledge of the underlying theories and techniques of social work as it relates to inmates;
    - (10) Ability to apply current methods in the development of person centered goals.

(11) Ability to obtain and evaluate pertinent information from interviews with inmates or inmates' families.

iii. Staff training shall include:

- (1) Suicide Prevention Training – shall include initial training and annual review training for all staff focusing on predisposing factors; high-risk suicide periods; warning signs and symptoms; and referral process when suicide concerns are identified;
- (2) Trauma-informed Care – shall train staff on how to identify trauma and related symptoms, train staff regarding the impact of trauma and implement an approach that minimizes the risk of re-traumatization;
- (3) Mental Health First Aid – shall develop staff knowledge of signs, symptoms and risk factors of mental illnesses and addictions.
- (4) Provider Agency staff shall have knowledge of and implement proper therapeutic techniques for the correctional setting including but not limited to: Cognitive Behavioral Therapy (CBT), Moral Reconciliation Therapy (MRT), combination of CBT and behavioral therapy, Practical and Cultural Education Center (PACE), Aggression Replacement Training (ART), Reasoning and Rehabilitation, Relapse Prevention Therapy (RPT) and Dialectical Behavior Therapy (DBT).
- (5) Training will be provided to Forensic Mental Health staff on evidence-based practices including but not limited to the following topics:
  - a. Mental Health Screening and Recovery
  - b. Substance Use Screening and Recovery
  - c. Motivational Interviewing
  - d. Cultural Competency
  - e. Ethics and Boundaries
  - f. HIPAA
  - g. Suicide prevention, screening, and assessment
  - h. Trauma-informed Care
  - i. Co-Occurring Disorders
  - j. Severe and Persistent Mental Illness
  - k. Conflict management/De-escalation Techniques
  - l. Group Therapy Techniques

iv. The Provider Agency shall provide weekly groups in regards to mental illness, anger management, stress management, coping skills, poor impulse control, interpersonal conflicts, etc.;

v. The Provider Agency shall use an approved screening tool for suicide risk using Suicide Prevention Guidelines. The FMH unit shall adopt and implement an evidence based suicide screening tool for the jail population (within two months). This is to be used at the

time of booking into Oneida County Correctional Facility and throughout the inmate's stay if he/she displays signs of depression or expresses suicidal thoughts/ideation;

vi. Treatment/Care Planning: the Provider Agency shall develop and implement person-centered goals with inmates that are willing to address and work on their mental health needs. The goals shall be developed with the inmate to support his/her health and well-being while incarcerated with the goal of him/her returning to the community with a healthier state of mind and body;

vii. Discharge/Re-entry Services: the Provider Agency clinicians should have knowledge of community resources in order to make appropriate referrals. The Provider Agency shall complete an approved risk and need assessment and use the information to assist the inmate with obtaining linkage to identified services. Services may include, but are not limited to: mental health/medical services, housing assistance, emergency services, vocation/educational services, transportation, department of social services, case management services.

viii. The Provider Agency shall provide a transfer sheet of mental health concerns such as suicide risk and danger to self and others for inmates being transferred to state or any other facility.

ix. Provider Agency staff will collaborate and share information with OCDMH consultant staff who are performing assessments on inmates within Oneida County Correctional Facility.

j. Onboard or assign a CASAC /CASAC-T, according to appropriate volume, to provide substance use services commensurate with funding level within the 600 bed Oneida County Correctional Facility for inmates who identify as having a substance use disorder. The CASAC will work with inmates who identify as having a substance use disorder by providing individual/group counseling while incarcerated, and assisting with linkage to community treatment programs upon re-entry back into the community. A CASAC-T, Level I or higher, under the SUD Counselor Scopes of Practice/Career Ladder, should hold the position. The CASAC will need to provide the following:

1. SUD and COD screening
2. Individual and group counseling
3. Psycho-education
4. Case Management
5. Crisis Intervention
6. Client education
7. Discharge planning & Referral process
8. Reporting & Recordkeeping

- k. Provide insurance navigation services to inmates within the Oneida County Correctional Facility. Assist inmates in applying for and obtaining insurance upon their discharge from the Oneida County Correctional Facility.
3. For the services provided, the County shall reimburse the Provider Agency a maximum of Nine Million Six Hundred Fifty Thousand One Hundred Fifty-one Dollars and No Cents (\$9,650,151.00) 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 ("Voucher") to the County unless New York State Aid Funding Authorization provides otherwise. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the Voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's Contract Budget for the term of this Agreement.
  - a. The total amount stated above may be changed by New York State from time to time as New York State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the Oneida County Board of Legislators.
4. The County shall make payments to the Provider Agency 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 shall 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 New York 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, workers' compensation, retirement, or health insurance benefits. The Provider Agency and its employees, in accordance with their status as Independent Contractors, 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, 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 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. The Provider Agency and the County agree that the Provider Agency 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 Provider Agency's 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. Neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.

e. The 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 form of business organization, and with respect to its employees, including payroll deductions, workers' 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 New York State or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Provider Agency shall provide proof of workers' 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 or its employees' 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 regulations 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 New York State Office of Mental Health ("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 New York State and/or the County for monitoring purposes. It is expressly understood that all information sent to the County will be handled in a safe and confidential manner.
8. In the event that New York State or the 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 costs not approved for reimbursements by the County or New York State or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by New York State or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the Oneida 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 shall 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. 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.
  - c. OMH fully audited CFRs for the prior year that do not have a pre-approved 30-day extension are required to be received by the County by April 15<sup>th</sup> of each year.
  - d. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH supplied to the County by April 15th are required to be received by the County by May 15th.
  - e. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
  - f. OMH CBRs for the current year are required to be received by the County by October 15th.
  - g. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
  - h. The Provider Agency shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.
10. The Provider Agency shall submit a copy of the following reports to the County 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. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
  - 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 Oneida County, New York State or federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than OMH, OASAS, and OPWDD may promulgate these rules and regulations.
12. The Provider Agency shall defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of the Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency agrees to indemnify, defend, and save harmless the 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 this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider 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 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.
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 Employer's Liability insurance at the statutory limits in New York State. The County of Oneida shall be named as an "Additionally Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all required types of insurance coverage must be provided to the County at the time of the execution of this Agreement. 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. The Provider Agency waives all rights against Oneida County and its 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 Employer's 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 New York 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 in a judicial proceeding, then, such provision shall be severed and shall be inoperative and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain in full force and effect. The laws of New York State shall govern this Agreement and jurisdiction and venue shall lie within New York State.
16. The Provider Agency shall 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 County as outlined below.
  - a. It is expressly understood that as a Provider Agency for the County, it may and will receive confidential information from the County 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. The Provider Agency shall use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the County and the SPOA/A program. This means, among other things, that:

(1) The Provider Agency shall only access confidential information for which there is a need to know; and

(2) The Provider Agency shall not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and

(3) The Provider Agency shall not misuse confidential information or carelessly handle confidential information.

ii. The Provider Agency shall safeguard and shall 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 shall 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 shall 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 shall continue after termination of this Agreement 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 County 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 shall safeguard the confidentiality of all confidential information.

vi. The Provider Agency shall 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 Agency.

17. The Provider Agency shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. If the Provider Agency is provided with any confidential HIV related information during the course of providing services, it will safeguard such confidential HIV related information in accordance with New York State Law. Provider Agency shall only disclose confidential HIV related information in a manner consistent with the provisions of 18 NYCRR 357 and article 27-F of the New York State Public Health Law. Agencies found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.

a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information:

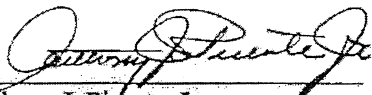
“This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized 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, as mandated reporters, shall report all instances of suspected child abuse, neglect, and/or maltreatment 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 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 its business expenses related to furnishing the services described herein, and shall not be reimbursed for 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 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.
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.

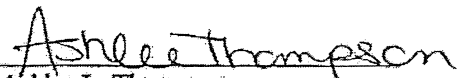
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IN WITNESS THEREOF, the County and the Provider Agency have signed this Agreement on the day and year first above written.

**COUNTY OF ONEIDA**


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

11/18/22  
Date

By:   
Ashlee L. Thompson  
Commissioner, Department of Mental Health

12/7/2021  
Date

**HELIO HEALTH, INC.**

By:   
Jeremy Klemanski  
President & Chief Executive Officer

11/23/21  
Date

Approved

By:   
Ellen S. Rayhill, Esq.  
Assistant County Attorney

Vertical text on the right margin, likely a page number or reference code.

HELIO HEALTH, INC.		TOTAL THREE YEAR BUDGET: \$		9,650,451.00	
APPENDIX A					
YEAR:	2022	2023	2024		
OMH:	\$ 1,436,186.00	\$ 1,436,186.00	\$ 1,436,186.00	\$	\$ 1,436,186.00
OASAS:	\$ 4,720,531.00	\$ 1,720,531.00	\$ 1,720,531.00	\$	\$ 1,720,531.00
OPWDD:	\$ -	\$ -	\$ -	\$	\$ -
COUNTY (OASAS):	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$	\$ 60,000.00
COUNTY:	\$ -	\$ -	\$ -	\$	\$ -
ANNUAL TOTAL:	\$ 3,216,717.00	\$ 3,216,717.00	\$ 3,216,717.00	ANNUAL TOTAL:	\$ 3,216,717.00
AMENDMENT					
AMENDMENT:	\$ -	\$ -	\$ -	AMENDMENT:	\$ -
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
ADJUSTED TOTAL:	\$ 3,216,717.00	\$ 3,216,717.00	\$ 3,216,717.00	ADJUSTED TOTAL:	\$ 3,216,717.00

Updated 9/7/2021

49521 Hello Health - 2021

36090 Prog Code/Index

49521

Funding Source

Acct.

Acct.	Funding Source	Program Name	36090 Prog Code/Index	Hello Health - 2021 Funding Source Code	State Aid	Program Totals
HH	OASAS	Shelter Plus Care-Case Mgmt	3078-00	674	145,158 CNYs	
HH	OASAS	Medically Supervised Outpatient	3520-00	674	530,581 IH	530,581.00
HH	OASAS	Intensive Residential	3560-00	4647	1,044,792 IH	
HH	COUNTY (OASAS)	Support Services	4080		60,000	
		OASAS-CNYs Aid			1,780,531.00	
HH	OMH	Outreach - Community Support Services	0690-00	014	212,507	
HH	OMH	Outreach - Forensics	0690-00	039J	190,378	
HH	OMH	Outreach - Community Reinvestment	0690-00	200	285,721	
HH	OMH	COLA	0690-00	965	6,370	Total 0690-00 704,976
HH	OMH	Outreach - Community Support Services	0690-01	014	96,713	
HH	OMH	Outreach - Forensics	0690-01	039J	98,999	
HH	OMH	Outreach - Community Reinvestment	0690-01	200	20,326	
HH	OMH	Outreach - Commissioner's Perf.	0690-01	400	12,983	
HH	OMH	COLA	0690-01	965	2,089	Total 0690-01 231,110
HH	OMH	Advocacy/Support Services - Community Support Serv	1760-00	014	53,662	
HH	OMH	Advocacy/Support Services - MICA	1760-00	039C	50,904	
HH	OMH	Advocacy/Support Services - Community Reinvestment	1760-00	200	119,918	Total 1760-00 224,217
HH	OMH	COLA	1760-00	965	733	
HH	OMH	Transition Management Services - Kendra's	1970-00	1708	116,930	
HH	OMH	Transition Management Services - Community Reinvest	1970-00	200	7,457	Total 1970-00 127,160
HH	OMH	COLA	1970-00	965	2,773	
HH	OMH	MICA Network - MICA	5990-00	039C	3,329	
HH	OMH	MICA Network - Community Reinvestment	5990-00	200	85,008	
HH	OMH	MICA Network - Homeless/MICA	5990-00	300	25,382	Total 5990 115,238
HH	OMH	COLA	5990-00	965	1,519	Total 8810 33,236
HH	OMH	Assertive Community Treatment Dollars	8810-00	034J	33,485	
HH	OMH	OMH-CNYs Aid			1,436,186	1,435,937

Total CNYs Aid for Contract

3,216,717

Program Name	Program Code	Program Description
Outreach (Non-Licensed Program)	690*	<p>Outreach programs/services are intended to engage and/or assess individuals potentially in need of mental health services. Outreach programs/services are not crisis services. Examples of applicable services are socialization, recreation, light meals, and provision of information about mental health and social services. Another type of service within this program code includes off-site, community based assessment and screening services. These services can be provided at forensic trials, a consumer's home, other residential settings, including homeless shelters, and the streets.</p> <p>This program code should not be used for services that are provided by a licensed outpatient program. For unlicensed crisis type services use Program Code 2680 Crisis Intervention.</p> <p>Units of Service: Total the number of contacts.</p> <p>Advocacy/support services may be individual advocacy or systems advocacy (or a combination of both). Examples are warm lines, hot lines, teaching daily living skills, providing representative payee services, and training in any aspect of mental health services.</p> <p>Individual advocacy assists consumers in protecting and promoting their rights, resolving complaints and grievances, and accessing services and supports of their choice.</p> <p>Systems advocacy represent the concerns of a class of consumers by identifying patterns of problems and complaints and working with program or system administrators to resolve or eliminate these problems on a systemic, rather than individual basis.</p> <p>Units of Service: Count the total number of contacts.</p>
Advocacy/Support Services (Non-Licensed Program)	1750*	<p>Transition Management Services (discharge planning) programs provide support for improved community service linkages and timely filing of Medicaid applications for seriously and persistently mentally ill (SPMI) consumers being released from local correctional facilities. The TM focus will be in obtaining post-release services for these consumers. TM can only be used with funding source code 170B.</p> <p>Units of Service: The number of staff hours.</p>
Transition Management (TM) Services (Non-Licensed Program)	1970*	<p>Provides Case Management in the HUD Federally funded permanent supportive housing program. Dedicated supportive services to (chronically) homeless single adults and/or families, which include but are not limited to, counseling, referrals for education/vocational training, a employment assistance, as well as assisting tenants in moving toward self-sufficiency and independent living.</p> <p>Regulation: Not Applicable</p> <p>Units of Service: None for CFR</p>
Shelter Plus Care-Case Mgmt (Continuum of Care Rental Assistance Case Management)	3072	<p>A Medically Supervised Outpatient Clinic, including Intensive Outpatient Services (IOS) is intended for individuals who can maintain stability without the need for 24-hour supervision, live in an environment that is conducive to recovery, and have demonstrated functional skills for self-care. Intensive Outpatient Services are for those who need time limited intensive services (at least 3 hours a visit date) to solidify stability in preparation for longer term outpatient services. These individuals need more immediate assistance with drug refusal skills, immediate understanding/intervention regarding triggers to hazardous use.</p> <p>Regulation: 522</p> <p>Units of Service: Threshold Visits – each time a patient/collateral crosses the threshold of a facility to receive services at a certified site, without regard to the number of procedures provided during that visit. Count only one threshold visit per patient/collateral per day.</p>
Medically Supervised Outpatient	3520	



<p>Intensive Residential</p>	<p>3560</p>	<p>These programs assist individuals who suffer from substance use disorder, who are unable to maintain abstinence or participate in treatment without the structure of a 24-hour/day, 7 day/week residential setting and who are not in need of acute hospital or psychiatric care or substance use disorder inpatient services. In addition to individual counseling, group counseling, supportive services, educational services, structured daily activities and adult living skills. Intensive residential programs provide the following, either directly or by referral: medical, mental health, parenting, and vocational employment supports that include vocational assessment, job skills training and employment readiness. These programs provide a minimum of 40 hours/week of services within a therapeutic milieu.</p> <p>Regulation: 819</p> <p>Units of Service: Patient Days</p>
<p>Support Services</p>	<p>4060</p>	<p>Chemical dependence related support services for OASAS programs.</p> <p>Regulation: Not Applicable</p> <p>Units of Service: None for CFR</p>
<p>MICA Network (Non-Licensed Program)</p>	<p>5990</p>	<p>The proposed network must define a service area, a target population and ensure that MICA Consumers have access to housing, treatment, peer support/self-help and alcohol/substance abuse services and case management. A MICA Network would include, but not be limited to: residential capacity, case management, psycho-social capacity, enhancement of treatment capacity, self-help, peer leadership/peer specialist/peer case management, linkages with drug and alcohol providers.</p> <p>Units of Service: Count the total number of paid staff hours.</p>
<p>Assertive Community Treatment (ACT) Service Dollars (Non-Licensed Program)</p>	<p>8810</p>	<p>All Assertive Community Treatment (ACT) programs have access to "service dollars." All service dollar programs are for emergency and non-emergency purposes and are to be used as payment of last resort. The purpose of the service dollar is to provide funds for recipients' immediate and/or emergency needs. The use of service dollars in any of these programs should include participation of the recipient of services, who should pay a significant role in the planning for, and the utilization of, service dollars. Also, as the needs of the recipient change, the money can be redirected to purchase the type of service that is currently needed. Services purchased on behalf of a recipient, such as Respite or Crisis Services, should still be reported using the appropriate Service Dollar program code. ACT Service Dollars may only be used on recipients receiving BCM, ICM, SCM or ACT services and cannot be used for any other purpose. Agency administrative costs allocated to the operating costs of this program via the Ratio Value allocation methodology are redistributed to other CMH programs in the CFR.</p> <p>Units of Service: Count the number of recipients utilizing these funds.</p>

**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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.

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. CERTIFICATIONS 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:

- i. 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.
  - ii. 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.
  - iii. 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,
- i. 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 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 or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, 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;

ii. 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:

i. 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 ongoing 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), above;

D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and 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 paragraph (D)(2), above, 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), above.

- ii. 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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. 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
- ii. 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:
  - i. 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;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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:

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

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. 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;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. 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

- ix. 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 permanently 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:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. 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
  - iii. 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 any 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 of the Labor Law, 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 monies 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 of the Labor Law, 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 Articles, 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 certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its 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; and (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 knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (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. 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 pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) 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. (ii) 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 acquired 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 sole 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 for 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 sole responsibility of the Contractor to establish 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 made 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 requested to be made or has been 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 to 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 or Contractor, or any person signing on behalf of any bidder or 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

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or 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 or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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 or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

#### 19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

i. Upon all real property owned or leased by the County of Oneida;  
and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.