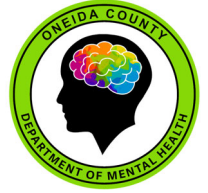




# ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH

ANTHONY J. PICENTE, JR.  
*County Executive*

ASHLEE L. THOMPSON  
*Commissioner*



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## ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH

### REQUEST FOR PROPOSALS

### FOR

### COURT NAVIGATOR SERVICES

**RFP #2025-426**

**Issue date:** Friday, July 18, 2025

**Issued by:** Ashlee Thompson  
Commissioner of Mental Health  
Director of Community Services (DCS)  
(315) 768-3660  
[mentalhealth@oneidacountyny.gov](mailto:mentalhealth@oneidacountyny.gov)

**Proposals due:** Friday, July 25, 2025 by 4:00 PM EST

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## 1. AGREEMENT ACKNOWLEDGEMENT

### It is understood and agreed by the Offeror that:

1. This Request for Proposals (herein referred to as “RFP”) does not require the County of Oneida (herein referred to as the “County”) to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any offeror (herein referred to as the “Applicant”) 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 Applicant.
3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties regarding the Applicant's experience or other matters relevant to the proposal.
4. The awarded agreement may be terminated, in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded Agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for services as approved and set forth by the County. The County shall have no liability to an Applicant beyond funds set forth in the executed agreement.
6. Any revision of the approved proposal requires written justification to the County for consideration, which may or may not be approved.
7. Necessary records and accounts, including financial and property controls, shall be maintained, and made available to the County for audit purposes.
8. All reports of investigations, studies, publications, etc., made because of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized individuals. Applicants acknowledge that the County is subject to Article 6 Freedom of Information Law (FOIL).

All references to time contained in this RFP are Eastern Standard Time (EST). Applicants are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

\_\_\_\_\_  
Legal Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

**SIGN AND RETURN WITH BID SHEET OR PROPOSAL**

## 2. PURPOSE

The Oneida County Department of Mental Health (herein referred to as the “County”) is seeking proposals from Applicants to provide Court Navigator Services in Oneida County, NY. The Court Navigator Team shall consist of three full-time Court Navigators in the role of a Peer Specialist, Case Worker, and Mental Health Professional. Navigators work with local systems to coordinate voluntary care for justice-involved individuals to support their health, wellness, and recovery. Navigators will work closely with the County and local courthouses to foster rapid connections to services and encourage engagement and participation with services.

The County was awarded funding for these services from the New York State Office of Mental Health and, for the purposes of this project, intends to subcontract these services through an eligible applicant. Although staff may be employed through the awarded Applicant, they are still required to adhere to the job duties and expectations set forth in the Navigator Guidance Document. See Appendix A “Navigator Guidance Document.”

## 3. GOALS

The overall goals of the Court Navigator Team are as follows:

- A. Optimize connection to and engagement with community mental health treatment and related services for individuals involved in the criminal justice system.
- B. Increase the number of screenings and evaluations conducted at early stages of the criminal justice system (preferably at or shortly after arraignment) to help identify pertinent behavioral health interventions.
- C. Address barriers to mental health treatment for those with behavioral health needs to potentially reduce the number of missed court dates, technical violations, and re-arrests.
- D. Seek opportunities to engage individuals with Serious Mental Illness (SMI) in alternatives to incarceration or other diversion programs to reduce incarceration for those with SMI.

## 4. ELIGIBILITY FOR NAVIGATOR SERVICES

The Court Navigator Team shall provide services and/or support to eligible individuals within Oneida County. All criteria listed below must be satisfied to provide navigator services. Eligibility requirements may fluctuate based on guidance from the New York State Office of Mental Health.

- A. **Mental Health Eligibility Criteria:** The following criteria shall determine mental health eligibility for services. It is important to note that a mental health diagnosis does not need to be linked with charges when determining eligibility, nor is it expected for this to be determined at the time a referral is made.
  - i. Defendants who have a known history of a Serious Mental Illness (SMI) diagnosis, including but not limited to schizophrenia, schizoaffective disorder, delusional disorder, unspecified schizophrenia spectrum and other psychotic disorder, major depressive disorders, and/or bipolar disorder; or
  - ii. Defendants who are assessed by the Navigator or other mental health professionals and found to need mental health services.
- B. **Criminal Justice Eligibility Criteria:** The following criteria shall determine criminal justice eligibility for services.
  - i. Defendants are charged with a felony or misdemeanor-level offense who are either:

- i. In the community pending the outcome of their case; or
- ii. Released from jail while their criminal case is pending

## **5. STAFF QUALIFICATIONS**

The Court Navigator Team shall consist of the following roles. Each Navigator shall be full-time and shall not have other duties during regular business hours. The County may authorize flexible schedules for Navigators to allow for additional coverage outside of regular business hours. Candidates should have a working knowledge of local behavioral health and criminal justice systems. See Section 4 “Eligibility for Navigator Services” and Section 9 “Scope of Services” for specific details and responsibilities.

- A. **Peer Specialist (1.0 FTE):** The Peer Advocate, for the purpose of this project, shall be filled by an individual who is certified as a New York Certified Peer Specialist (NYCPS) by the New York Peer Specialist Certification Board (NYPSCB) and has a minimum of one-year professional experience in the mental health, criminal justice, or substance use field.
- B. **Case Worker (1.0 FTE):** The Case Worker, for the purpose of this project, shall have a bachelor’s degree from an accredited institution in social work, counseling, psychology, or related behavioral health or human services field and minimum of one-year professional experience in the mental health, criminal justice, or substance use field.
- C. **Mental Health Professional (1.0 FTE):** The Mental Health Professional, for the purpose of this project, shall be licensed and currently registered by New York State under one of the following titles.
  - ii. Licensed Clinical Social Worker
  - iii. Licensed Master Social Worker
  - iv. Licensed Mental Health Counselor

## **6. APPLICANT ELIGIBILITY**

Eligibility for this RFP is limited to organizations that are either 1) a non-profit agency, or 2) that is licensed by the New York State Office of Mental Health or New York State Office of Addiction Services and Supports. If an Applicant does not currently operate services in Oneida County, NY, they shall need to be ready to operate services in this area prior to the execution of the Agreement, if awarded.

## **7. TERM**

It is the intent of the County to award an Applicant for an initial term not to exceed twenty-four (24) months, with the opportunity to apply for three additional one (1) year awards, provided that the Applicant facilitates quality services that are consistent with the Agreement terms. Additional awards may be considered in the future at the discretion of the County.

## **8. GEOGRAPHICAL AREA TO BE SERVED**

The geographical area to be served is all areas located within the boundaries of Oneida County, NY. The County shall reimburse the Contractor for business use of a personal or business vehicle based on the standard mileage allowance established by the Internal Revenue Service (IRS) and the U.S. General Services Administration (GSA). See Section 10 “Compensation” of this Agreement for further details.

## 9. SCOPE OF SERVICE

Navigator services shall be provided on a voluntary basis and are independent of specialty court involvement. Defendants may request assistance from a Navigator. Referrals can be accepted at any time during pendency of a criminal case. Navigator services shall not duplicate already existing services. The Court Navigator Team shall provide the following services:

A. **Title Specific Responsibilities:** The following specific services shall be provided by each Navigator based on their role. It is understood that these duties may change and should be flexible to the needs of the community.

- i. **Peer Specialist:** The chosen Applicant shall provide Peer Specialist services within the designated Oneida County court(s), based on community needs. The Peer Specialist shall provide supportive services to those at risk of, or currently involved in, the criminal justice system. The Peer Specialist shall accompany individuals at appointments or hearings and will work in conjunction with the Case Worker and Mental Health Professional to ensure all needs are met. This position is supervised by the Mental Health Professional. The caseload of the Navigator shall be determined based on operational needs and at the discretion of the County.
  - i. Additionally, the Peer Advocate shall:
- ii. **Case Worker:** The chosen Applicant shall provide case management services within the designated Oneida County court(s), based on community needs. The Case Worker shall link individuals with the necessary services and supports that they need to succeed in an effort to reduce criminal justice involvement. The priority population will be those with felony charges, as this is an unmet need within our community. The Case Worker may work with individuals screened by the Mental Health Professional or individuals identified by other systems and will work with the Peer Specialist to ensure all needs are met. This position is supervised by the Mental Health Professional. The caseload of the Navigator shall be determined based on operational needs and at the discretion of the County.
- iii. **Mental Health Professional:** The chosen Applicant shall provide mental health services within the Oneida County Public Defender's Office and/or any of the NYS Unified Courts within Oneida County and shall be utilized as a resource by the client, the Public Defender, and the NYS Unified Courts. The Mental Health Professional will be scheduled to attend court based on the needs of the NYS Unified Court to provide mental health screenings. The Mental Health Professional will conduct a screening with the client to identify their current circumstances, psychiatric history, and identify other barriers that may have contributed to their involvement within the criminal justice system. The Mental Health Professional will be able to provide a different perspective than what is currently in place within the Public Defender's Office, accounting for the individual's current psychiatric state. The Mental Health Professional will be able to communicate the individual's needs to other Navigators, such as the other Case Worker or Peer Specialist Navigators. This position is supervisory to the Peer Specialist and Case Worker. The caseload of the Navigator shall be determined based on operational needs and at the discretion of the County.

- B. Coordination & Collaboration with Criminal Justice Entities:** The Navigators shall collaborate with the courts, criminal justice professionals (e.g., judges, attorneys), and service providers to promote referral opportunities for individuals who may be seeking services anytime during the criminal justice process.
- i. Coordinate with the court system, which may include the review of a daily list of arraignments and court calendars to identify potential participants.
  - ii. The Navigators shall collaborate with and provide input to the County to maintain a comprehensive resource guide of appropriate local behavioral health and social services to assist with matching individuals with the best resources to promote health, wellness, and recovery.
  - iii. Facilitate communication and collaboration with treatment providers, criminal justice stakeholders, and state agencies.
- C. Coordination & Collaboration with the New York State Office of Mental Health Diversion Center:** The Navigators shall regularly coordinate with the New York State Office of Mental Health Diversion Center.
- i. Navigators shall maintain data sharing practices and ongoing communication with the Diversion Center to discuss obstacles to treatment services/referrals and collectively develop solutions to barriers and gaps in services.
  - ii. Navigators shall participate in OMH-led quarterly stakeholder calls to facilitate dialogue with fellow Navigators to identify County/regional needs, trends, and barriers to services, and areas of needed technical assistance.
  - iii. Navigators may coordinate with the Diversion Center to facilitate Sequential Intercept Mapping (SIM) exercises to identify existing resources and gaps in services.
- D. Coordination & Collaboration with the County:** The Navigators shall regularly coordinate with the County.
- E. Screening:** The Navigators shall conduct an intake screening to accurately assess clients' needs and establish a foundation for tailored support. The initial screening will identify immediate concerns, gather necessary background information, and prioritize services that are appropriate to the client's needs.
- i. Part of the initial screening must include individual screenings for mental health and/or substance use treatment, and other health related needs (e.g., housing, transportation, food). It should also determine if a more comprehensive evaluation is needed.
  - ii. The Navigators shall gather essential background information on the individual. This may include seeking consent from the individual to view their treatment history in the Psychiatric Services and Clinical Knowledge Enhancement System (PSYCKES) after obtaining an authorized consent form.
- F. Connection to Services:** Connect individuals to community mental health services and other appropriate services. Services may include, but are not limited to:
- i. Single Point of Access (SPOA)
  - ii. Forensic Assertive Community Treatment (FACT) Teams
  - iii. Intensive and Sustained Engagement Teams (INSET)
  - iv. Case management services
  - v. Safe Options Support (SOS) teams
  - vi. Shelter or other housing

- vii. Food
  - viii. Health related social needs
  - ix. Social services benefits
- G. **Follow-Up Services:** The Navigators shall provide follow-up to referred individuals and community providers ensure seamless transitions and engagement in services. If individuals are not attending treatment, the Navigator shall encourage participation and, where possible, resolve potential barriers.
- H. **Training:** The Navigators shall provide ongoing in-service training and consultation about navigator services and available state or local behavioral health resources to various criminal justice stakeholders and mental health agencies to increase referral opportunities.
- i. The Navigators shall also complete relevant training courses provided by the Academy for Justice-Informed Practice. Additional training should include topics such as trauma-informed practice, Health Insurance Portability and Accountability Act (HIPAA), and other appropriate training courses.
  - ii. Demonstrate cultural competence and sensitivity when working with individuals from diverse backgrounds to ensure services are accessible and respectful.
  - iii. Training for the Data System will be conducted by the New York State Office of Mental Health's Diversion Center.
- I. **Data Collection & Reporting:** The Navigators shall enter data into the New York State Office of Mental Health's REDCap Navigator Data System. All Navigators are required to utilize this system to provide a uniform platform for recording and accessing client information that will enhance both efficiency and data integrity and ultimately improve the quality of the services provided. Additional County specific data requirements shall be discussed with awarded Applicants during the development of the Agreement.
- i. Specific data may include items such as referrals, participant demographics, interventions, and outcomes.
  - ii. All contacts with participants shall be documented in the data system.
- J. **Record Management:** The Navigators shall maintain accurate records of clients served, interventions, and outcomes. The awarded Applicant will also be responsible for preparing reports as required and/or as requested.
- K. **Discharge of Participants:** By the conclusion of the criminal case, the Navigator should have transitioned the client to appropriate services within the community that meet their short or long-term needs. In general, clients may be discharged from the program when:
- i. The client no longer wants support from the Navigator; or
  - ii. The clients' needs have been met through referral and connections to appropriate services; or
  - iii. The client is lost to services; or
  - iv. The client is incarcerated; or
  - v. The client's criminal case is resolved.

## 10. COMPENSATION

The County shall reimburse the awarded Applicant a maximum of One Hundred Seventy Thousand Dollars and No Cents (\$170,000.00) per year and a total of Three Hundred Forty



Thousand Dollars and No Cents (\$340,000.00) during the term of this Agreement. The County shall reimburse the Applicant for the services rendered pursuant to this agreement as follows.

- A. **Peer Specialist (1.0 FTE):**
- B. **Case Worker (1.0 FTE):**
- C. **Mental Health Professional (1.0 FTE):**
- D. **Other Than Personal Services (OTPS):** The County shall reimburse the applicant for miscellaneous expenses necessary to support the Navigator initiative. These funds shall not be used to purchase items unrelated to the Navigator initiative.
- E. **Mileage:** The County shall reimburse the Applicant for business use of a personal or business vehicle based on the standard mileage allowance established by the Internal Revenue Service (IRS) and the U.S. General Services Administration (GSA).

## 11. DATES & DEADLINES

The following are important dates relevant to this RFP.

- A. RFP Issue Date: Friday May 16, 2025
- B. Proposals Due: Friday, June 20, 2025, by 4:00 PM
- C. \*Notification of Award Status: By or around April 25, 2025
- D. \*Agreement Term Start: Summer of 2025
  - i. \*Agreement terms will be negotiated and agreed upon by OCDMH and the awardee following the announcement of the award recipient. The above dates may be subject to change.

## 12. ADDITIONAL CONTRACT CONSIDERATIONS

The County intends to distribute one award under this RFP. The length/duration of the awarded contract will be determined by the County upon review of chosen Applicant's proposal and budget submissions.

- A. The County takes the issue of privacy and confidentiality very seriously and values the trust you place in us. Please be advised that all information contained within County Agreements are public record once you provide it and may be subject to public inspection and copying if not otherwise protected by federal or state law.
- B. All Applicants are hereby advised that the County may contact references provided as a part of any proposal and may solicit and secure background information based on the information, including references, provided in response to this RFP. By submission of a proposal, all Applicants agree to such activity and release the County from all claims arising from such activity.
- C. Proposals may be modified or withdrawn at any time prior to the deadline for submission, upon written notice to the County, where applicable.

## 13. RFP QUESTIONS

Please direct all questions regarding this RFP to the Oneida County Department of Mental Health. Applicants may call the Department's main line #315-768-3660 and speak to Ashlee Thompson, Commissioner of Mental Health, or Designee. Additionally, Applicants may email the Oneida County Department of Mental Health at [mentalhealth@oneidacountyny.gov](mailto:mentalhealth@oneidacountyny.gov).

## 14. MISCELLANEOUS

- A. **INSURANCE:** The chosen Applicant shall obtain and maintain Commercial General

Liability Insurance with limits of \$1,000,000 each occurrence and \$3,000,000 annual aggregate, with coverage for abuse and molestation and Oneida County shall be included as an Additional Insured. The chosen Applicant shall also obtain and maintain Professional Liability/Errors and Omissions Coverage, with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate, with coverage for abuse and molestation. The chosen Applicant shall obtain and maintain Automobile Liability with limits of at least \$1,000,000 each accident and Oneida County shall be included as an Additional Insured. The chosen Applicant shall maintain Commercial Umbrella with limits of at least \$5,000,000 and Oneida County shall be included as an Additional Insured. The chosen Applicant shall obtain and maintain a Workers' Compensation and Employer's Liability policy at statutory New York limits, if applicable. Proof of insurance coverage must be provided to the County prior to the execution of this Agreement. It is expressly understood that if during this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the chosen Applicant must provide the County proof of insurance consistent with the requirements listed above. Failure to do so may result in the immediate termination of this Agreement.

- B. WAIVER OF SUBROGATION:** The chosen Applicant 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 Applicant's Commercial General Liability, Automobile, Professional Liability/Errors and Omissions, Umbrella Liability or Workers' Compensation and Disability Benefits insurance maintained per requirements stated in this RFP.
- C. CERTIFICATES OF INSURANCE:** Prior to the start of any work, the chosen Applicant shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement (listing the County of Oneida at its principal offices) that is part of the chosen Applicant's Commercial General Liability Policy, if applicable. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County. The chosen Applicant shall provide proof of workers' compensation insurance, where applicable, prior to the execution of this Agreement. The chosen Applicant shall provide proof of disability insurance, where applicable, prior to the execution of this Agreement.
- D. DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS:** To the fullest extent permitted by law, the chosen Applicant agrees to indemnify, defend and hold harmless the County, and its agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the chosen Applicant, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any equipment used by or furnished to chosen Applicant, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.
- E. INDEPENDENT CONTRACTOR:** It is expressly agreed that the relationship of the chosen Applicant to the County shall be that of an Independent Contractor. The chosen

Applicant's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The chosen Applicant and its employees, in accordance with their status as independent contractors, covenant and agree that they shall conduct themselves in accordance with such status, that they shall neither hold themselves out as, nor claim to be officers, employees, agents, or servants of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County.

- F. **ACCOUNT REPRESENTATIVE:** The chosen Applicant shall appoint, by name, a company representative who shall be responsible for servicing this agreement. The representative shall be responsible for providing the services required to ensure that the Agreement is administered in an organized systematic manner.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

## 15. PROPOSAL COVERSHEET

\*Please attach this Proposal Coversheet with your formal proposal\*

### I. APPLICANT INFORMATION

- A. Name of entity/individual: \_\_\_\_\_
- B. Mailing address: \_\_\_\_\_
- C. EIN or Federal Tax ID: \_\_\_\_\_
- D. Name of individual submitting this proposal: \_\_\_\_\_
- E. Title of individual submitting this proposal: \_\_\_\_\_
- F. Email of individual submitting this proposal: \_\_\_\_\_
- G. Additional individuals to receive RFP correspondence (type N/A if applicable)
- i. Name, title & email: \_\_\_\_\_
- ii. Name, title & email: \_\_\_\_\_

### II. IDENTIFIED ACCOUNT REPRESENTATIVE (SEE SECTION 12.F.)

- A. Name: \_\_\_\_\_
- B. Title: \_\_\_\_\_

### III. ORGANIZATION APPLICANT DETAILS

A. Do you currently employ any Peer Specialists?	YES	NO
B. Do you currently employ any Case Managers?	YES	NO
C. Do you currently employ any Mental Health Professionals?	YES	NO
D. Do you intend to hire new Peer Specialists if awarded this RFP?	YES	NO
E. Do you intend to hire new Case Managers if awarded this RFP?	YES	NO
F. Do you intend to hire new Mental Health Professionals if awarded this RFP?	YES	NO
G. Do you intend to utilize a current, internal employee to fulfill the role of Peer Specialist if awarded this RFP?	YES	NO
H. Do you intend to utilize a current, internal employee to fulfill the role of Case Managers if awarded this RFP?	YES	NO
I. Do you intend to utilize a current, internal employee to fulfill the role of Mental Health Professionals if awarded this RFP?	YES	NO

I hereby certify that the information in the Proposal Coversheet, Proposal Narrative, and all additional attachments are correct to the best of my knowledge, and that I am authorized to sign and submit this proposal.

\_\_\_\_\_  
Signature

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

## 16. PROPOSAL COMPONENTS

### A. GENERAL DETAILS

- **Page Limit:** None.
- **Submission Types:** Applicants must submit an electronic copy to [mentalhealth@oneidacountyny.gov](mailto:mentalhealth@oneidacountyny.gov) and a sealed hard copy addressed to the following address. It is the Applicant's responsibility to ensure copies are delivered to the Department by the appropriate date and time. No late submissions will be accepted.  
**Mrs. Ashlee Thompson, DCS  
Oneida County Department of Mental Health  
800 Park Avenue, 9<sup>th</sup> Floor  
Utica, NY 13501**
- **Formatting:** Proposals must be submitted using Times New Roman, size 12 font, 1" margins, and titled "RFP #2025-419 Court Navigation Services." A single PDF is preferred, in the order of 1) Proposal Coversheet, 2) Proposal, 3) Required or Applicable Attachments, and 4) Certification Pages.

### B. ORGANIZATION APPLICANT PROPOSAL REQUIREMENT: Please submit a separate proposal to the Department explaining why you wish to be awarded this RFP. The following topics and attachments must be included.

- If you intend to use current Peer Specialists, Case Managers, and Mental Health Professionals please provide their 1) names, 2) titles, 3) license/certification number\*, 4) date of license/certification achievement\*, 5) issuing body\*, 6) resume or CV, 7) Mandated Reporter training certification, 8) license/certification verification\*, and 9) two letters of recommendation. (\* if applicable to position).
- If hiring new Peer Specialists, Case Managers, and Mental Health Professionals, please attach a job description.
- Do you intend to offer supervision to the Peer Specialists, Case Managers, and Mental Health Professionals to foster their growth and performance? Please also discuss your plans for supervising the Court Navigation Providers.
- What values does your organization possess that would allow you to excel at operating Court Navigator services for the Oneida County Department of Mental Health? What sets you apart from other Applicants?
- What interested your organization in applying for this RFP?
- Discuss your proposed programming or ideas to fulfill each of the sections outlined in Section 9 ("Scope of Services") in this RFP.
- Policies & Procedures: 1) Fiscal Administration, 2) Record Keeping, and 3) Misconduct.

## **17. APPLICATION CHECKLIST**

**Did you complete and attach the following?**

\_\_\_\_ Proposal Coversheet

\_\_\_\_ Proposal

\_\_\_\_ Required & Applicable Attachments

\_\_\_\_ Agreement Acknowledgement

\_\_\_\_ Standard Oneida County Conditions Acknowledgement

\_\_\_\_ Non-Collusion Certificate

\_\_\_\_ Sexual Harassment Prevention Certificate

\_\_\_\_ Recycling & Solid Waste Management Certificate

\_\_\_\_ Purchase of Tropical Hardwoods Prohibition Certificate

## **18. STANDARD ONEIDA COUNTY CONDITIONS ACKNOWLEDGEMENT**

By submission of this bid, each bidder and each person signing on behalf of any bidder acknowledges and agrees, and in the case of a joint bid, each party thereto acknowledges and agrees, as to its own organization, that the “Addendum – Standard Oneida County Conditions” has been provided to him/her and shall be incorporated by reference into any contract awarded in response to this solicitation.

*The word “bid” shall be construed as if it read “proposal” and the word “bidder” shall be construed as if it read “Applicant”, whenever the sense of this acknowledgement so requires.*

\_\_\_\_\_  
Legal Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

**SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL**

**19. NON-COLLUSION CERTIFICATION**  
(GML § 103-d)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I further certify that I have not, nor has my organization been disqualified to contract with any municipality and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

*The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.*

\_\_\_\_\_  
Legal Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL



**20. SEXUAL HARASSMENT PREVENTION CERTIFICATION**

(Lab. Law § 201-g)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

*The word “bid” shall be construed as if it read “proposal” and the word “bidder” shall be construed as if it read “Applicant”, whenever the sense of this certification so requires.*

\_\_\_\_\_  
Legal Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

**SIGN AND RETURN WITH BID SHEET OR PROPOSAL**

**21. RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION**  
(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

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, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and
2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder 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 that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

*The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.*

\_\_\_\_\_  
Legal Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

SIGN AND RETURN WITH BID SHEET OR PROPOSAL

**22. PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION**  
(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
  - a. No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
  - b. The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
  - c. The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

*The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.*

\_\_\_\_\_  
Legal Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

**SIGN AND RETURN WITH BID SHEET OR PROPOSAL**

## 23. ADDENDUM - STANDARD ONEIDA COUNTY CONDITIONS

**THIS ADDENDUM**, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

**WHEREAS**, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the “Contract”), and

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

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

### 1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

### 3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

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

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 “Disclosure Form to Report Lobbying,” in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
    - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
  - ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  - i. The Contractor will or will continue to provide a drug-free workplace by:
    - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - B. Establishing an ongoing drug-free awareness program to inform employees about:
      - 1) The dangers of drug abuse in the workplace;
      - 2) The Contractor's policy of maintaining a drug-free workplace;
      - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
      - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
  - 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;
  - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

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

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

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus,  
Albany, NY 12240. Notice shall include the identification  
number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

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



such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

- i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  - v. Make available protected health information in accordance with 45 CFR §164.524;
  - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
  - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  - ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
  - i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

- ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments

thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

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

program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

## 17. AUDIT

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

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

## 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the

Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY  
Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on

Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida;  
and



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

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

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

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