

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

REQUEST FOR PROPOSALS

FOR

Case Planning Services

RFP NUMBER 2025-418

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

800 PARK AVENUE

UTICA, NEW YORK 13501

COLLEEN FAHY-BOX, COMMISSIONER

DATE: May 14, 2025

A handwritten signature in dark ink, reading "Colleen Fahy-Box", written over a horizontal line.

Colleen Fahy-Box, Commissioner
Oneida County Department of
Family and Community Services

ISSUE DATE: May 14, 2025
SUBMISSION DEADLINE: June 6, 2025

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
FUNDING OPPORTUNITIES

APPLICATION COVER PAGES

Applicants for funds for this program should submit one (1) original and five (5) copies of your application cover pages, proposed budget, and narrative paper to:

Colleen Fahy-Box, Commissioner
ATTENTION: Mary Kernan
Contract Administration, 4th Floor
800 Park Avenue
Utica, New York 13501

1. Please provide the following information about your organization:

Name of Organization: _____
Street Address/P.O. Box: _____
County: _____ City: _____ State: _____ Zip Code: _____

2. Amount of funds requested: _____

3. Who should we contact with questions about this application?

Name: _____
Title: _____
Telephone Number (Include Area Code): _____

4. What is your organization's Federal Employer Identification Number? _____

5. Please provide the names and telephone numbers of (3) references. Please include the relationship of each reference to your organization.

A) _____	_____	_____
Name	Telephone Number	Relationship to Organization

Agency (if applicable)		

B) _____	_____	_____
Name	Telephone Number	Relationship to Organization

Agency (if applicable)		

C) _____	_____	_____
Name	Telephone Number	Relationship to Organization

Agency (if applicable)		

6. Please attach a current list of Board of Directors members or Advisory Board members.

AGREEMENT:

It is understood and agreed to by any entity that submits a proposal (hereinafter the "Proposer") 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 for services. (2). The County and the Oneida County Department of Family and Community Services (hereinafter the "Department") reserve 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 Proposer 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 Proposer. (3). The County and the Department reserve the right to accept or reject any or all proposals which do not completely conform to the instructions given in the RFP. (4). The County and the Department may choose to divide the services among multiple agencies or to award multiple contracts under this RFP. (5). Submission of a proposal will be deemed to be the consent of the Proposer to any inquiry made by the County and/or the Department of third parties with regard to the Proposer's experience or other matters relevant to the proposal. (6) Funds provided for this project shall be used only for the conduct of the project as approved. (7). The contract may be terminated in whole, or in part, by the County. Such termination shall not affect obligations incurred under the contract prior to the effective date of such termination. (8). Funds will not be paid in advance. (9). Any significant revision of the approved project proposal shall be requested in writing by the Proposer prior to enactment of the change. (10). Progress reports shall be submitted as required by the Department. The final program and financial reports shall be submitted within a specified time period after the project terminates. Necessary records and accounts, including financial and property controls, shall be maintained and made available to the Department for audit purposes. (11). All reports of investigations, studies, publications, etc. made as a result of this proposal shall acknowledge the support provided by the Department. (12). 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. (13). The Department reserves a royalty free non-exclusive license to use and to authorize others to use all copyrighted material resulting from this project.

The Proposer certifies that to the best of their knowledge and belief the information in this application is true and correct, and that they will comply with the above agreement if the contract is received.

(Signature of official authorized to sign for Proposer)

(Date)

(Printed Name)

(Title)

SECTION 1: PURPOSE

- 1.1 The Department is seeking proposals for Case Planning Services. The County is looking for an entity to provide Child Protective and Preventive Mandated Case Planning services to approximately 250 cases at any given time.

Case Planning Services

Child Protective and Preventive Mandated Case Planning Services provide Preventive Services to children under the age of 18 who are at imminent risk of out-of-home placement. According to New York State Social Services Law (SSL §409), preventive services are supportive and rehabilitative services that are provided to children and their families for the purpose of:

- ☐ Averting an impairment or disruption of a family which will or could result in the placement of a child in foster care;
- ☐ Enabling a child who has been placed in foster care to return to his/her/their family at an earlier time than would otherwise be possible; or
- ☐ Reduce the likelihood that a child who has been discharged from foster care would return to such care.

Eligibility for Mandated Preventive Services:

New York State Social Services Law 409 addresses when preventive services are mandated. The eligibility criteria for mandated preventive services are defined in 18 NYCRR 430.9. To be eligible for mandated preventive services, the case circumstance must satisfy this specified eligibility criteria.

Least Restrictive Service Options

The eligibility determination for preventive mandated services must include an assessment of the least restrictive service interventions that can meet the needs of the child and family. The intent of preventive services is to maintain a child safely in his/her/their home and/or community. The services continuum in child welfare for children at risk of placement starts at the least restrictive interventions that will address the child and family needs and gradually seeks more intensive or intrusive service interventions to alleviate the need for placement and/or maintain child safety. The goal of preventive services is to engage the parent and/or child to accept community-based services on a voluntary basis to decrease the risk of out-of-home placement and promote child safety and well-being in a home/community environment. If this is not an option, the Department can open a Child Welfare Services Case, as a mandated preventive service case, on a voluntary basis and provide services through preventive mandated programming. If this is not able to alleviate or reduce the risk of out-of-home placement, home-based services can be ordered through Family Court if the Court determines there is a need for such services to avert placement. If it is determined it is not possible to keep a child safely at home with family/kin, the Department must seek Court approval for placement and utilize the least restrictive placement appropriate for the needs of the child.

The awarded Proposer(s) will provide community-based services to prevent foster care and/or to return children home from foster care. The services are intended to reduce incidents of child abuse and neglect, to prevent youth from presenting to the juvenile justice system, to decrease the number of children going into foster care, and to return children from foster care to a permanent living arrangement. The awarded Proposer(s) must pursue an aggressive policy regarding permanency planning for children at-risk of coming into care and children in care.

Multi-Systems Approach to Service Integration and Delivery:

The awarded Proposer(s) must possess expertise in working with families and have a thorough understanding of the varied human services system, with a focus on Social Services regulations and policies as determined by state and federal legislation and guidance. Also, it is critical the awarded Proposer(s) have a thorough knowledge of the resources in the community, a multi-systems approach to service integration and delivery and the ability to navigate referrals based on the needs of the child and Family.

The Department is looking for established programs with a history of successful implementation of community-based services for children at risk of out-of-home placement, abuse or neglect, or entrance into the juvenile justice system. The Department is seeking programs that have cross-systems approaches to problem resolution and the ability to work closely with schools, community providers, and other state agencies to access community-based and/or least restrictive services/programs available to meet the family's or child's needs. The Department will prioritize programs that utilize a wraparound services model. Wraparound is a strengths-based planning process that utilizes an inclusive planning process to engage with children, youth, and their families. Wraparound is based on an ecological model, and shifts focus away from a traditional service-driven, problem-based approach to care, and instead follows a strengths-based, needs-driven approach drawing upon the identified strengths and resources of the child, family and community.

- 1.2 As part of this RFP, the County will be using an outcome-based approach for the review, selection, and operation of these Services.
- 1.3 Of particular interest to the County are proposals that offer collaborative efforts, innovative funding, continuity of service, and staff stability.

SECTION 2: DEFINITIONS AND REGULATIONS:

- 2.1 The awarded Proposers(s) will provide the following services for the above-stated purpose and in conformity with applicable statute and regulation:
 - Preventive Services shall mean these supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of averting a disruption of a family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his/her/their 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.
 - Mandated Preventive Services shall mean Preventive Services provided to a child and his/her/their family whom the Department 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/her/their family who the Department may service pursuant to Section 409-a (2) of the Social Services Law. The following services, when provided for the above-stated purpose and in conformity with 18 NYCRR, Part 423, are considered Preventive Services:
 - Case management is defined as the responsibility of the local 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.

- 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/her/their 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/her/their 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 here within. Case Planner shall mean the caseworker assigned Case Planning responsibility.
- Casework Contacts is defined as :
 - (i). Individual or group face-to-face 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.
- 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 here within.
- 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,
- 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 three (3), but less than twenty-four (24) hours a day and at least four (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.
- 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/her family in an emergency or acute problem situation in order to avert foster care placement.
- Emergency Shelter is defined as providing or arranging for shelter where a child and his/her/their 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.
- Family shall be defined solely for the purpose of this RFP as the child who is at-risk of foster care, his/her/their 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/her/their parents and

- needs services to prevent return to foster care.
- 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - Transportation Services is defined as providing or arranging for transportation of the child and/or his/her/their 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.

2.2 Preventive Service Regulations

The awarded Proposer(s) will 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 New York State.

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 New York State.

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, Part 423.3 and approving child service plans.

The awarded Proposer(s) agrees to provide Preventive Services in accordance with the Scope of Services.

The awarded Proposer(s) 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.

The awarded Proposer(s) 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.

The awarded Proposer(s) and the Department agree that a determination by New York State to deny reimbursement to the Department for the provision of Preventive Services for a child, pursuant to Sections 153 and 153a through 153k of the Social Services Law, shall not relieve the Department or the awarded Proposer(s) 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.

Case Planning, along with Casework Contacts, shall be provided by the awarded Proposer(s) in accordance with the Scope of Services described in this RFP and as required by individual case plans 18 NYCRR Part 428.1 through 428.10 and 18 NYCRR 423.

Case Planner contacts will minimally include a monthly home visit and a face-to-face contact with all children and adult caretakers for the purposes of engaging the Family and assessing safety and well-being.

The awarded Proposer(s) 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 awarded Proposer(s) shall implement the change only upon receipt of written approval by the Department.

The awarded Proposer(s) 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.

2.3 Fair Hearings

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 thirty (30) days of application. The Department will also inform applicants for, or recipients of, Preventive Services how to file a fair hearing request. Whenever an applicant, or recipient, requests a fair hearing, New York State will provide such a hearing through its regular fair hearing procedures. The Department shall provide the awarded Proposer(s) with copies of the decision. The awarded Proposer(s), upon the request of the Department, shall participate in appeals and fair hearings as witnesses for a determination of issues.

2.4 General Responsibilities of Parties

The governing board of the awarded Proposer(s) shall exercise oversight of its day-to-day affairs and program and shall have the responsibility for day-to-day provisions of Preventive Services for each child serviced by it, in accordance with regulations for services provided

under such agreement and with appropriate New York State regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the Department.

The awarded Proposer(s) will maintain sufficient staff, facilities and equipment, in accordance with New York State regulations in order to provide the services set forth in the Scope of Services outlined in this RFP.

The Department agrees to notify the awarded Proposer(s) of persons who are assigned monitoring responsibility for Child Protective Services ("CPS") recipients receiving Preventive Services from the awarded Proposer(s).

2.5 Books, Records and Reports

The awarded Proposer(s) will keep accurate records (in conformance with state regulations established for utilization review and uniform case recording) for each public charge receiving services under this program. Each record shall indicate the services provided to the child and his/her/their family, in addition to other recipients of service involved with the case, including the date such services were provided. The awarded Proposer(s) shall make such reports to the Department on the current status and progress of each recipient of service at intervals required in the New York State regulations.

All information contained in the awarded Proposer(s)' files shall be held confidential by the awarded Proposer and the Department pursuant to the applicable provisions of the Social Services Law and any New York State regulations promulgated thereunder, including 18 NYCRR, Parts 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.

The records of individual recipients of services shall be made available to the Department upon request for consultation or review.

The awarded Proposer(s) will maintain statistical records as required by the Department and will furnish such data at times prescribed by the Department.

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

Such financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized County, state and/or federal personnel.

The awarded Proposer(s) agrees to retain all books, records and other documents relevant to such program for six (6) years after final termination date of the agreement, during which time authorized County, state and/or federal auditors shall have access to and the right to examine the same.

2.6 Accountability

The Department will establish methods to evaluate the provision of Preventive Services by the awarded Proposer(s) pursuant to this program. All provisions of this Section shall be interpreted consistent with New York State law and applicable regulations. In implementing the foregoing, the awarded Proposer(s) recognizes that the Oneida County Commissioner of Social Services, 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 any such agreement, should one be awarded, to monitor the awarded Proposer(s) with regard to the Preventive Services provided to the children referred thereunder.

The awarded Proposer(s) agrees that a program and facilities review, as it pertains to the delivery of Preventive Services under this program, 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.

The Department shall confer with the awarded Proposer(s) quarterly to discuss the services purchased by the Department. This shall include, but not be limited to, such items as frequency of contact and planning with the 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 awarded Proposer(s) and the Department determined these were necessary. These client reviews shall include determination of compliance to contract requirements.

The awarded Proposer(s) shall not make any subcontract for the performance of this program without prior written approval of the Department. The assignment of this program, in whole or in part, or of any money due or to become due under this program 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 awarded Proposer(s) is responsible for the performance of any subcontractor.

2.7 Compliance with Law

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

SECTION 3. QUALIFICATION OF PROPOSER

Evidence of the following qualifications must be included in the proposal materials:

- 3.1 Qualification to do business in New York State or a covenant to obtain such qualification prior to the execution of a contract;

- 3.2 Written approval as a not-for-profit organization in New York State;
- 3.3 A copy of the most recent independent agency audit;
- 3.4 A listing of current contracts with local, state or federal Government;
- 3.5 Proposer's mission statement and organizational chart, to include a breakdown of staff structure and positions;
- 3.6 Compliance with the Oneida County Affirmative Action Program will be required. With your proposal, please submit a statement indicating the composition of the Proposer's workforce;
- 3.7 Name and contact information of the individual that will serve as the project liaison and be primarily responsible for providing services under the proposal.
- 3.8 A copy of Proposer's operational procedures that assure compliance with prescribed federal, state, and local law pertaining to:
 - 3.8.1 Fair hiring affirmative action policy;
 - 3.8.2 Confidentiality/right to privacy laws pertaining to individuals served;
 - 3.8.3 Fingerprinting/clearance policy for staff hires;
 - 3.8.4 Tobacco/substance abuse policy;
 - 3.8.5 Employee grievance procedures; and
 - 3.8.6 Employee disciplinary policy.
- 3.9 Provide any additional information that you feel would distinguish the Proposer in its service to the County.
- 3.10 In addition, the County may make such investigations it deems necessary to determine the ability of the Proposer to perform the services. The Proposer shall furnish to the County, within five (5) days of request, all such information and data for this purpose as may be requested. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the services contemplated therein. Conditional proposals will not be accepted.
- 3.11 No awarded Proposer shall sub-contract any part of this contract award to another agency without first obtaining written approval by the Department.

SECTION 4: INSURANCE AND INDEMNIFICATION

The following language regarding insurance and indemnification will be part of the contract, and the awarded Proposer will be required to provide proof of same prior to execution of the contract:

4.1 The awarded Proposer 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. The County, and all 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 insureds.

III. Abuse and molestation coverage must be included.

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

I. Coverage for review of cases and resulting professional assessment.

II. Coverage for abuse and molestation.

C. Business Automobile Liability (BAL)

I. BAL 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. The County shall be included as an additional insured on the BAL policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

D. Commercial Umbrella

I. Commercial Umbrella limits must be at least \$5,000,000 and must extend over the Professional Liability coverage.

II. Commercial Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

III. Commercial 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.

4.2 **Waiver of Subrogation:** Awarded Proposer 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.

4.3 **Certificates of Insurance:** Prior to the start of any work the awarded Proposer 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 awarded Proposer'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 thirty (30) days prior written notice has been given to Oneida County.

4.4 **Indemnification:** The awarded Proposer 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 awarded Proposer 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 awarded Proposer and its sub-consultants or failure on the part of the awarded Proposer and its sub-consultants to comply with any of the covenants, terms or conditions of this agreement.

SECTION 5: SCOPE OF SERVICES

5.1 Preventive Service Purpose:

There is a need to provide community-based services to families in order to prevent foster care and to return children from foster care. The main priority of Mandated Preventive Services is to decrease the number of children going into foster care and to return children to a permanent living arrangement. The awarded Proposer(s) will pursue an aggressive policy regarding permanency planning for children at risk of going into care and children in care.

5.2 Program Specifications

Eligibility - The Department is responsible for determining eligibility for Preventive Services and authorization of services via required service application and WMS Authorization. The awarded Proposer shall enforce a no-refusal policy for cases referred by the Department.

All referrals to the awarded Proposer(s) will be made by the Department's case manager. The awarded Proposer(s)' caseworker will contact the Department's case manager to determine a time to conference the case so that decisions can be made pertinent to the Service Plan

The Department will provide Case Management functions to include monitoring of CPS cases; responsibility for submission of CCRS information, and cooperation with the awarded Proposer(s) for formulation of Service Plan, approval of Service Plan, and Utilization Review procedures. The Department will be responsible for integration of the Service Plan to ensure that one agency/individual is designated as the official case planner, responsible for developing a single Family Assessment and Plan. In the event of conflict regarding the Service Plan, the Department is responsible for resolving the issue. The final responsibility for Child Protective cases must rest with the Department's CPS Staff.

The awarded Proposer(s) will employ adequate Case Planners to support Child Protective Undercare/Preventive Case Planning services to approximately 250 cases at any one time. Case Planners shall possess caseworker qualifications. Supervisors shall possess the qualifications and experience of a County Grade B supervisor who would have the responsibility to supervise the Case Planners.

Per Department policy, Case Planner contacts will minimally include a monthly home visit and a face-to-face contact with all children and adult caretakers named in the case for the purposes of engaging the Family and assessing safety and well-being. Per regulations, the awarded Proposer(s) will maintain case contacts as required by New York State codes rules and regulations. Contacts include in-home conference and Service Plan reviews. The regulations require a **minimum** of twelve (12) contacts between the Case Planner and the child and his/her/their Family within each six (6) -month period of service. Of the twelve (12) contacts, four (4) must be individual face-to-face meetings with the child and/or his/her/their Family, and two (2) of the meetings within each 6-month time frame must be conducted within the child's home. Eight (8) of the contacts may be group counseling or group activities if these activities involve interaction between the Case Planner and the child and/or his/her/their Family and the activities are included in the child's service plan. In addition, per Department policy, monthly home visits are required on open preventive cases.

For cases opened Preventive Mandated and/or CPS, in receipt of Preventive Services, the minimum number of Case Contacts required are determined by the CPS regulations which require a minimum of two (2) face-to-face Case Contacts per month, or more if deemed necessary, with identified child and caretakers named in the CPS case, one (1) of which must be in child's home. The awarded Proposer(s) understands that it is a mandated reporting source for child abuse and neglect. The awarded Proposer(s) further agrees that as a mandated reporter, they will participate and/or cooperate with the Department in a CPS investigation. Additionally, when requested by the Department or required by the Family Court, will attend Family Court proceedings to provide information related to the Case Planning activities.

The awarded Proposer(s) will provide the supervision needed for its Case Planners to ensure that they fulfill all federal, state and local requirements.

It is the expectation that the awarded Proposer(s) will maintain Case Planner caseloads managing Mandated Preventive/Child Protective cases at 10-13 cases per Case Planner. The awarded Proposer(s) will complete progress notes contemporaneously and ensure entry into

the electronic case record within two (2) business days of date of note. The awarded Proposer(s) will copy any material they need at their site. The awarded Proposer(s) will provide training and supervision in the preparation of case progress notes and seek additional assistance from the Department if needed. The awarded Proposer(s) will enroll their staff in the Office of Child and Family Services basic casework training curriculum referred to as Foundations within one (1) month of hire. If unable to enroll within the first month, efforts will be documented until enrollment is successful.

Uniform Case Recording Requirements – The awarded Proposer(s) will abide by the Department's requirements and timeframes for submission of information for each Family's Uniform Case Record. The awarded Proposer(s) will be responsible for the preparation of the Service Plan. The awarded Proposer(s) agrees to follow the requirements set in New York State regulations regarding Uniform Case Records.

The awarded Proposer(s) will be required to assist in the preparation of petitions or reports for Family Court and provide any supporting documentation requested and submit these to the Department's Case Manager thirty (30) days prior to the scheduled court date, termination date of the court order, or as requested by the Department or Family Court. Based on case circumstances, reports or affidavits may be required on an immediate or emergent basis and it is expected the awarded Proposer(s) will cooperate with Department to complete these documents in an expedited manner. The awarded Proposer's Case Planner will be available for all court appearances. In the absence of the Case Planner, the Case Planner's supervisor will attend court and shall be fully familiar with the case circumstance.

The awarded Proposer(s) agrees to adhere to the policy, procedures and protocols as developed by New York State and the Department as they pertain to Case Planning duties and responsibilities.

The awarded Proposer(s) will have back-up staff available for emergency coverage through a designated system which includes office staff.

The awarded Proposer(s) will continue to handle cases and the caseload as stated regardless of temporary staff vacancies; and ensure active recruitment processes are in place to fill vacant positions as timely as possible.

Reporting Requirements - In active CPS cases, the awarded Proposer(s) must supply the Department with necessary information to complete any and all reports including but not limited to - "Follow-up Report Child(ren) in Need of Protection."

Confidentiality – The awarded Proposer(s) will abide by state laws regarding confidentiality of client information. Written, informed, client consent will be required before confidential information is divulged. Case material will be stored in a locked file in an office inaccessible to unauthorized access. The official case record will be maintained at the Department.

The awarded Proposer(s) agrees to arrange or provide transportation for clients for the following situations, but not limited to these situations;

1. Medical appointments
2. Visitation

3. Counseling appointments
4. Contacts with other agencies providing services
5. Pre-placement visits, if necessary.
6. To the Department for Departmental business.

The awarded Proposer(s) agrees to prepare and provide any and all monthly reports required by the County and New York State pertaining to this program.

Such financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized County, state and/or federal personnel. Awarded Proposer(s)' financial records for the contracted program must be completed and available to the Department's fiscal staff for review and audit upon request. The awarded Proposer(s) will also submit any and all reports required for preventive service contracts, including Quarterly Evaluations every three (3) months.

The awarded Proposer(s) agrees that equipment purchased under this RFP would be the property of and would revert back to the Department upon any termination or failure to renew.

Program Evaluation - The Department will review and monitor program adherence collecting data internally and externally. The Department and the awarded Proposer(s) will meet at least quarterly to discuss the status of an agreement, when awarded.

5.3 Program Descriptions

The awarded Proposer(s) will provide shared supervision and provide administrative oversight in collaboration with the Department for the activities of the Case Planners. A caseload of 10 – 13 cases at any given time shall be assigned per worker. The awarded Proposer(s) agrees to provide services to 250 cases at any one time with a no-refusal policy. These cases will be drawn from the Department's mandated preventive and protective caseload. The Case Planner will be available flexible hours to better serve the Families.

- Provide Family-based community/home based services to children at imminent risk of foster care and their Families to reduce the number of children entering or re-entering foster care due to issues related to abuse or neglect, PINS and/or JD behaviors, or other child or parent-centered issue that places the child at risk of out-of-home placement, and assist them to succeed in the community.
- To reunify children in foster care with their Families as quickly as possible, ensuring them a safe, nurturing, and healthy environment
- When children cannot return home, assist them by developing a permanency plan that ensures their right to a nurturing and secure home environment that allows the fullest potential for physical and emotional growth,
- Provide required services to families as outlined in proposal, and all applicable New York State regulations, regardless of the vacancy status of personnel.
- The awarded Proposer(s) shall report to the Department any incident involving a client or Family referred by the Department that the awarded Proposer(s) deems significant. This includes but is not limited to: any violent or aggressive behavior against the worker or in the worker's presence, any instance where a client or Family member is involved with the police and/or court systems, or any critical concern of a Family member's health, safety or well-being.

5.4 While the County is particularly interested in proposals that propose innovative approaches to improving outcomes for families and children, all laws, regulations and Department procedures must be complied with including the following:

- Case Planning Services proposals will outline cooperation with the Department and will provide the necessary services and documentation to ensure compliance with standards prescribed by federal, state and local law.
- All proposals for Case Planner Services must agree to participate in a centralized intake process and may not reject any case referred nor close any case without prior written approval from the Department.
- No awarded Proposer(s) shall sub-contract any part of this award to another agency without approval from the Department and any plan to utilize sub-contractors should be outlined in the proposal.

5.5 Special consideration will be given to programs with a capacity to incorporate or ability to build a community-based network of services. This would be paid through a fee-for-service schedule as a separate cost from the contractual agreement. These services would be identified through service planning, and awarded Proposer would obtain and monitor such services for effectiveness and/or continuation.

The County is seeking qualified cost-effective program to work collaboratively as we seek these SPECIFIC OUTCOMES for the Case Planning Services:

Outcomes/Measurements for Case Planning Services:

- Outcome: The Case Planning contract will work with participant families to prevent children from entering care, to reduce the length of stay of children in placement, to reduce the number of children needing re-placement, and to provide community oversight to high-risk cases in order to monitor and ensure children's safety.
- Performance: Family service needs will be identified and participants will become engaged in services. Family assessment will be done in a manner that reflects culturally competent and Family-focused planning. Case Planning responsibilities will include casework counseling, advocacy and referral, service coordination, assistance with transportation, supervision and oversight of open cases. The Case Planner will provide community oversight for children in high-risk families through frequent contact and/or monitoring of court orders as well as the identification and utilization of appropriate community-based resources, as well as contact with individuals in a position to assess safety and well-being of the children.
- Measurement: 66% of the participant families will not have any substantiated reports of abuse/neglect while participating in services.
- Measurement: 66% of participant families that have children in out-of-home placement who are eligible for Mandated Preventive Services based on the Service Plan goal to return children home within six (6) months; will have their children returned to them within the specified six (6) month period.
- Measurement: 66% of the cases with existing Family Court orders will not have any new violations filed during the time the case remains open with the case planning.
- Measurement: 66% of the participants will report satisfaction with services offered as measured by a client satisfaction survey.

SECTION 6. TERM OF CONTRACT

- 6.1 It is the intent of the County to award a contract/contracts for a term not to exceed five years. Initial contracts awarded for a period of less than five years may be renewed for additional terms for a total not to exceed five years.
- 6.2 The awarded Proposer will be required to execute a contract with the County in substantial compliance and conformance with this RFP starting on or about July 1, 2025.

SECTION 7. COST PROPOSAL

- 7.1 A cost proposal, payment schedule, and detailed itemized budget must be submitted in one (1) year increments for all five (5) years of the possible contract term.

SECTION 8. REIMBURSEMENT AND CLAIMING PROCEDURES

- 8.1 The Department shall reimburse the awarded Proposer(s) for provision of Preventive Services in accordance with the claiming procedures in accordance with state and federal regulations pertaining to reimbursement of Preventive Services.
- 8.2 The County shall reimburse the awarded Proposer for services provided for an acceptable level of compliance as specified in this RFP and pursuant to the submitted itemized budget. Reimbursement shall be made monthly, upon submission of a County voucher which shall be documented by sufficient, competent evidential matter, including case name, employee name, dates of service, activities performed, hours worked, and other information deemed necessary by the Department. Each County voucher shall also include any documentation necessary to determine compliance with the performance outcomes and measurement standards listed in Section 3.6 hereinabove.

SECTION 9. APPLICATION CRITERIA AND REVIEW APPROACH

- 9.1 Proposals shall remain valid until the execution of a contract by the County.
- 9.2 The following criteria will be applied to all proposals under this request:
 - A. Outcomes, performance targets, and measurements proposed both in terms of their level and their relevance to the County's scope of services.
 - B. The likelihood that the performance targets will, in fact, be accomplished.
 - C. The costs compared to the targets to be accomplished.
- 9.3 Proposals shall be examined and evaluated by the Department to determine whether they meet the requirements of this RFP.

SECTION 10. ALTERNATIVES

- 10.1 Proposer may include in their proposal items not specified in this RFP which they would consider pertinent. All such alternatives shall be listed separate from the proposal and the cost thereof shall be separate and include a detailed, itemized budget in one (1) year increments for all five (5) years.
- 10.2 In the event that such alternatives are included in the final contract that is awarded, one or more standard performance measures specific to those alternatives may be detailed in the final contract.

SECTION 11. MODIFICATION AND WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the application deadline.

SECTION 11. STAFFING REQUIREMENTS

11.1 Provider Qualifications

- Provider Entities

The Services must be provided by an agency or facility, persons or group possessing the capability to provide such Services who are approved by the Office of Children and Family Services. Prospective providers of case planning services may include, but are not limited to:

- Facilities licensed or certified under New York State law or regulations;
- Health care or social work professionals licensed or certified in accordance with New York State law

- Case Planning Staff

Agency must define program structure and qualifications. All levels must meet minimum qualifications. Individual case planning staff must meet the educational and experience qualifications outlined in 18 NYCRR 432.2 and N.Y. Soc. Serv. Law § 421. The individual providing case management services or case management supervision must have a baccalaureate or equivalent college degree.

SECTION 12. APPLICATION DEADLINE

Friday, June 6, 2025 3:00 P.M. (local time)

SECTION 13. GEOGRAPHICAL AREA TO BE SERVICED

Oneida County.

SECTION 14. CRITERIA FOR PROPOSAL ACCEPTANCE

- 14.1 The contract will be awarded only to a qualified Proposer or Proposers.
- 14.2 In order to be eligible, the Proposer must describe its qualifications to successfully carry out the proposed objectives. This should include agency history, ability to provide applicable services, and any other information that demonstrates the likelihood that Proposer will achieve the proposed outcomes.

SECTION 15: PROPOSAL RESPONSE

- 15.1 One (1) single-sided original and five (5) copies of the completed proposal consisting of application cover pages, narrative, plan for staff coverage, and cost proposal must be received at the offices of the Oneida County Department of Family and Community Services, Contract Administration 4th Floor, not later than 3:00 PM (local time) **Friday, June 6, 2025.**
- 15.2 Proposals should be addressed to:
Mary Kernan, Contract Administration 4th Floor
Oneida County Department of Family and Community Services
800 Park Avenue
Utica, New York 13501

SECTION 16: PROPOSAL QUESTIONS

Any technical questions relating to this request for proposals should be presented to:
Mary Kernan, Contract Administrator
mkernan@oneidacountyny.gov, (315) 798-5058

SECTION 17: MISCELLANEOUS

- 17.1 All information and materials submitted will become the property of the County. Proposers should not submit proprietary or confidential business information unless the vendor believes such information is critical to its presentation. Proprietary or confidential information should be clearly identified as such. The County will protect such proprietary information only to the extent that the law allows.
- 17.2 This RFP does not commit the County to award a contract or contracts or to pay any cost incurred in the preparation of a proposal in response to this request.
- 17.3 The County reserves the right to accept or reject any or all applications received as a result of this request; to negotiate with qualified Proposers; to award to multiple Proposers; or to cancel in part or in its entirety this RFP, if it is determined to be in the best interest of the County to do so.
- 17.4 Total cost is not the only factor and lowest proposal does not necessarily guarantee award of contract. All factors are evaluated including ability to perform the services, knowledge, experience are other such related factors.

- 17.5 The awarded Proposer shall comply with the New York State Conditions attached as **Appendix A.**
- 17.6 The awarded Proposer shall comply with the Standard Conditions for Oneida County Department of Family and Community Services Contracts attached as **Appendix B**
- 17.7 The awarded Proposer shall comply with the Standard Oneida County Conditions attached as **Appendix C.**

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 forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the

performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to 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 or perjury, that to the best of his knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES CONTRACTS

PERSONNEL

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

NOTICES

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

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

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

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

GENERAL TERMS AND CONDITIONS

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

- 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.
 - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Program Manager who shall have authority relating to the technical services and operational functions of this Agreement and activities completed or contemplated there under. The Program 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 Program 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 Agreement between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this Agreement (2) that nothing contained in the subcontract shall impair the rights of the Department under this Agreement, (3) that nothing contained in the subcontract, nor under this Agreement, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications

currently required by the law of any applicable local, state or federal government to perform the services pursuant to this Agreement and/or subcontract entered into under this Agreement. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the Agreement, Contractor will immediately notify the Department.

- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this 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 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:
 - a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
 - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
 - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.

- e) The Contractor agrees that any equipment purchased with funds under this Agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this 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 years.

- n. By signing this Agreement, the Contractor certifies that within the past three years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Agreement. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
- The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 - The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 - The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 - The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 - The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 - The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 - The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the 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. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a Contractor believes they are exempt from the Workers

Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

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

REPORTS AND DELIVERABLES

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

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

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

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

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

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

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

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

- d. All information contained in the Contractors, or its sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this Agreement and shall submit forms to the following address:

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

PUBLICATIONS AND COPYRIGHTS

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

PATENTS AND INVENTIONS

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

TERMINATION

- a. This Agreement may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by

hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this Agreement.

- b. If the Contractor fails to use any real property or equipment purchased pursuant to this Agreement or the Contractor ceases to provide the services specified in the Agreement for which the equipment was purchased, the Department may terminate this Agreement upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this Agreement, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this Agreement or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this Agreement shall be deemed in the sole discretion of the Department terminated immediately upon the 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 contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this Agreement; the Department may terminate this Agreement upon thirty (30) days written notice to the Contractor. Said notice of

termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the Contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the 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, or has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other Agreement with the Department, or has abused or misused funds paid to the Contractor under any other Agreement with the Department, the rights of the Department shall include, but not be limited to:

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

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

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

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

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

FISCAL SANCTION

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

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

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

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, and retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the 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 the 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 Agreement or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the 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 the Agreement are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

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

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

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social

Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attests 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.

APPENDIX C

STANDARD ONEIDA COUNTY CONDITIONS

The County of Oneida ("County") and _____ ("Contractor"), for good consideration, agree to be bound by the following clauses which are hereby made a part of the foregoing Agreement:

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:
 - 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 (HIPPA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - 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 principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their 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.

21. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 220-i.

If this contract is for a public work and is a covered project as set forth in Labor Law § 220-i, the Contractor shall at all times comply with, and shall require its subcontractors (if any) to comply with, Labor Law § 220-i. The Contractor and its subcontractors (if any) shall at all times be registered by the Department of Labor as set forth in Labor Law § 220-i. Should the registration of the Contractor or its subcontractors (if any) lapse during the term of the contract or subcontract, the Contractor and its subcontractors shall be subject to Labor Law § 220-i(5). Should a Contractor or subcontractor be determined by the Department of Labor to be unfit to be registered by the Department of Labor during the term of the contract or subcontract, then its work may continue only if a monitor is appointed to oversee the work completed at the sole expense of the Contractor or its subcontractor, as applicable. Such monitor must be approved by the Department of Labor.