

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

REQUEST FOR PROPOSALS

FOR

Nutrition Program for the Elderly

RFP NUMBER 2026 - 456

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

800 PARK AVENUE

UTICA, NEW YORK 13501

MICHAEL J. ROMANO, INTERIM COMMISSIONER

DATE: September 17, 2026



Michael J. Romano, Interim Commissioner
Oneida County Department of
Family and Community Services

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:

Michael J. Romano, Interim 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): _____

Email: _____

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

5. Please provide the names and telephone numbers of (3) references, including the relationship of each reference to your organization. *Please refrain from using Department personnel as a reference.*

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 ("Proposer") that: (1). This Request for Proposals ("RFP") does not commit the County of Oneida ("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 ("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

The Oneida County Department of Family and Community Services, through its Office for the Aging and Continuing Care (“Office for the Aging”), is seeking proposals to secure an Independent Contractor(s) to provide food service for the Oneida County Senior Nutrition Program under the Older Americans Act of 1967, New York State, and Oneida County Standards.

The awarded Proposer(s) will provide and deliver to multiple dining sites, as well as to homebound participants and Department-referred non-participants. Delivered items may include hot meals, cold beverages, desserts, and related food items consisting of at least one-third of the Recommended Daily Allowance for adults 60 years of age or over, as specified by the Food and Nutrition Board, National Research Council.

SECTION 2: PROGRAM OVERVIEW

- 2.1 The Senior Nutrition Program serves adults aged 60 and older who are registered with Oneida County Office for the Aging as participants. The Department is seeking a qualified cost-effective program that works collaboratively as we seek outcomes for this program.
- 2.2 Of particular interest to the Department are proposals that offer collaborative efforts, innovative funding, continuity of service, and staff stability.
- 2.3 Office for the Aging may contract with one or more vendors.

SECTION 3: QUALIFICATION OF PROPOSER

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

- 3.1 All required business licenses and food service permits required to do business in New York State.
- 3.2 Extent of experience in food service operations.
- 3.3 Capacity to provide meals of a consistent high-quality standard.
- 3.4 Current status of good standing with the Health Department.
- 3.5 Certificate of Liability Insurance, as required and detailed under Section 4 of this document.
- 3.6 Compliance with the Oneida County Affirmative Action Program.
- 3.7 A copy of Proposer’s standard operating procedures regarding compliance with prescribed federal, state, and local law pertaining to
 - A. Fair hiring affirmative action policy;

- B. Tobacco/substance abuse policy;
 - C. Employee grievance procedures;
 - D. Employee disciplinary policy.
- 3.8 Provide any additional information that you feel would distinguish the Proposer in its service to the County.
- 3.9 The County may make investigations as 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.

SECTION 4: INSURANCE AND INDEMNIFICATION

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

- 4.1 The awarded Proposer(s) shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- A. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
 - I. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - II. Oneida County, and all other parties required by Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
 - B. 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. Oneida 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.

C. Commercial Umbrella

- I. Commercial Umbrella limits must be at least \$3,000,000.
- 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(s) 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(s) shall provide certificates of insurance to Oneida County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the awarded Proposer(s)'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(s) 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(s) 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(s) and its sub-consultants or failure on the part of the awarded Proposer(s) and its sub-consultants to comply with any of the covenants, terms or conditions of this agreement.

SECTION 5: SCOPE OF SERVICES

5.1 The awarded Proposer(s) will:

- A. Have the capacity to provide between 700-1,100 meals per day to individual homes and multiple dining sites, according to a specifically designated menu, for approximately 253 serving days (Monday through Friday) annually. Currently, the average daily meal count for the county is approximately 750 meals per day with a projection of 190,000 meals for 2027. Approximately 70% of the meals served are home delivered; 30% of the meals are provided at congregate sites. The County is open to bids that encompass the whole program (home-delivered meals and congregate meal service) or individual congregate dining sites separately.
- B. Have the capacity to provide a potential additional, approximately 75 meals per day, through the County's social model adult day programs and private pay meals programs.
- C. Comply with all applicable federal, state, and local health and safety regulations.

5.2 Meal Requirements

- A. All proposals shall include a detailed plan for the delivery of hot meals to individual homes and to the multiple dining sites. All transportation and delivery responsibilities will be accomplished by the awarded Proposer(s)'s paid staff or volunteers.
- B. Meals will be served during the midday hours, generally between 10:00 a.m. and 1:00 p.m., Monday through Friday, except for certain holidays. **See Appendix G** for a listing of the current dining locations. As these locations may occasionally require adjustment, the awarded Proposer(s) agrees to deliver meals to any additional homebound participant, site, or sites as may be designated by the Office for the Aging from time to time during the period of the contract. Further, the awarded Proposer(s) will be required to provide service to relocated or new sites as directed by the Office for the Aging.
- C. All meals will be prepared fresh daily (no frozen pre-packaged meals unless preapproved by the Office for the Aging) and will be delivered in ready-to-eat form for the homebound participants, or in a manner suitable for on-site heating and serving for congregate participants. Prior to and during delivery, the prepared food will be maintained at appropriate hot and cold serving temperatures with a temperature-holding capacity of at least two (2) hours from time of cooking completion to the beginning of serving for congregate or the last meal served on a home delivered meal route. The awarded Proposer(s) must meet the broad spectrum of regulations and statutes appropriate to the conduct of the Nutrition Program for the Elderly as required by the United States Department of Health, Human Services, its Administration on Aging, the New York State Office for the Aging, the Oneida County DFCS - Office for the Aging, and its Nutrition

Program for the Elderly. **See Appendix H** for Nutrition Standards.

- D. It is expected that bulk food will be portioned and served on-site by staff provided by the awarded Proposer(s) at the congregate dining sites. A site manager must be employed for each congregate dining site to work a minimum of three (3) hours per day. These site managers will direct and coordinate all activities related to the nutrition program at each site and must be trained and able to do so.
- E. A diet-modified meal will be required for delivery as determined by the Office for the Aging. The diet-modified meals will number approximately 75% of the total meals served per day and shall include Diabetic, No Concentrated Sweets (NCS), NCS/Diabetic, and Regular and Modified Consistency (sliced, chopped, ground meats and puree) for every item on menu.
- F. The awarded Proposer(s) will be responsible for securing any and all facilities required to store, prepare, package, and deliver the meals to be provided under the contract. There is the potential for a County-provided kitchen warehouse, central preparation, and delivery facility to be developed sometime after the initial term. Should the County provide such facilities during the term of the agreement, the awarded Proposer(s) shall be required to utilize such facilities and be prepared to amend the agreed-upon meal cost at a reduction equivalent to the subcontractor's current facilities expenses. Oneida County is willing to provide any remaining 2026 raw food and supply inventory, including some equipment. **See Appendix I** for equipment inventory. All maintenance of equipment shall be the responsibility of the awarded Proposer(s). Any additional equipment needed will be the sole responsibility of the awarded Proposer(s); however, equipment that is purchased by the County must be used solely for the Oneida County programs. All County-owned equipment shall be returned at the end of the contract period. The awarded Proposer(s) shall provide an annual inventory of all County-owned equipment including the status of the equipment.
- G. The awarded Proposer(s) must provide all necessary delivery vehicles for use in County programs. All maintenance, fuel, insurance and repair will be the responsibility of the contractor.
- H. The awarded Proposer(s) shall maintain all food preparation and delivery facilities over which it has control, in clean and sanitary condition. All kitchen, dining, storage and delivery facilities, including equipment, utensils, ventilating equipment, cabinets, counters, and the like shall be clean and sanitary as per the New York State Sanitation Code. All transport containers shall be sanitized daily. All vehicles will be cleaned weekly, inside and out.
- I. The awarded Proposer(s) will provide napkins, garbage liners, disposable gloves/and aprons, hair restraints, and any other accessories (disposable or non-disposable) required to serve a complete meal as per New York State Sanitary Codes.

- J. The Office for the Aging will review staffing numbers and qualifications of the awarded Proposer(s) to ensure all aspects of the program can be handled properly. In the interest of continuity, the Office for the Aging encourages the awarded Proposer(s) to use current staff where practical. The awarded Proposer(s) shall demonstrate evidence of an ongoing, in-service training program for all non-management personnel. The Office for the Aging reserves the right to alter the in-service training program, if necessary.
- K. The awarded Proposer(s) will be required to meet, but is not limited to, the criteria listed below:
- a. The quantity of meals and corresponding delivery schedules during the period of the contract at the agreed price.
 - b. The awarded Proposer(s) must agree to select, purchase, and prepare food according to the menu plan approved by the Office for the Aging Register Dietitian or designee. It is understood that the Office for the Aging may add, alter, reject and/or request substitution of food items in the menu plan. A sample eight-week cycle is included in **Appendix J**. Meal price quotes under this proposal are to be consistent with the level of service indicated.
 - c. The awarded Proposer(s) will choose food products which are of quality acceptable to the Office for the Aging. Further, the awarded Proposer(s) will use supplies, accessories, and equipment which are of a quality acceptable to the Office for the Aging.
 - d. Assurance must be given that food handling (cooking, storing, and transporting) has the capacity to maintain the quality and safety of the foods.
 - e. The location where the food is prepared, processed, and/or packaged must meet and maintain local and State Department of Health regulations. Consistent with these regulations, all handlers who prepare or work with food must have a periodic physical examination which includes a TB Mantoux test. Further, the awarded Proposer(s) will assure that such employees observe good habits of personal hygiene and are dressed appropriately.
 - f. The awarded Proposer(s) must be able to deliver hot food to the meal site(s) at a temperature of 140 degrees F. or higher; and cold foods at 40 degrees F. or lower and at the appointed time. Containers used for delivery are to cover and insulate the food, to prevent contamination from dust, flies, and rodents, and to maintain safe temperature, palatability, and appearance during transportation. The awarded Proposer(s) will retain a dated test meal in the freezer for a period of 72 hours after the day of service for all food products served to the participants under the contract.

Further, upon request by the Nutrition Service Coordinator or designee, the awarded Proposer(s) agrees to submit said meals for nutritive and/or microbacteriological analysis by a qualified testing laboratory at the awarded Proposer(s)'s cost.

- g. The awarded Proposer(s) must be willing and able to be flexible regarding the numbers and types of meals (home or congregate) to be provided from day to day up to 9:00 A.M. of the serving day.
- h. The awarded Proposer(s) must be willing to provide meals under emergency conditions and/or for special events, if such occasions occur during the regular meal schedule. Said special events may include a special Christmas meal, Thanksgiving meal, a St. Patrick's Day meal, other ethnic or festive meals, and other such special events as may be designated by the Office for the Aging from time to time.
- i. The awarded Proposer(s) must be willing to cooperate with and accept direction from the staff of the Office for the Aging within their respective roles in the program.
- j. The awarded Proposer(s) agrees to provide equal opportunity in employment, promotional opportunities and the provision of services, to all people without regard to age, race, creed, color, national origin, gender, religion, sexual orientation, disability, military status, genetic predisposition or carrier status, political affiliation or belief, and all other criteria unrelated to performance or eligibility requirements. The awarded Proposer(s) agrees to be affirmative in hiring of older workers where practical.

L. Further, as part of the contract, the awarded Proposer(s) will:

- a. Prepare, if requested, an eight-week cycle of menus which include thirty (30) serving days for approval by the staff of the Office for the Aging. The menu will include modified diet meals, standard menu substitution and portion sizes, as directed by the Office for the Aging Registered Dietitian. In this regard, most of the modified meals are to parallel the regular meals being provided to the degree possible.
- b. Guarantee that the meals will conform to the requirements of the Office for the Aging, which includes the provision that each complete meal must, at least, meet one-third the Recommended Daily Allowance for adults 60 years or older, and include a good source of Vitamin C every serving day, and a good source of Vitamin A three times per week. In this regard, the meal pattern will comply with the following: protein from meat, fish, poultry, or alternate (3 ounces edible portion not to include breading). In addition to the entree, the meal will include vegetables (one - 1/2 cup serving), one slice of bread or variant (one ounce), butter or fortified

margarine (one teaspoon), dessert (one serving of at least 1/2 cup of canned or fresh fruit 2 times per week, iced cake, or milk pudding), and milk (1/2 pint, 2% homogenized, fortified with Vitamin D). One serving of enriched or whole grain products (spaghetti, noodles, rice, etc.) may be served when appropriate as determined by the Nutrition Program Coordinator or designee. The meal may also include an optional salad, juice or other food items(s), as directed by the Nutrition Services Coordinator or designee. For purposes of the above-mentioned protein mix, a solid is defined as any entree prepared in its natural form and served in a solid or sliced piece, a semi-solid is defined as any entree which is a fabricated product and is prepared and served in a single piece, a soft is any entree that is ground, chopped, cubed, or otherwise mixed in preparation and served in a form other than a solid or single piece.

- c. Meet, as appropriate, with the Nutrition Services Coordinator, other Office for the Aging staff, members of the Advisory Council, and other interested persons to plan adjustments in the meal service when such adjustments will benefit the participants and improve the quality of Nutrition Services.
- d. The awarded Proposer(s) shall agree that the contract will include a provision whereby any federally-donated commodities received by the awarded Proposer(s) shall be used only to the benefit of the consumer beneficiaries of the Nutrition Program and are to be utilized only for that purpose. Also, the awarded Proposer(s) shall give the representatives of the U.S. Department of Agriculture, the Administration on Aging, the New York State Office for the Aging, the County of Oneida, its DFCS - Office for the Aging and Nutrition Program for the Elderly staff, ready access to the food storage area and to the inventory control records of the furnished foods, and that which is purchased by the awarded Proposer(s), for the purpose of inspection and review as might be necessary. Further, the awarded Proposer(s) agrees to accept payment under the contract, either wholly or in part, from the U.S. Department of Agriculture Cash in Lieu of Commodities funds and to comply with regulations and directives governing the recipients of such funds. It is understood that such payments are only applicable to reimbursements for the purchase of U.S. grown foods. In addition, the awarded Proposer(s) agrees to maintain separate records to document that purchases of U.S. grown foods for the Nutrition Program are at least equal to the amount of the payment received from the U.S. Department of Agriculture funds and agrees to obtain certifications from food suppliers or outside vendors confirming that applicable products purchased from said suppliers or outside vendors are U.S. grown and to submit certifications to the Office for the Aging for inspection by representatives of the U.S. Department of Agriculture, if they so desire.
- e. The awarded Proposer(s) shall keep full and accurate sales and procurement records related to all sales covered by the contract. All such

records shall be kept on file for a minimum of six (6) years after the end of the federal fiscal year to which they pertain or any other period which the Administration on Aging, the New York State Office for the Aging, the County of Oneida, its DFCS - Office for the Aging may from time to time designate.

- f. Specified equipment will be furnished by the County of Oneida. The awarded Proposer(s) will maintain and supply any additional equipment and vehicles needed for the storage, preparation, delivery, and serving of hot and cold foods, abiding with all safety measures and sanitary practices applicable in handling the meals during preparation, transit, or serving, consistent with qualitative standards and specifications outlined in this bid.
- g. In the event the awarded Proposer(s) fails to deliver any meal or meals or other foods to the designated sites as agreed upon, the Office for the Aging may procure a meal or meals or other foods elsewhere and charge the contractor the cost of such replacement meal, meals, or other food.

5.3 Upon delivery of meals at a dining site or home delivered meal distribution location, the awarded Proposer(s)'s representative shall present for signature a delivery receipt, in duplicate, for the food and supplies being delivered. The receipt shall contain the date, the name of the site, the address of the site, the quantity of meals being delivered, an itemized list of the supplies being delivered, and space for the time of delivery, the signature of the person receiving delivery and the signature of the driver making the delivery. The original copy of the delivery receipts will be held by the awarded Proposer(s) as backup for invoices submitted to the Office for the Aging.

5.4 The awarded Proposer(s), after the awarding of the contract subsequent to the evaluation of all received proposals (which includes a qualitative comparison by the Office for the Aging), must be capable of implementing all food preparation and delivery services on Monday, January 4, 2027. The initial contract term shall remain in effect for at least one year but can be up to a five-year contract, subject to the terms and conditions provided in said contract. Under these provisions, the County of Oneida may, with cause, terminate the contract at any time the terms and conditions of said contract are not fully complied with by the contractor. The County shall provide the contractor 30 days written notice, sent by certified mail, of the County's intention to terminate the contract stating the reason(s) and the effective date of termination if conditions for non-compliance are not remedied to the satisfaction of the County within a designated period.

5.5 The awarded Proposer(s) will employ:

- A. At least one full-time qualified food service manager who is acceptable to the Office for the Aging, to manage the day-to-day operations of the contract and to coordinate all activities with the Office for the Aging.
- B. A qualified staff person to work with the Office for the Aging a minimum of ten (10) hours per week to plan menus, monitor any and all kitchen facilities, dining sites and

home-delivered meal routes, required reports, and to fulfill duties specified by the Office of the Aging in relation to the Nutrition Program for the Elderly.

- C. A food service professional who will be free to devote the necessary time to supervise the execution and maintenance of the contract, the cost for which will be borne by the awarded Proposer(s) and will not be chargeable to the Labor Cost portion of the meal price.
 - D. It is understood that the awarded Proposer(s) will pay wages adequate enough to ensure qualitative performance by its personnel as required by the contract. The awarded Proposer(s) must maintain an adequate amount of staff to meet all of the specifications and responsibilities of the submitted proposal in an orderly, punctual and reliable manner.
- 5.6 The awarded Proposer(s) shall procure and maintain at their own expense until final completion of the work covered by the contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided and indicated in SECTION 4, issued by insurance companies authorized to do business in the State of New York, covering all operations under the contract whether performed by the awarded Proposer(s) or by subcontractors.
- 5.7 No awarded Proposer shall sub-contract any part of the contract award to another vendor without first obtaining written approval from the Department.

SECTION 6: REPORTING

The awarded Proposer(s) agrees to maintain any statistical data regarding the provision of this service as requested by the Department and will furnish such data at times prescribed by the Department.

SECTION 7: COST PROPOSAL

A cost proposal must be submitted using the basis of a complete price per delivered meal, with the understanding that the proposal price will entitle the County to all services outlined in these specifications and the cited regulations. The Cost Detail Form in **Appendix K MUST** be completed to make up the complete price per meal as provided for all five (5) years.

SECTION 8: REIMBURSEMENT AND CLAIMING PROCEDURES

The awarded Proposer shall make claims for payment based on the agreed-upon price per meal. The awarded Proposer will submit monthly vouchers in accordance with procedures established by the Office for the Aging. The final claim for payment must be submitted within thirty (30) days following the end of the contract period.

SECTION 9: TERM OF CONTRACT

- 9.1 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. Renewal may be based upon performance, availability of funding, federal and state approval of the program, and program needs.

- 9.2 The awarded Proposer(s) will be required to execute a contract with the County in substantial compliance and conformance with this RFP starting on or about January 1, 2027.

SECTION 10: APPLICATION CRITERIA AND REVIEW APPROACH

- 10.1 Proposals shall remain valid until the execution of a contract by the County.
- 10.2 Proposals shall be examined and evaluated by the Department to determine whether they meet the requirements of this RFP.

SECTION 11: ALTERNATIVES

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.

SECTION 12: GEOGRAPHICAL AREA TO BE SERVICED

Oneida County

SECTION 13: CRITERIA FOR PROPOSAL ACCEPTANCE

- 13.1 The contract will be awarded only to a qualified Proposer(s).
- 13.2 In order to be eligible, the Proposer must describe its qualifications to successfully carry out the proposed objectives. This should include vendor history, experience in providing comparable services, and any other information that demonstrates the likelihood that you will achieve the proposed outcomes.

SECTION 14: PROPOSAL RESPONSE AND REQUIREMENTS

- 14.1 The Proposer must provide unquestionable evidence of sustained capability in providing meals appropriate for consumption by older persons, such as can be demonstrated in existing or previous operations (preferably a comparable Nutrition Program for the Elderly or similar type food service activity), and such evidence shall include a list of clients and/or previous purchasers of food service from the Proposer who consent to respond to inquiries.
- 14.2 All requested documents and information must accompany the proposal and will become part of the contract with the awarded Proposer(s). Failure to provide any of the following items will invalidate the proposal. The following statements must be included in the proposal package:

- A. Business name, address, and primary contact information of the individual that will serve as the project liaison.
 - B. Financial statement of the proposer for 2024 and 2025.
 - C. Three (3) references to include other clients or purchasers of your similar service.
 - D. Location of the Proposer's current and proposed food preparation sites.
 - E. Proof of licensing, insurance, and health inspection status.
 - F. Concept and method of food service for Oneida County.
 - G. Description of the proposed delivery system.
 - H. Detailed specifications describing the quality of the food products to be used by the Proposer.
 - I. A corporate organization chart and a complete description of the operation's staff which will perform the services specific to the proposed contract.
- 14.2 One (1) original of the complete proposal, and five (5) copies of the application cover pages, proposal narrative, and cost proposal must be received at the offices of the Oneida County Department of Family and Community Services, Contract Administration 4th Floor, no later than 3:00 PM (local time) **Friday, October 9, 2026.**
- 14.3 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 15: PROPOSAL QUESTIONS

Any technical questions relating to this request for proposals must be submitted in writing via email to mkernan@oneidacountyny.gov. All questions must be received by **Monday, September 28, 2026.**

SECTION 16: 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 17: MISCELLANEOUS

- 17.1 All information and materials submitted will become the property of Oneida County. Proposers should not submit proprietary or confidential business information unless the vendor believes such information is critical to its presentation. Such information should be clearly identified as such. Oneida County will protect such proprietary information only to the extent that the law allows.
- 17.2 This request for proposal does not commit Oneida 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 Oneida County reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with qualified Proposer(s); to award to multiple Proposers; or to cancel in part or in its entirety this request for proposal, 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(s) shall comply with the Oneida County Standard Contract Clauses Addendum attached as **Appendix D**.
- 17.6 The awarded Proposer(s) shall comply with the New York State Conditions attached as **Appendix E**.
- 17.7 The awarded Proposer(s) shall comply with the Standard Clauses for All Oneida County Department of Family and Community Services Contracts attached as **Appendix F**.

APPENDIX A

Regulations

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
45 CFR Part 93 (New Restrictions on Lobbying)
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19 - J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)

Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

APPENDIX B

Oneida County Office for the Aging Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from clients who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program clients of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Un-satisfaction of Service

A client or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and

facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX C

Oneida County Office for the Aging **Voucher Instructions** **For Units of Services Contracts**

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in Section 4 of the attached Agreement.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
 - ✓ Attach CAARS monthly report.
 - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
 - ✓ Attach appropriate backup:
 - Payroll certification sheets and time sheets signed by Agency employee.
 - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
 - Aide, Housekeeper/chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of Aide/PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check

numbers, dates paid and amounts paid must be written on each receipt.

8. Timely Submissions:

- ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Keith Heitzman: kheitzman@oneidacountyny.gov

APPENDIX D

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 2 CFR Part 180, for prospective participants in primary covered transactions, as defined at 13 CFR 400.109.
 - 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 2 CFR Part 182, Subpart B, for Contractors other than individuals.
- 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 2 CFR Part 182, Subpart C, for Contractors that are individuals.

- 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 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.

APPENDIX E

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 insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - *(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued pursuant thereto and will furnish all information and reports required

by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

- * (e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.
 - * (f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.
- VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.
- VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty 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 F

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

PERSONNEL

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

NOTICES

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

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail address provided to the Contractor during contract development or to such different Program Manager as the Department may designate.

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

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies provided under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
- 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 Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the

Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

- 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 (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 - 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, the Department may require as a condition precedent to entering into this AGREEMENT that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions

that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

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

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

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

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of state law and regulations.

The Contractor and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV-related information:

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

- d. All information contained in the Contractor's, or it's subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any

State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

- e. The Contractor and any of the Contractor's staff who 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. Unless otherwise specified in the terms of the contract, this AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor

- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this AGREEMENT as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT. If the Department should determine that the Contractor has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other agreement with the Department, or has abused or misused funds paid to the Contractor under any other agreement with the Department, the rights of the Department shall include, but not be limited to:

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

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

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

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

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

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

- 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 the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation

furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

- b. The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this AGREEMENT, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew this AGREEMENT are at the discretion of the Department, which shall supply written notice of such renewal or termination within thirty (30) days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

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

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

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the Department. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attests she has 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 G

CONGREGATE MEAL SITES

Congregate Site	Manager	Days Open	Serving Time
50 Forward Parkway 220 Memorial Parkway, Utica	Sherry Mays	Grab & Go: Monday & Fridays Dine-In: Tuesday, Wednesday & Thursday	M 11:30; F 12:30 Dine-In: 11:30
50 Forward Verona 6734 NY RT 13, Verona Beach	Colleen Cooper	Hot meals Tuesday, Thursday & Friday Reservations: 315-235-2029*	11:30
Perretta Twin Towers Apts (PTT) 509 Second St, Utica		Hot Meals Tuesday & Thursdays	11:30
Whitestown Senior Center 1 Champion Way, Whitesboro	Mary Jo Ferrare	Hot meal Wednesdays	11:30
Copper City Community Center 305 East Locust St, Rome	Susan Streeter- Director Barbara Belmont	Grab & Go: 2 nd and 4 th Wednesdays Reservations: 315-337-8230*	11:30- 12:00
North Utica Community Center 50 Riverside Dr, Utica	Cindy Merritt Activities Director	Grab & Go: 1 st and 3 rd Wednesdays Reservations: 315-724-2430*	11:30
New Hartford Presbyterian Church 45 Genesee St, New Hartford		Hot Meal: Third Monday of the Month Reservations: 315-732-1139*	11:30
Reservation via OFA: 315-798-5456 ext 1	*Need 24-48 hours' notice		
Updated 8/24/2026			

APPENDIX H

NEW YORK STATE OFFICE FOR THE AGING

2 Empire State Plaza, Albany, NY 12223-1251

Kathy Hochul, Governor

An Equal Opportunity Employer

Greg Olsen, Acting Director

PROGRAM INSTRUCTION

Number 26-PI-10

Supersedes 19-PI-26

Expiration Date N/A

DATE: June 12, 2026

TO: Area Agency on Aging Directors

SUBJECT: Revised Nutrition Program Standards

.....

ACTION REQUESTED:

All Area Agencies on Aging (AAA) shall adhere to the revised Nutrition Program Standards identified in this Program Instruction (PI) and comply with all applicable local, state, and federal laws, regulations, and issuances. This includes service requirements specified in the Older Americans Act (OAA) and all other applicable Supplemental Nutrition Assistance Program (SNAP), U.S. Department of Agriculture (USDA), and New York State requirements. These standards are effective as of the date of issuance of this PI by the New York State Office for the Aging (NYSOFA).

RESPONSE DUE DATE: None

PURPOSE: The purpose of this PI is to transmit revised standards for nutrition services.

BACKGROUND:

Nutrition Program service requirements are specified in Title III, Part C, of the OAA. The purpose of the Nutrition Program is to reduce hunger and food insecurity; promote socialization of older adults; and promote the health and well-being of older adults by assisting them in gaining access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional or sedentary behavior. These services are targeted to older adults in greatest economic and social need.

PROGRAMS AFFECTED:

☒ Title III-B	☒ Title III-C-1	☒ Title III-C-2
☐ Title III-D	☒ Title III-E	☒ CSE
☒ WIN	☐ Energy	
☒ EISEP	☒ NSIP	☐ Title V
☐ HIICAP	☐ LTCOP	
☐ NY Connects	☐ Other:	

CONTACT: Aging Services Nutrition Consultant at NYSOFA_Nutrition@aging.ny.gov

Table of Contents

I. PROGRAM MANAGEMENT	4
II. PARTICIPANT ELIGIBILITY	9
III. PARTICIPANT ASSESSMENTS	11
IV. CONGREGATE MEAL SERVICE DELIVERY AND ACCESSIBILITY	12
V. HOME DELIVERED MEAL SERVICE DELIVERY AND ACCESSIBILITY	13
VI. PROVISION OF MEALS TO GUESTS AND STAFF UNDER 60	14
VII. MEAL SERVICE	15
VIII. MENU AND NUTRIENT REQUIREMENTS	16
XI. FOOD SERVICE OPERATIONS	22
X. FIRE, BUILDING AND HEALTH CODE COMPLIANCE AND SAFETY PROCEDURES	18
XI. NUTRITION EDUCATION	221
XII. NUTRITION COUNSELING	22
XIII. USDA PROGRAMS	22
XIV. SENIOR FARMERS' MARKET NUTRITION PROGRAM (SFMNP)	24
XV. DEFINITIONS	25

I. PROGRAM MANAGEMENT

A. General Policy

1. The AAA, and all nutrition service providers, shall adhere to the standards defined in this PI and comply with applicable local, state, and federal laws, regulations, and issuances.
2. The AAA must assess the level of need for nutrition services in the planning and service area (PSA).
3. The AAA, and all nutrition providers, shall ensure services are delivered in compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.
4. The AAA must notify NYSOFA of any significant changes to the Nutrition Program prior to implementing these changes.
5. The AAA shall ensure that meal site information, including status, is complete, accurate, and documented in NYSOFA's meal site database.
6. The AAA and all nutrition providers shall have written policies and procedures covering all aspects of the Nutrition Program (if applicable). This includes but is not limited to:
 - a. An organizational chart
 - b. Personnel policies
 - c. Job descriptions specifying staff functions, qualifications, professional experience, and relevant training
 - d. Orientation and training
 - e. Program monitoring
 - f. Record keeping
 - g. Reporting
 - h. Service delivery:
 - i. Home delivered meal services
 - ii. Congregate meal services
 - iii. Portable meal service, if applicable
 - iv. Restaurant dining meal service, if applicable
 - i. Participant eligibility
 - j. Assessments
 - k. Targeting
 - l. Contributions, including SNAP contributions, if applicable
 - m. Provision of meals:

- i. For staff under 60 at guest rate
 - ii. Third party meals
- n. Evaluative methods to determine effectiveness and satisfaction with services:
 - i. Home delivered meal services
 - ii. Congregate meal services
 - iii. Nutrition education
 - iv. Nutrition counseling
- o. Special/therapeutic diets, if applicable
- p. Provision of nutrition screening, nutrition education and nutrition counseling
- q. Food service management, sanitation and delivery
- r. Food and equipment security
- s. Congregate meal food take home policy
- t. Safety, including preventive and emergency procedures (fire, weather, participant illness and injury)
- u. Processes when contact cannot be made with a home delivered meal participant at the time of meal delivery or wellness check

B. Monitoring

1. The AAA shall ensure written policies and procedures are in place for monitoring all contracted and directly provided nutrition services.
 - a. Monitoring and technical assistance activities must be documented.
 - b. Monitoring must be conducted in accordance with NYSOFA's requirements and include a review of nutrition program specific requirements.

C. Contributions

The AAA shall ensure that nutrition providers have contribution policies and procedures in place consistent with NYSOFA's Program Income Policy.

D. Insurance

1. The AAA shall ensure that nutrition providers maintain appropriate insurance coverage, as applicable, including but not limited to:
 - a. Facility insurance
 - b. Vehicle insurance
 - c. Workers' compensation
 - d. Unemployment

- e. Products liability
- f. Personal liability, including volunteers
- g. Bonding/Commercial Insurance Policy covering losses from employee theft

E. Meal Site Agreement

1. The AAA shall ensure that written site agreements are in place between the provider and all sites serving meals, including restaurant dining sites. When applicable, agreements must address:
 - a. Utility/rent payments
 - b. Specific areas and square footage
 - c. Hours and days of operation and seasonal variations
 - d. Care and maintenance of the facility and equipment and responsibilities, consistent with local and state regulations
 - e. Responsibility for fire inspections
 - f. Obtaining Health Department permits
 - g. Insurance coverage for items owned by the provider
 - h. Personal liability insurance
 - i. Compliance with all federal, state and local laws
 - j. Security for site equipment and food
 - k. Responsibility for replacement of equipment
 - l. Certificates of Occupancy

F. Contracts with Service Providers

1. The AAA shall ensure that all contracts comply with local, state, and federal standards and reference the State Sanitary Code, NYSOFA's Standard Assurances and the Program Standards outlined in this PI.
2. The AAA shall ensure that contracts delineate the following if applicable:
 - a. Service locations
 - b. Type of services and units of service to be provided
 - c. Proposed service costs
 - d. Client eligibility and targeted populations to be served
 - e. The respective authorities and responsibilities of the AAA and the contractor (e.g., maintenance of facility, cancellation clause, hiring staff)
 - f. Reporting requirements
 - g. Program monitoring and assessments
 - h. Contribution policies and procedures
 - i. Insurance, licensing requirements
 - j. Staff qualifications and requirements

- k. Meal service requirements
 - l. Other applicable policies and procedures
 - m. All applicable items in section E above.
3. The AAA shall ensure that all contracts allow for the monitoring and assessment of the contractor by the AAA, local, state, and federal officials.

G. Staffing Requirements

1. AAAs are encouraged to give preference to individuals age 60 and over in the hiring for all staff positions, as long as individuals are equally qualified.
2. The AAA shall have a full-time staff person responsible for directing all Nutrition Program activities and the planning, preparation, and delivery of nutritious meals and supportive services; nutrition oversight and operations; and supervision of contractors providing food and other nutrition services.
3. The AAA shall have a Registered Dietitian (RD), Certified Nutrition Specialist (CNS), or Certified Dietitian Nutritionist (CDN), on the staff of, or under contract as a consultant for the AAA, for at least 16 hours per week, unless fewer hours are approved by NYSOFA.
 - a. Job responsibilities may include but are not limited to: monitoring meal preparation sites, congregate sites, restaurant dining sites, portable meal distribution sites, and home delivered meal delivery, menu planning and certification, development of nutrition education programs, providing nutrition counseling, diet prescription reviews, participation in case management and participant team reviews, providing technical assistance and training, and administrative activities.
 - i. A Registered Dietetic Technician (DTR) may fulfill the above-mentioned job responsibilities except for nutrition counseling and development of nutrition education.

A dietitian, on staff or under contract as a consultant for a nutrition provider subcontracting with the AAA, may fulfill the responsibilities of menu planning and certification, development of nutrition education programs, providing nutrition counseling, diet prescription reviews, participation in case management, and participant team reviews. The hours of the dietitian will count toward the fulfillment of the minimum hours required but may not result in fulfilling all dietitian responsibilities of the AAA (e.g., a

dietitian employed by a nutrition provider cannot fulfill the responsibility of the AAA to monitor that contractor).

- b. Paid, volunteer, and in-kind consulting dietitians must have a written agreement specifying hours of consultation and responsibilities.
- 4. The AAA shall ensure that each nutrition provider has a sufficient number of staff who are properly trained and oriented to meet nutrition service needs.
- 5. The AAA shall ensure that each nutrition provider has a designated individual responsible for the operation of each site, including kitchen, congregate sites, restaurant dining sites, home delivered meal distribution sites, and portable meal distribution sites, when applicable.
- 6. The AAA shall ensure that all staff and volunteers involved in meal preparation, service, and delivery (directly provided and contracted), receive orientation and quarterly continuing education training.
 - a. Continuing education training agendas and attendance must be documented by the AAA and made available to NYSOFA upon request. Required topics include procedures in the event of an emergency (e.g., safety training, fire safety, medical issues, weather related concerns) and food safety and sanitation.

H. Record Retention

- 1. The AAA shall ensure that each nutrition provider keep the following records for a minimum of one year from the end date of the program period:
 - a. Food temperature logs
 - b. Site, kitchen, and route monitoring reports
 - c. Health Department inspection reports
 - d. Nutrition education programs, and surveys
 - e. Menus as served and nutrient analysis
 - f. Food cost, inventory records and production sheets
 - g. Participant surveys and evaluations
 - h. Physician diet orders
 - i. Participant, staff and volunteer meal service records e.g., sign-in sheets
- 2. Each nutrition service provider will keep the following records for a minimum of six years after the ending date of the program period:

- a. Contribution collection and deposit records
- b. Income and expense records
- c. Contract, budget, and payroll/timesheet documents
- d. AAA monitoring reports of directly provided and contracted nutrition services
- e. Documentation of individual nutrition counseling and follow up activities
- f. The number and cost of home delivered and congregate meals served

II. PARTICIPANT ELIGIBILITY

A. Eligibility for Congregate Meal Services (includes dine-in congregate meals, portable congregate meals and/or restaurant dining meals).

- 1. Individuals age 60 and older and their spouse are eligible to participate in congregate meal services.
- 2. Individuals with disabilities under the age of 60 who reside in housing facilities primarily occupied by older individuals at which congregate meal services are provided may also be served on the same basis as meals are provided to eligible participants.
- 3. In accordance with procedures established by the AAA:
 - a. individuals with disabilities under the age of 60 who reside at home with an eligible older individual may be offered congregate nutrition services on the same basis as meals are provided to eligible participants; and
 - b. individuals under the age of 60 who provide volunteer services to the meal program during meal hours may be offered a meal on the same basis as meals are provided to eligible participants.

B. Portable Congregate Meal Services

- 1. If included as part of an approved Four-Year Plan or Annual Update and to complement the congregate meals program, portable meals, including shelf-stable, pick-up, carry-out, drive-through, or similar meals, may be provided under Older Americans Act Title III, part C-1.
- 2. Portable Meals shall not exceed 25 percent of the funds expended by the area agency under Title III, part C-1, to be calculated based on the amount of Title III, part C-1 funds available after all transfers between III-C-1 and III-C-2 funding are completed.

3. Portable meals may be provided to complement the congregate meal program:
 - a. during disaster or emergency situations affecting the provision of nutrition services;
 - b. to older individuals who have an occasional need for such meal; and/or
 - c. to older individuals who have a regular need for such meal, based on an individualized assessment, when targeting services to those in greatest economic need and greatest social need.

C. Eligibility for Home Delivered Nutrition Services

1. Individuals age 60 and older are eligible to receive home delivered meals, in the form of meals delivered to the person's home, provided the individual:
 - a. is incapacitated due to accident, illness, or frailty;
 - b. lacks the support of family, friends, or neighbors; and
 - c. is unable to prepare meals due to a lack of or inadequacy of facilities, an inability to shop, cook, or prepare meals safely, or a lack of appropriate knowledge or skill.
2. The spouse of an eligible meal participant, regardless of age or condition, may receive home delivered meals (including portable home delivered meals) if, according to criteria established by the AAA, receipt of such meals is in the best interest of the eligible participant.
3. In accordance with procedures established by the AAA:
 - a. individuals with disabilities under the age of 60 who reside at home with an eligible participant may receive home delivered meals (including portable home delivered meals) if, according to criteria established by the AAA, receipt of such meals is in the best interest of the eligible participant; and
 - b. individuals under the age of 60 who provide volunteer services to the meal program during meal hours may be offered a meal on the same basis as meals are provided to eligible participants.
4. Individuals age 60 and older are eligible to receive home delivered meals in the form of portable home delivered meals.

5. Home delivered meal providers may encourage meal participants to attend congregate meal sites and other health and wellness activities, as feasible, based on a person-centered approach and local service availability.

III. PARTICIPANT ASSESSMENTS

1. The AAA shall ensure that each person referred for or requesting home delivered meals, in the form of meals delivered to the person's home, is assessed to determine the need for such services as follows:
 - a. A comprehensive client assessment consistent with NYSOFA's requirements must be completed prior to initiating the meal service.
 - i. In individual cases of emergent need for meals to be initiated before an assessment is conducted (i.e. hospital discharge referral), the assessment must be conducted within ten business days of initiating service unless impracticable.
 1. When an assessment cannot be completed prior to initiating the meal service, the AAA must collect the following intake information to be kept on file: client's name, address, phone, emergency contact, physician's name, major chronic conditions, date of birth, diet and dietary restrictions, and description of emergent nature of need.
 - b. Client assessments must be conducted by a person who has the same qualifications as staff who perform assessments for other community-based long-term care services.
 - c. Client reassessments must be completed and documented every 12 months.
 - d. A documented contact with case managed clients must occur every 2 months and every 6 months for non-case managed clients.
 - e. Appropriate referrals, with the consent of the participant or their representative, must be made when other needs are identified through the assessment or registration process (e.g. nutrition counseling, transportation, personal care).

- f. Assessment of clients referred for, or requesting home delivered meals in the form of portable home delivered meals is at the discretion of the AAA. If an assessment is not completed for a portable home delivered meals recipient, the AAA must follow NYSOFA's congregate meal registration requirements.

IV. CONGREGATE MEAL SERVICE DELIVERY AND ACCESSIBILITY

1. The AAA shall ensure that all congregate meal programs (dine-in, restaurant, and portable congregate meal programs):
 1. Are easily accessible and ADA compliant to ensure maximum accessibility for older adults in greatest economic and social need with particular attention given to target populations, including low-income minorities.
 2. Provide, as a whole, at least one hot or other appropriate dine-in congregate meal per day, five or more days a week (except in a rural area where such frequency is not feasible and a lesser frequency is approved by NYSOFA) and any additional meals that the AAA may elect to offer.
 3. Provide meals in congregate settings, including adult day care facilities and multigenerational meal sites, and may include restaurant dining sites and portable congregate meal distribution sites.
 4. Provide participants with the option to eat a meal on-site, in the company of others, and allow socialization and interaction with others.
 - a. Dine-in congregate meal sites must be open at least one hour before meals are served and remain open for at least one hour after the meal.
 - b. Restaurant dining and portable congregate meal sites must be open for a minimum of two hours. The timeframe for pick up meals at a portable congregate meal site may be less than 2 hours.
 5. To the maximum extent possible, have space available at the site for supportive services (to protect the privacy of individual participants), educational services, and/or recreational services and activities.
 6. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of meal participants.

7. Are open to the public. Sites may not set requirements for individuals to gain access (e.g., membership, pay an entrance fee, be a resident, participation in another program or service).
8. Have the same registration requirements for all participants, regardless of their basis for eligibility (e.g., spouse of participant, disability status) and comply with NYSOFA's requirements.
 - a. NYSOFA's registration form or an alternative form containing the same elements as NYSOFA's form must be used to register Congregate meal participants. The AAA shall determine the frequency at which registration forms are updated, including nutrition risk information.
9. Monitor participants for the possible need for home delivered meals instead of congregate meals and make referrals as necessary.
10. Alert the AAA to conditions or circumstances which may endanger the participant, other participants, workers, volunteers, meal site, or household.

V. HOME DELIVERED MEAL SERVICE DELIVERY AND ACCESSIBILITY

1. The AAA shall ensure that all home delivered meal programs (meals delivered to the home and portable meals):
 - a. Provide maximum accessibility to older adults in greatest social or economic need with particular attention to low-income minority individuals.
 - b. Provides at least one home delivered meal, in the form of meals delivered to the person's home, per day, five or more days a week in the PSA. Exceptions may only be made in a rural area where such frequency is not feasible, and a lesser frequency is approved by NYSOFA.
 - i. Meals may be hot, cold, frozen, dried, canned, or fresh foods and, as appropriate, supplemental foods.
 - c. Conduct in-person wellness checks when delivering meals to the participant's home.
 - i. When meals are delivered less than 5 days per week, because the participant receives meals for multiple days per delivery, the participant must be offered remote wellness checks on the days

for which they are provided a meal, but do not receive a delivery.

- ii. If utilizing a home delivered meal service that does not provide in-person wellness checks with each delivery (e.g., meals delivered by shipping carrier), a plan must be in place for a combination of remote and in-person wellness checks to be provided to each participant.
 - iii. The AAA will have policies and procedures for when the delivery driver or individual conducting the wellness check is not able to contact the participant.
- d. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of meal participants.
 - e. To the extent possible, make available medical information approved by health care professionals, such as informational brochures and information on how to get vaccines, including vaccines for influenza, pneumonia, and shingles, in the individuals' communities.
 - f. Alert the area agency to conditions or circumstances which may endanger the participant, other participants, workers, volunteers, meal sites or household.
 - g. Ensure that meals are not left at a residence unless the participant or other designated individual is available to receive the meal unless there is a plan in place for the participant to receive multiple days of cold or frozen meals via shipping carrier in insulated containers.
 - h. Temperatures of potentially hazardous foods must meet state and local food safety and sanitation requirements at the time of receipt by the participant.

VI. PROVISION OF MEALS TO GUESTS AND STAFF UNDER 60

- 1. The AAA shall ensure that:
 - a. Eligible participants are given priority for meals before all guests and staff under 60 receive a meal.
 - b. Meal charges for guests and staff under 60 are based on actual food costs, disposables cost, or caterers' charge per meal.

- c. There are written policies for the provision of meals to staff under 60 at the guest rate.

VII. THIRD PARTY REIMBURSEMENT

1. The AAA shall seek appropriate reimbursement from third-party payers (public and private) when a participant's nutrition services are, or may be, covered by another funding source.
 - a. The AAA shall ensure written agreements are in place for the reimbursement of meals by community-based residential care facilities, community-based service providers, and other public or private third-party payers.
2. Nutrition providers contracted with the AAA shall seek appropriate reimbursement from third-party payers (public and private) to pay for nutrition services when a participant's nutrition services are, or may be, covered by another funding source (e.g., community-based residential care facilities, community-based service providers, other public or private third-party payers).
 - a. Nutrition providers shall have written agreements in place for the reimbursement of meals (based on actual costs per meal) and participation of covered individuals.

VII. MEAL SERVICE

1. The AAA shall ensure that:
 - a. Food quality is maintained at all stages of food preparation, delivery and service. Potentially hazardous foods must meet state and local food safety and sanitation requirement for hot and cold holding.
 - b. Foods are portioned for service as indicated on approved menus.
 - c. Nutrition providers accommodate the needs of individuals with disabilities or limited mobility and have appropriate food containers, utensils, and other assistive devices available for use upon request (e.g., weighted utensils, angled straws, nonslip mats, etc.)
 - d. When feasible and appropriate, arrangements are made for the availability of meals to participants in emergencies.
 - e. There are written policies and procedures in place for:

- i. the provision of food and/or meals in emergencies or disasters.
 - ii. the cancellation of meals.
 - iii. notification of service delays or closings.
 - iv. restrictions concerning the drop-off of home delivered meal(s).
 - v. the allowance of or prohibition against participants taking part or all their meal home for later consumption regarding food safety issues and participant responsibility.
 - 1. When practical, participants shall be allowed to take food home and are given instructions on safe food handling and reheating.
- f. Clients receiving home delivered meals, portable home delivered meals, portable congregate meals, or choosing to take all or part of their meal out of a dine-in congregate meal site are instructed on the use and safe handling of the meal.
- g. Clients receiving home delivered meals are instructed on the requirements of receiving a meal.
- 2. The AAA shall evaluate participant satisfaction with the program at least annually.

VIII. MENU AND NUTRIENT REQUIREMENTS

A. Menu Planning

- 1. The AAA shall ensure that:
 - a. Participant comments on meals are solicited at a least annually.
 - b. Participant comments on meals are considered when planning menus.
 - c. Menus are planned based on a minimum of a four-week cycle.
 - d. Menus follow the recommendations of the current Dietary Guidelines for Americans.
 - e. Menu items are evaluated to ensure their suitability to program operations.
 - f. Menus are prominently displayed at each site and food preparation area. When necessary, menus are displayed in languages other than English.

B. Nutrient Content

1. The AAA shall ensure that:

- a. Menus follow the recommendations of the current Dietary Guidelines for Americans and are certified, signed, and dated by a dietitian and provide:
 - i. A minimum of 33 1/3 percent of the dietary reference intakes (DRIs) if 1 meal is provided per day.
 - ii. A minimum of 66 2/3 percent of the DRIs if two meals are provided per day.
 - iii. 100 percent of the DRIs if 3 meals are provided per day.
- b. A nutrient analysis or meal pattern documentation is available for all meals provided.
 - i. If nutrient analysis software is not used, documentation of compliance with the daily meal pattern is available for all meals provided.
 - ii. The AAA may use Attachment A of this PI or other locally developed form that includes all of the elements in Attachment A.
 - iii. The AAA may use provided meal patterns or nutrient analysis. Attachment B Meal Pattern Notes is provided for additional information.
- c. Any deviation from the planned menu is noted and approved by a dietitian.
- d. Vitamin and mineral supplements are not purchased with program funds.
- e. Nutrition supplements (canned formulas, powdered mixes, food bars, etc.) are made available to participants based on documented, assessed need as determined by a dietitian. These products cannot replace conventional meals unless a physical disability or medical condition warrants their sole use.

C. Therapeutic/Religious/Cultural Diets

1. The AAA shall ensure that:

- a. To the maximum extent practicable, nutrition providers provide meals that are adjusted to meet any specific or unique dietary needs of program participants.
 - i. Nutrition providers have flexibility in designing meals that are appealing to program participants and consider health and religious requirements, and/or the cultural meal preferences of eligible individuals.
- b. Nutrition providers consider the following in determining whether specific or unique menus are feasible and appropriate:
 - i. whether there are sufficient people needing the specific or unique menus to make their preparation practical; and
 - ii. whether the foods and skills necessary to provide specific or unique menus are available.
- c. Participants and their physicians are aware of the type of menu modifications that are available.
- d. Participants receive a therapeutic diet only if prescribed by a physician.
 - i. These prescriptions are kept on file and are updated annually.

IX. FOOD SERVICE OPERATIONS

- 1. The AAA shall ensure that:
 - a. Facilities used for meal preparation and/or service delivery meet applicable federal and state requirements, state and local food safety and sanitation requirements, including building, fire, and safety regulations.
 - b. Food costs using NYSOFA administered funding are accurately determined and calculated on a quarterly basis.
 - c. Procedures are in place to forecast the number of meals to be prepared and/or served daily (e.g., reservation system).
 - d. Standardized recipes are used for food production.

- e. Food items on production sheets and on-site menus are clearly identified and portion sizes are indicated as needed.
- f. Portion control is maintained during food preparation and service to be consistent with dietitian certified menu requirements.

X. FIRE, BUILDING AND HEALTH CODE COMPLIANCE AND SAFETY PROCEDURES

A. Facility Compliance and Safety Procedures

1. The AAA shall ensure that:

- a. NYSOFA has been notified of any commercial caterer, restaurant, hospital, nursing home, school and/or "Meals on Wheels" providing meals under an agreement with a NYSOFA administered program.
- b. Any changes in the status of the operation of meal sites, kitchens or caterers and restaurant dining sites are accurately reflected in NYSOFA's meal site database.
- c. All sites and food preparation facilities (contracted and directly operated) are inspected annually by the local Department of Health.
 - i. Inspection reports and follow-up documentation regarding compliance issues are kept on file with the AAA.
- d. All facilities are in compliance with the NY State Sanitary Code and display operation permits.
- e. All facilities have written confirmation of, or permit posted of compliance with fire department or building department regulations.
 - i. Exits are clearly identified, well-lit and free of obstacles/clutter.
 - ii. Fire extinguishers are strategically placed and inspected annually.
 - iii. Evacuation plans are posted.

2. Fire drills are conducted annually at all congregate sites and documented.

B. Compliance with Food Service Practices

1. The AAA shall ensure that:

- a. Food service practices comply with all applicable local, state, and federal codes and regulations.
- b. All food used for the Nutrition Program meets the standards of quality, sanitation, and safety that apply to food sold commercially.
- c. Time and temperatures of potentially hazardous foods that must meet state and local food safety and sanitation requirements shall be taken and recorded as follows:
 - i. Final cooking temperatures.
 - ii. Bulk food temperatures must be taken prior to delivery, at delivery and at serving time.
- d. Monitoring of potentially hazardous foods is conducted according to the instructions below:
 - i. Test meals are utilized to determine if all food components are within acceptable food safety temperature ranges and to evaluate food appearance, portion size, adherence to menu, aroma, taste and texture.
 - ii. Home delivered meal end route temperatures from a home delivered meal test meal must be taken monthly for each route.
 - 1. The date, time, and temperature of all hot and cold (including frozen) food components will be recorded at the end of the home delivered meal route.
 - iii. Portable meal end-of-service temperatures from a test meal must be taken monthly at each portable meal distribution site.
 - 1. The date, time, and temperatures of all hot and cold (including frozen) meal components will be recorded at the end of the portable meal service.
 - iv. Congregate test meals must be evaluated, including taking and recording date, time, and temperature of all hot and cold meal components, at the time of service at each congregate meal site, every two months. This can be done as part of the congregate site monitoring visit specified below.
 - v. In the case of a frozen test meal, the frozen state of the meal will be confirmed and then the meal will be heated according to instructions provided to participants and evaluated in the manner above (including taking the temperatures after heating).

- vi. In the case of a cold test meal, the temperature of the food components will be taken and then the meal will be heated according to instructions provided to participants and evaluated in the manner above (including taking the temperatures after heating).
- e. Restaurant dining sites are required to take food temperatures in accordance with the New York State Sanitary Code.
- f. Kitchens, dine-in congregate meal sites, restaurant dining sites, and portable meal distribution sites receive formal on-site monitoring at least once a year.
 - i. This monitoring visit is conducted and documented by a dietitian, nutrition program coordinator, or other individual trained in food safety and sanitation and familiar with the Standards in this PI.
- g. Outbreaks of suspected food-borne illnesses are reported to the local Health Department, NYSOFA, and the AAA upon discovery/suspicion of an outbreak.

XI. NUTRITION EDUCATION

1. The AAA shall ensure that:
 - a. An annual nutrition education plan/schedule is developed by a dietitian.
 - i. The needs, comments, and requests of participants are considered when planning programs.
 - b. Nutrition Education content is approved by the dietitian and must include information about nutrition, physical activity, disease prevention and health promotion.
 - i. Content shall be consistent with the Dietary Guidelines for Americans; accurate, culturally sensitive, linguistically and regionally appropriate, as well as considerate of personal preferences.
 - c. Nutrition education is provided by or under the direction of a dietitian.
 - d. Nutrition education is provided to nutrition participants at least monthly and may be delivered in-person, via video, audio, online or distribution

of hardcopy materials.

- e. Nutrition education presentations are provided at each dine-in congregate meal site a minimum of six times a year.
 - i. Presentations may be delivered in person, virtually, or as a hybrid of the two and must allow interaction between the presenter and participants.
 - ii. Portable meal and restaurant dining meal participants are informed of upcoming nutrition education presentations in the PSA and given the opportunity to attend.
- f. Evaluative methods are in place to determine the effectiveness and satisfaction of nutrition education activities.

XII. NUTRITION COUNSELING

- 1. The AAA shall ensure that:
 - a. A screening/intake process adequately identifies participants who are at high nutrition risk.
 - b. High risk participants are offered nutrition counseling.
 - c. Nutrition counseling is a service available in the PSA to eligible individuals regardless of their participation in other nutrition services.
 - d. A Registered Dietitian, Certified Nutrition Specialist, or Certified Dietitian Nutritionist evaluates the participants' nutritional needs and develops an appropriate care plan.
 - e. Nutrition counseling and follow-up activities are documented.
 - f. Evaluative methods are in place to determine the effectiveness and satisfaction of nutrition counseling.

XIII. USDA PROGRAMS

A. Reimbursement for Eligible Meals

- 1. The AAA shall ensure that:

- a. Nutrition providers receive Nutrition Services Incentive Program (NSIP) reimbursement and/or commodity assistance for meals served as established under the OAA.
- b. Reimbursement is claimed for meals that:
 - i. Provide at least 33 1/3 percent of the DRIs and meet the Dietary Guidelines for Americans;
 - ii. Are served to eligible participants as specified in this PI.
 - iii. Reimbursement may not be claimed for meals served to guests, which include staff under 60 years of age;
 - iv. Are served to an individual who has not been means-tested to receive the meal and has been provided the opportunity to provide a voluntary contribution to the cost of the service; and
 - v. Are served by an agency under the jurisdiction, control, management, and audit authority of the AAA.
- c. NSIP funds are used to purchase United States agricultural commodities and other foods produced in the United States for nutrition programs.
- d. NSIP funds are used to purchase meals furnished under contractual arrangements with food service management companies, caterers, restaurants, or institutions, provided that each meal contains United States produced commodities or foods at least equal in value to the per-meal cash payment that the nutrition providers receive.
- e. NSIP funds are used to increase the total number of and improve the quality of meals served.
- f. The total number of eligible meals is reported to NYSOFA to be eligible for NSIP reimbursement.

B. Commodity Program

- 1. The AAA shall ensure that:
 - a. A signed agreement is on file between the AAA and New York State Office of General Services (OGS) for commodity allocations and usage.

- b. The estimated dollar value of USDA cash and/or commodities is reflected in the budgets of service providers.
- c. Effective arrangements exist for the pick-up, transportation, storage and distribution of commodities.
- d. Appropriate inventory and food cost records are maintained.
- e. Commodities are used in an appropriate and cost-effective manner.
- f. OGS and NYSOFA are notified when any commodities are lost due to theft, damage, spoilage, infestation or contamination.
- g. The transfer of commodities between eligible agencies is done in accordance with USDA and OGS guidelines.

C. Supplemental Nutrition Assistance Program

- 1. The AAA shall ensure that:
 - a. Efforts are made to assist participants in accessing SNAP benefits.
 - b. If applicable, there is a written policy for the certification of nutrition providers to accept SNAP benefits as voluntary contributions for meals.
 - c. To the extent possible, assistance is given to certifying agencies and other organizations that help eligible older adults access benefits.

XIV. SENIOR FARMERS' MARKET NUTRITION PROGRAM (SFMNP)

- 1. The AAA shall ensure that nutrition providers participating in the SFMNP comply with all NYSOFA and New York State Department of Agriculture and Markets requirements.

XV. DEFINITIONS

Congregate Meals

Congregate Meal: A meal provided by a qualified nutrition project provider to a qualified older adult in a congregate or group setting (including restaurants). The meal is served in a program that is administered by NYSOFA/AAA and meets all OAA requirements, state and local laws, and NYSOFA's Nutrition Program Standards. Portable meals may be included.

Portable Congregate Meal: Meals made available for individuals to obtain at one or more central points of distribution, including congregate meal sites, and then consumed at a location of their choice, which are reported and funded as congregate meals.

Portable Congregate Meal Distribution Site: A central point from which eligible individuals pick-up congregate meals and consume them at a location of their choice. This may include dine-in congregate meal sites which additionally offer portable meals as an option.

Dine-In Congregate Meal: Congregate Meals served at a Dine-In Congregate Meal Site with the intention that eligible participants will consume that meal in the company of other eligible participants. Meals served at restaurant dining sites where participants dine in and among the general restaurant customer population, are not considered to be Dine-In Congregate Meals.

Dine-in Congregate Meal Site: Congregate Meal Sites where Congregate Meals are served with the intention that eligible participants will dine-in at that site to consume the meal in the company of other eligible participants. Restaurant dining sites where participants dine within and among the general restaurant customer population, are not considered to be Dine-In Congregate Meal Sites.

Restaurant Dining Meal: Congregate Meals served at restaurant dining sites, where participants dine within and among the general restaurant customer population.

Restaurant Dining Site: Sites where Congregate Meals are served and participants dine in and among the general restaurant customer population. Restaurant dining participants may choose to take all or part of the meal home.

Home Delivered Meals

Home Delivered Meal: A meal provided to a qualified individual for home consumption. The meal is served in a program that is administered by NYSOFA/AAA and meets all OAA requirements, state and local laws, and NYSOFA's Nutrition Program Standards. Portable meals may be included.

Home Delivered Meals in the Form of Meals Delivered to the Person's Home: This is the 'traditional model' of providing home delivered meals and refers to all home delivered meals other than those provided in the form of Portable Home Delivered Meals.

Home Delivered Meal Distribution Site: A central location, apart from the kitchen of origin, where Home Delivered Meals are staged for division by route and loaded into vehicles for ultimate delivery to an individual's home.

Portable Home Delivered Meal: Meals made available for individuals to obtain at one or more central points of distribution, including congregate meal sites, and then consumed at a location of their choice, which are reported and funded as home delivered meals.

Portable Home Delivered Meal Distribution Site: A central point from which eligible individuals may pick-up portable home delivered meals. This may include dine-in congregate meal sites that offer portable meals as an option.

Wellness Check: An in-person wellness check is defined as a brief visual observation of the individual to establish that they are able to accept the meal. A remote wellness check is defined as a brief interaction with the individual utilizing audio, visual or some other technology that establishes that they have the provided meal and indicate the ability to prepare it for consumption.

Nutrition Counseling and Nutrition Education

Nutrition Counseling: Individualized guidance to an older adult who is at nutritional risk because of their health or nutrition history, dietary intake, chronic illness, or medication use. Nutrition Counseling is provided based on the expertise of a registered dietitian and addresses the options and methods for improving nutrition status with a measurable goal. Nutrition Counseling is provided one-on-one in-person or remotely, utilizing technology.

Nutrition Counseling consists of:

- Evaluating the individual's nutritional needs
- Developing and implementing a nutrition counseling plan
- Evaluating the outcome
- Maintaining documentation

Nutrition Education: An intervention, based on the needs of Congregate and Home-Delivered Meal participants, that uses information dissemination, instruction, or training with the intent to support food, beverage, nutrition, physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health, health literacy, address nutrition intake and nutrition-related conditions.

Content must be:

- Consistent with the Dietary Guidelines for Americans
- Accurate
- Culturally sensitive, linguistically and regionally appropriate, and considerate of personal preferences
- Overseen by a registered dietitian or other nutrition professional (see current Nutrition Program Standards for required credentials)

Nutrition Education may be delivered in-person, via video, audio, online or distribution of hardcopy materials.

Portable Meals

Portable Meal: A meal provided in the form of a portable home delivered meal or portable congregate meal.

Portable Meal Distribution Site: A central point from which eligible individuals may pick-up portable meals (portable home delivered meals or portable congregate meals). This may include dine-in congregate meal sites which additionally offer portable meals as an option.

Test Meal

Test Meal: A test meal is a meal that is identical to the meals being served to congregate and/or home delivered meal participants on the testing date and location. Test meals are used to determine if all food components are within acceptable food safety temperature ranges as well as to evaluate food appearance, portion size, adherence to menu, aroma, taste, and texture.

Attachments

A. Meal Pattern and Approval – Regular

B. Meal Pattern Notes

Appendix I

Oneida County Nutrition Program for the Elderly Equipment Inventory

<u>Item</u>	<u>Amount</u>
Steam Tables-Electric	16
Double Door Refrigerators	7
Walk-In Freezer	1
Stainless-steel Bus Carts (utility carts)	8
Stoves	1
Coffeemakers	1
Food Warmers	2
Single Door Refrigerator	3
Storage Cabinets	5
Electric Food Carriers	1
Office Chairs	4
Computers	3
Printers	1
Computer Tables	2
Adding Machines	4
Filing Cabinets	5
Hobart Food Mixers	4
Hobart Buffalo Chopper	2
Food Slicer	3
Stainless Steel Work Table	3
Convection Ovens	2
Braising Kettle	2
Electric Can opener	1
Buffalo Chopper	2
Bakers Racks	2
Cleveland Steam Kettles	3
Single Stack Oven	3
3-Door Pressure Cooker	1
Dishwasher	8
Desks	3

Misc. Items - Steam pans and covers, stainless steel pots, sheet-pans, mixing bowls, colanders, utensils, insulated carriers, Coleman coolers, ice-packs, heat tiles and hot packs.

**AUGUST SITE MENU
2026**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
3. Potato & Cheese Pierogi w/Sauteed Onions Zucchini & Tomato Mandarin Oranges Grape Juice Whole Grain Bread Milk	4. Eggplant Parmesan w/Pasta & Sauce & Mozzarella Broccoli Slice Pears Whole Grain Bread Milk	5. Breaded Fish w/Cheddar Cheese Oven Brown Potatoes Cauliflower Yogurt w/Peaches & Granola Hamburger Bun Milk	6. Sloppy Joe Sweet Potato Green Beans Butterscotch Pudding Hamburger Bun Milk	7. Turkey Divan w/Broccoli Brown Rice Diced Beets Pineapple Tidbits Whole Grain Bread Milk
10. Orange Glazed Chicken Thigh Brown Rice Italian Blend Oatmeal Raisin Cookie Whole Grain Bread Milk	11. Pork Cutlet w/Sauerkraut German Potato Salad Oriental Blend Applesauce Whole Grain Bread Milk	12. Lemon Greek Chicken Parsley Rice Capri Blend Chocolate Chip Cookie Whole Grain Bread Milk	13. Minestrone Soup Mixed Vegetables Tuna Salad Sandwich Yogurt w/Pineapple & Granola Whole Grain Bread Milk	14. Meatball Sub w/Sauce & Mozzarella Seasoned Spinach Mandarin Oranges Sub Roll Milk
17. Chicken Fajitas w/Sauteed Peppers & Onions Brown Rice Peas Fresh Orange Wheat Tortilla Wraps Milk	18. Ditalini & Peas w/Red Sauce Brussel Sprouts Chocolate Pudding Whole Grain Bread Milk	19. Chicken Rice Casserole California Blend Pineapple Tidbits Whole Grain Bread Milk	20. Rib B Que Hearty Baked Beans Dill Carrots Fruit Cocktail Whole Grain Bread Milk	21. Chicken & Broccoli Stir Fry Brown Rice Oriental Blend Sliced Pears w/Cinnamon Whole Grain Bread Milk
24. Chicken Parmesan w/Spaghetti Italian Green Beans Slice Peaches Whole Grain Bread Milk	25. Pork w/Southern Gold Sauce Brown Rice Cabbage & Carrots Apple Crisp Whole Grain Bread Milk	26. Open Faced Turkey Sandwich w/Gravy Sweet Potatoes Peas Vanilla Pudding Whole Grain Bread Milk	27. Sweet & Sassy Chicken Breast Rice Pilaf Broccoli Florets Lemon Cookie Whole Grain Bread Milk	28. Bratwurst w/Sauteed Onions & Cabbage German Potato Salad Sliced Apples w/Cranberries Whole Grain Bread Milk
31. Salisbury Steak w/Gravy Garlic Mash Potatoes Wax Beans Mandarin Oranges Whole Grain Bread Milk				

Appendix K

Proposal for the Food Service Contract of the Oneida County Office for the Aging (Fill out form for each five year)

YEAR _____

Agency: _____

City, State: _____

Address: _____

Telephone #: _____

Contact Person: _____

Description

Basic Meal Component

Meal Contract

Food

Price Quote Detail:

Labor*

Detailed unit prices are to be
quoted to be nearest cent.

Management

Prices are to be entered only

Production

for those items that are

Sanitation

appropriate.

Delivery

Clerical

Fringe

Staffing

Supplies

* Include corporate organiza-
tion chart and a complete
description of the operations
staff which will perform
services specific to this contract.
(Note any unpaid volunteer
staff utilized)

Administrative Supplies

Service Disposables

(napkins, placemats)

Packaging Supplies

(totes, bags, etc.)

Operating Costs

(fuel, maintenance, mileage)

Other Expenses

(training, membership)

Fees

Adm. & Supervision

Accounting/Audit

Profit

TOTAL UNIT COST
