



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION MARCH 16, 2011

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2011-097 . . .	Ways & Means (To Board. 3/16/11).....	
2010-098 . . .	Education & Youth, Ways & Means.....	
2010-099 . . .	Public Safety, Ways & Means	
2011-100 . . .	Public Safety, Ways & Means	
2011-101 . . .	Economic Development & Tourism, Ways & Means.....	
2011-102 . . .	Public Health, Ways & Means.....	
2011-103 . . .	Public Health, Ways & Means.....	
2011-104 . . .	Public Health, Ways & Means.....	
2011-105 . . .	Human Resources, Ways & Means	
2011-106 . . .	Human Resources, Ways & Means	
2011-107 . . .	Human Resources, Ways & Means	
2011-108 . . .	Human Resources, Ways & Means	
2011-109 . . .	Human Resources, Ways & Means	
2011-110 . . .	Human Resources, Ways & Means	
2011-111 . . .	Human Resources, Ways & Means	
2011-112 . . .	Human Resources, Ways & Means	

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COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NEW YORK 13501
(315) 798-5800
FAX (315) 798-2390
www.ocgov.net

FN 20 10 - 097

March 4, 2011

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

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 MAR 4 9 AM 10:58

Honorable Members:

During the process of preparing for the closing of the County's accounting records for 2010, deficit balances were identified in a number of employee fringe benefit accounts that will necessitate transfers of funds. The transfers are partially covered by surplus funds in the 2010 budgets of other related fringe accounts. In all but a few instances these transfers are made from unencumbered balances in other appropriation accounts within the respective departments.

The shortages in departmental Health Insurance accounts are the result of an evolving workforce, both with respect to the number of employees in each department and in the Health Insurance coverage that the employees select combined with the fact that RMSCO Health Insurance claims were higher than anticipated. Other significant fringe benefit shortages occurred due to the large increase in the NYS Retirement contribution that every municipality is facing.

Due to the need to close the 2010 accounting records, I ask that these transfers be acted upon at the **March 16th meeting**. I therefore request your Board approval for the following **2010** fund transfers:

TO:

AA# A1010.850 - Board of Legislators, Unemployment Insurance	\$ 9,726.
AA# A1165.810 - District Attorney, Retirement.....	34,008.
AA# A1165.860 - District Attorney, Health Insurance	44,346.
AA# A1170.810 - Public Defender-Criminal, Retirement	13,065.
AA# A1170.860 - Public Defender-Criminal, Health Insurance	49,095.
AA# A1173.810 - Public Defender-Civil, Retirement	9,234.
AA# A1173.860 - Public Defender-Civil, Health Insurance	11,728.
AA# A1185.860 - Coroners, Health Insurance	6,189.
AA# A1230.860 - County Executive, Health Insurance	11,437.
AA# A1315.810 - Audit & Control, Retirement	11,031.
AA# A1315.860 - Audit & Control, Health Insurance	9,162.
AA# A1345.860 - Purchasing, Health Insurance	8,499.
AA# A1410.810 - County Clerk-Registrar, Retirement	7,987.
AA# A1410.860 - County Clerk-Registrar, Health Insurance.....	9,868.
AA# A1411.810 - Motor Vehicle Bureau, Retirement.....	18,184.
AA# A1411.860 - Motor Vehicle Bureau, Health Insurance	35,196.
AA# A1412.101 - County Clerk-Naturalization, Salaries	1.

AA# A1420.860 - Law Department, Health Insurance	20,189.
AA# A1430.810 - Personnel, Retirement.....	14,343.
AA# A1430.850 - Personnel, Unemployment Insurance	10,913.
AA# A1450.810 - Board of Elections, Retirement.....	9,124.
AA# A1490.860 - Public Works Commissioner, Health Insurance	12,955.
AA# A1620.810 - Buildings & Grounds, Retirement	8,752.
AA# A1620.860 - Buildings & Grounds, Health Insurance.....	27,398.
AA# A3020.810 - Emergency Communications, Retirement	17,452.
AA# A3020.850 - Emergency Communications, Unemployment Insurance.....	5,695.
AA# A3110.810 - Sheriff Administration, Retirement	9,144.
AA# A3110.860 - Sheriff Administration, Health Insurance	8,578.
AA# A3111.860 - Sheriff - Stop DWI, Health Insurance	5,116.
AA# A3112.810 - Sheriff - Security, Retirement.....	5,159.
AA# A3112.860 - Sheriff - Security, Health Insurance	12,329.
AA# A3113.810 - Sheriff - Special Initiatives, Retirement	5,300.
AA# A3115.810 - Sheriff - Civil, Retirement.....	13,974.
AA# A3115.860 - Sheriff - Civil, Health Insurance.....	9,525.
AA# A3117.810 - Sheriff - Court Attendants, Retirement.....	27,257.
AA# A3117.860 - Sheriff - Court Attendants, Health Insurance	15,469.
AA# A3120.810 - Sheriff - Law Enforcement, Retirement	72,890.
AA# A3120.860 - Sheriff - Law Enforcement, Health Insurance	61,513.
AA# A3140.810 - Probation Office, Retirement.....	36,734.
AA# A3140.860 - Probation Office, Health Insurance	87,386.
AA# A3150.810 - Sheriff - Jail Inmates, Retirement.....	222,379.
AA# A3150.840 - Sheriff - Jail Inmates, Workers Compensation	9,034.
AA# A3150.860 - Sheriff - Jail Inmates, Health Insurance.....	210,057.
AA# A3640.860 - Emergency Services, Health Insurance	7,286.
AA# A4010.810 - Public Health Administration, Retirement.....	8,005.
AA# A4010.860 - Public Health Administration, Health Insurance	28,703.
AA# A4012.810 - Public Health Clinic, Retirement.....	8,738.
AA# A4012.860 - Public Health Clinic, Health Insurance.....	14,581.
AA# A4018.860 - Environmental Health, Health Insurance.....	16,679.
AA# A4021.810 - Community Wellness, Retirement.....	8,864.
AA# A4021.860 - Community Wellness, Health Insurance	6,049.
AA# A4059.810 - Early Intervention Administration, Retirement	11,185.
AA# A4060.860 - Education Handicapped Children Admin, Health Insurance	7,722.
AA# A4310.860 - Mental Health Administration, Health Insurance	11,958.
AA# A4535.860 - Broadacres Residual, Health Insurance	10,785.
AA# A5620.810 - Department of Aviation, Retirement	14,082.
AA# A6010.810 - Social Services Administration, Retirement.....	40,271.
AA# A6010.850 - Social Services Administration, Unemployment Insurance	13,525.
AA# A6010.860 - Social Services Administration, Health Insurance.....	187,627.
AA# A6011.810 - Children & Adult Services, Retirement.....	77,015.
AA# A6011.850 - Children & Adult Services, Unemployment Insurance	22,193.
AA# A6011.860 - Children & Adult Services, Health Insurance.....	223,386.
AA# A6012.810 - Temporary Assistance, Retirement.....	49,314.
AA# A6012.860 - Temporary Assistance, Health Insurance	167,513.
AA# A6013.810 - Medicaid Administration, Retirement	21,549.
AA# A6013.860 - Medicaid Administration, Health Insurance.....	113,476.
AA# A6014.810 - Welfare Employment Reform Programs, Retirement.....	7,428.
AA# A6014.860 - Welfare Employment Reform Programs, Health Insurance	19,327.
AA# A6015.810 - Home Energy Assistance Program, Retirement.....	8,168.
AA# A6015.850 - Home Energy Assistance Program, Unemployment Insurance	25,660.
AA# A6773.860 - Senior Nutrition Program, Health Insurance	7,414.
AA# A6774.810 - Office for Continuing Care, Retirement	7,821.
AA# A6774.860 - Office for Continuing Care, Health Insurance.....	25,658.
AA# A8020.810 - Planning Department, Retirement.....	5,386.
AA# A8020.860 - Planning Department, Health Insurance	12,631.

"A" Fund Total: \$ 2,417,420.

TO, continued:

AA# D5010.860 - Highways & Bridges Administration, Health Insurance	\$	11,328.
AA# D5020.810 - Engineering, Retirement.....		8,835.
AA# D5020.860 - Engineering, Health Insurance.....		12,886.
AA# D5110.810 - Maintenance of Highways & Bridges, Retirement.....		28,555.
AA# D5110.860 - Maintenance of Highways & Bridges, Health Insurance.....		<u>65,518.</u>

"D" Fund Total: \$ 127,122.

AA# G8120.860 -W.P.C. - Sanitary Sewers, Health Insurance	\$	28,126.
AA# G8140.860 -W.P.C. - Industrial Program, Health Insurance		<u>7,114.</u>

"G" Fund Total: \$ 35,240.

AA# J6296.830 - Workforce Investment Act-Utica, Social Security.....	\$	5,228.
AA# J6300.860 - Workforce Development Administration, Health Insurance.....		<u>14,958.</u>

"J" Fund Total:\$ 20,186.

AA# K8220.800 - Joint Activities Fund, Employee Benefits	\$	<u>16,903.</u>
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"K" Fund Total:\$ 16,903.

FROM:

AA# A1010.102 - Board of Legislators, Temporary Help	\$	7,392.
AA# A1165.101 - District Attorney, Salaries		26,227.
AA# A1165.102 - District Attorney, Temporary Help.....		12,000.
AA# A1165.830 - District Attorney, Social Security.....		12,621.
AA# A1170.101 - Public Defender-Criminal, Salaries		24,619.
AA# A1170.830 - Public Defender-Criminal, Social Security		7,174.
AA# A1173.101 - Public Defender-Civil, Salaries		6,678.
AA# A1185.101 - Coroners, Salaries.....		7,975.
AA# A1230.101 - County Executive, Salaries.....		3,947.
AA# A1311.101 - Finance - Treasury, Salaries		78,328.
AA# A1311.860 - Finance-Treasury, Health Insurance		12,839.
AA# A1312.101 - Finance-Real Property Tax Services.....		10,801.
AA# A1315.101 - Audit & Control, Salaries		4,669.
AA# A1430.860 - Personnel, Health Insurance		8,306.
AA# A1450.102 - Board of Elections, Temporary Help.....		5,678.
AA# A1460.102 - Records Management, Temporary Help.....		8,171.
AA# A1480.101 - Health Insurance Administration, Salaries		42,994.
AA# A1620.412 - Buildings & Grounds, Insurance & Bonding.....		5,535.
AA# A1620.414 - Buildings & Grounds, Utilities		259,373.
AA# A1620.830 - Buildings & Grounds, Social security		7,445.
AA# A1900.412 - Finance-Insurance on County Property, Insurance		50,770.
AA# A1992.9 - Budget-Special Items, Contingent Salaries		83,537.
AA# A2490.4941-Students in Other Community Colleges, All Other		57,857.
AA# A2490.4942-Students in Other Community Colleges, HCCC.....		124,260.
AA# A2490.4943-Students in Other Community Colleges, OCC		73,202.
AA# A2490.4944-Students in Other Community Colleges, Fashion Institute.....		51,176.
AA# A3020.412 - Emergency Communications, Insurance & Bonding.....		8,278.

AA# A3110.412 - Sheriff Administration, Insurance & Bonding.....	13,678.
AA# A3113.103 - Sheriff - Special Initiatives, Overtime	9,310.
AA# A3113.412 - Sheriff - Special Initiatives	7,645.
AA# A3113.860 - Sheriff - Special Initiatives, Health Insurance	5,724.
AA# A3115.101 - Sheriff - Civil, Salaries	9,258.
AA# A3115.103 - Sheriff - Civil, Overtime.....	16,366.
AA# A3115.412 - Sheriff - Civil, Insurance & Bonding.....	5,188.
AA# A3117.830 - Sheriff - Court Attendants, Social Security	10,157.
AA# A3120.101 - Sheriff - Law Enforcement, Salaries.....	4,179.
AA# A3120.102 - Sheriff - Law Enforcement, Temporary Help.....	59,909.
AA# A3120.103 - Sheriff - Law Enforcement, Overtime	28,865.
AA# A3120.412 - Sheriff - Law Enforcement, Insurance & Bonding	103,522.
AA# A3120.830 - Sheriff - Law Enforcement, Social Security	23,066.
AA# A3150.101 - Sheriff - Jail Inmates, Salaries	7,651.
AA# A3150.412 - Sheriff - Jail Inmates, Insurance & Bonding	14,198.
AA# A3150.830 - Sheriff - Jail Inmates, Social Security	46,714.
AA# A3152.101 - Sheriff - Inmate Commissary, Salaries	13,407.
AA# A3152.860 - Sheriff - Inmate Commissary, Health Insurance.....	8,812.
AA# A4015.101 - Lead Screening Program, Salaries	6,674.
AA# A4018.101 - Environmental Health, Salaries	9,714.
AA# A4018.412 - Environmental Health, Insurance & Bonding.....	9,639.
AA# A4019.860 - Community Health Outreach Program, Health Insurance	7,431.
AA# A4021.102 - Community Wellness, Temporary Help	15,405.
AA# A4062.101 - Lead Poisoning Prevention, Salaries	19,075.
AA# A4062.860 - Lead Poisoning Prevention, Health Insurance	13,148.
AA# A4082.101 - WIC Program, Salaries	73,970.
AA# A4090.860 - Healthy Families Program, Health Insurance	4,223.
AA# A4310.101 - Mental Health Administration, Salaries.....	18,626.
AA# A4310.412 - Mental Health Administration, Insurance & Bonding.....	10,724.
AA# A5620.103 - Department of Aviation, Overtime	17,327.
AA# A5620.412 - Department of Aviation, Insurance & Bonding	45,016.
AA# A5620.860 - Department of Aviation, Health Insurance	4,252.
AA# A6010.101 - Social Services Administration, Salaries.....	35,204.
AA# A6010.102 - Social Services Administration, Temporary Help	9,816.
AA# A6010.103 - Social Services Administration, Overtime.....	7,258.
AA# A6010.412 - Social Services Administration, Insurance & Bonding	18,443.
AA# A6010.830 - Social Services Administration, Social Security	21,084.
AA# A6011.101 - Children & Adult Services, Salaries	47,972.
AA# A6011.102 - Children & Adult Services, Temporary Help	15,208.
AA# A6011.412 - Children & Adult Services, Insurance & Bonding	12,901.
AA# A6011.830 - Children & Adult Services, Social Security	22,454.
AA# A6012.101 - Temporary Assistance, Salaries	133,430.
AA# A6012.412 - Temporary Assistance, Insurance & Bonding	11,451.
AA# A6012.830 - Temporary Assistance, Social Security	28,130.
AA# A6013.101 - Medicaid Administration, Salaries.....	206,147.
AA# A6013.412 - Medicaid Administration, Insurance & Bonding.....	9,348.
AA# A6013.830 - Medicaid Administration, Social Security	25,612.
AA# A6014.101 - Welfare Employment Reform Programs, Salaries.....	86,497.
AA# A6014.830 - Welfare Employment Reform Programs, Social Security	9,726.
AA# A6019.101 - Food Stamp Job Search Program, Salaries	8,090.
AA# A6510.101 - Veterans Service Agency, Salaries	8,532.
AA# A6772.101 - Office for the Aging, Salaries	39,958.
AA# A6772.830 - Office for the Aging, Social Security	5,546.
AA# A6774.102 - Office for Continuing Care, Temporary Help.....	9,888.

"A" Fund Total: \$ 2,417,420.

FROM, continued:

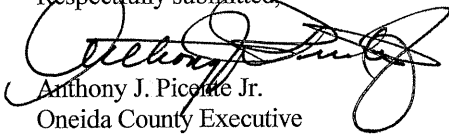
AA# D5010.101 - Highways & Bridges Administration, Salaries.....\$ 11,328.
AA# D5110.101 - Maintenance of Highways & Bridges, Salaries 90,953.
AA# D5110.830 - Maintenance of Highways & Bridges, Social Security..... 24,841.
"D" Fund Total: \$ 127,122.

AA# G8130.810 - W.P.C. - Sewage Treatment, Retirement.....\$ 6,676.
AA# G8130.840 - W.P.C. - Sewage Treatment, Workers Compensation..... 7,192.
AA# G8130.860 - W.P.C. - Sewage Treatment, Health Insurance 21,372.
"G" Fund Total: \$ 35,240.

AA# J6293.830 - Summer Youth Employment Program, Social Security \$
AA# J6298.830 -TANF-Summer Youth Program, Social Security 12,8
AA# J6300.810 - ... Workforce Development Administration, Retirement 2,82
"J" Fund Total: \$ 20,186.

AA# K8220.1 - Joint Activities Fund, Personal Services..... 16,903.
"K" Fund Total: \$ 16,903.

Respectfully submitted,


Anthony J. Picotte Jr.
Oneida County Executive

AJP:gpb
CC:County Attorney
Comptroller
Budget Director
Affected Department Heads



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

ONEIDA COUNTY OFFICE BUILDING
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FN 20 11 - 098

March 11, 2011

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

EDUCATION, YOUTH

WAYS & MEANS

Honorable Members:

I am forwarding for your action a three year contract between the MVCC Professional Association and the MVCC Board of Trustees. As a sponsor of the College, approval of the governing body of Oneida County is required for the contract to take effect.

I direct your attention to the attached letter from President Randall VanWagoner which summarizes the key points of the agreement.

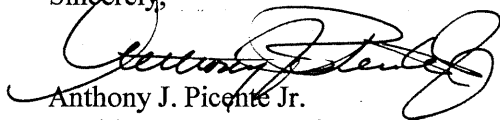
While there are concessions in various areas such as health benefits, there are wage increases and while the net increases of the agreement are reasonable, I cannot in good conscience support the wage increases being proposed.

I therefore send this contract to you without my recommendation.

The Association has asked that your Board schedule a joint meeting between Education and Youth and Ways and Means for the purpose of allowing the union the opportunity to state their case directly to the legislators.

Thank you for your attention to this matter. As always I remain available to discuss this further at your convenience.

Sincerely,



Anthony J. Picente Jr.
Oneida County Executive

Cc: President Randall J. VanWagner
MVCC Board of Trustees
John Talerico Personnel Director
Tom Keeler Budget Director

2013 MAR - 1 PM 8:59
RECEIVED
ONEIDA COUNTY LEGISLATURE



Mohawk Valley Community College

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

Office of the President
315-792-5333
fax 315-792-5678

March 4, 2011

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

Dear ~~Mr. Picente~~ ^{Tony}:

I am pleased to forward for your review a new three-year contract that the members of the MVCC Professional Association and the MVCC Board of Trustees have both ratified after 15 negotiating sessions. This collective bargaining agreement is well within the parameters set forth by the MVCC Board of Trustees and includes a number of concessions by the PA that greatly reduce the total impact of the salary increases. The agreement covers the period from September 1, 2010 through August 31, 2013 and includes an average net payroll increase of 1.51% average over the three years of the contract with across-the-board raises as follows:

2010-11 – 3.9% (1.96% net)
2011-12 – 2.25% (1.16% net)
2012-13 – 2.50% (1.42% net)

Since the agreement does not contain a salary schedule, there are no step movements that would increase costs beyond that. Salary increases are for one year at a time only, so there will be no Triborough requirement for additional increases if no successor agreement is in place by August 31, 2013.

The College will realize savings in key areas. Overload compensation will be frozen at \$57.93 per hour for the first year of the contract, and will save the College approximately \$90,651. The overload rate will increase by 2.25% in 2011-12 and 2.5% in 2012-13. However, the College has been more conscious of enforcing its contractual right to limit overload assignments to fulltime faculty, and has been utilizing an increasing number of adjunct faculty, resulting in a more reasonable cost per FTE overall.

This contract contains some important gains for both the College and the Association. It is truly a win-win agreement for both sides. Faculty salaries at MVCC rank in the middle to lower half within our peer group (a reasonable array of comparative community colleges), and in the lower third among all community colleges in the State. This agreement should move us into the middle range of our peer group. We believe this agreement and the modest salary increases will have a positive effect on our ability to recruit and retain highly qualified faculty.

The increase in base salaries, the freeze on overload rates, and the reduction of overload sections allowed to fulltime faculty will allow the College to create a more economical balance with the ratio of courses taught by adjunct faculty.

In addition to saving at least \$121,000 annually due to the agreed upon changes in healthcare benefits, the agreement includes significant changes in the process and compensation for the development of online courses. In addition to expanding capacity to offer more high-demand online courses and programs to be more competitive, the College will realize at least \$36,000 annually and gain substantial additional enrollments.

Other changes in the agreement related to compensation for additional duties include:

	2010-11	2011-12	2012-13
Advisement	Frozen at \$26.73 hr	2.25% (\$27.33 hr)	2.5% (\$28.01 hr)
Tutoring	Frozen at \$38.62 hr	2.25% (\$39.49 hr)	2.5% (\$40.47 hr)

The per diem rate calculation also changed from one-fifth of 1/42 to one-fifth of 1/40.

Longevity Pay levels - continue as they were in the previous contract with a few adjustments. Starting in year two of the Contract the existing \$600 annual stipend will increase to \$695 per year for 10, 20, and 30 years of service. A new stipend of \$695 per year will be added for 35 years of service.

Health Insurance – add domestic partner coverage to insurance benefits; change prescription co-pays from \$5 generic/\$10 name brand to \$0 generic/\$25 name brand (saving the College an estimated \$121,000 annually).

Retiree Part-Time Work – Add flexibility to pay rates for returning retirees in part-time professional positions.

Advocacy Activities – Add three days for PA advocacy activities on behalf of the College.

Promotion Compensation:

Instructor to Assistant Professor or Level 1 to Level 2	+\$500 to \$1,500
Assistant Professor to Associate Professor or Level 2 to Level 3	+\$1,000 to \$2,000
Associate Professor to Full Professor or Level 3 to Level 4	+1,500 to \$2,500

Estimated cost to College is approximately \$30,000 for the contract period 2010-2013, which will be partially offset by the freeze in minimums for 2010-11 and 2011-2012.

Issues deferred for further negotiations by committee – Options regarding work day flexibility and alternative health insurance plans.

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

If there are any questions about this agreement or about the changes it contains, please do not hesitate to call me or our Director of Human Resources, Kim Evans-Dame (792-5636).

Sincerely,

A handwritten signature in black ink that reads "Randall J. VanWagoner." The signature is written in a cursive style with a large initial 'R'.

Randall J. VanWagoner
President

Enclosures

cc: MVCC Board of Trustees
Gerald Fiorini, Chairman of the Board
David Wood, Majority Leader
Brian Miller, Assistant Majority Leader
Stephen Roefaro, Assistant Majority Leader; Chairman, Education & Youth
Patricia Hudak, Minority Leader
Mike Clancy, Assistant Minority Leader
Bill Goodman, Assistant Minority Leader
Rose Ann Convertino, Assistant Minority Leader
Les Porter, Chairman, Ways and Means
Alfred Candido, Chief of Staff
Anthony Carvelli, Commissioner of Finance
John Talerico, Commissioner of Personnel
Tom Keeler, Budget Director
Joseph Timpano, Comptroller
Mike Billard, Clerk of the Board

AGREEMENT,

made 1 September, 2010

by and between

THE COUNTY OF ONEIDA

and

THE BOARD OF TRUSTEES OF MOHAWK VALLEY COMMUNITY COLLEGE
(hereinafter collectively referred to as the "College" or "Employer",
individually referred to as the "County" or "Board")

and

THE MOHAWK VALLEY COMMUNITY COLLEGE PROFESSIONAL ASSOCIATION
(hereinafter referred to as the "Association").

ARTICLE 1 - Recognition

The Employer hereby recognizes the Association as the exclusive collective bargaining representative of those employees in a bargaining unit at Mohawk Valley Community College comprised of full-time teaching employees, including the Coordinator of Respiratory Care and the Coordinator of Health Information Technology/Medical Records, and full-time non-teaching employees whose titles are set forth below (now or hereafter appointed), and persons of comparable rank and/or title and excluding all other employees of the College for the purpose of negotiations regarding wages, hours, and other terms and conditions of employment, and the settlement of grievances. Such recognition shall remain in effect for the maximum period allowed by law.

ARTICLE 1 - Recognition cont'd

Admissions Counselor	Specialist/Student Services
Admissions and Academic	Counselor
Advisement Specialist	Evaluation Coordinator
Admissions and Counseling Specialist	Financial Aid Accountant
Adult Services Coordinator	Financial Aid Advisor
Assistant Coordinator of	Financial Aid Assistant
Child Care Services	Financial Analyst
Assistant Director of Admissions	Financial Systems Manager
Assistant Director of Financial Aid	Graphics Illustrator
Assistant Director of Facilities and Operations	Health Services Retention
Assistant Director of Residence Life	Specialist
Assistant Director of Student Activities	Housing and Activities
Assistant Director of the Student Service Center	Assistant
Assistant Network Coordinator	Information Services
Assistant Registrar	Specialist
Assistant to the Controller	Institutional Advancement
Assistant to the Director of Student Activities	Events Coordinator
Assistant to the Director of Athletics	Instructional Design
Assistant to the Registrar	Specialist
Bursar	Instructional Systems
College Nurse	Specialist
Coordinator of Child Care Services	Laboratory Assistant
Coordinator of Events and Facilities Use	Program Assistant
Coordinator of Expendable and Fixed Asset	Program Coordinator
Procurement	Program Specialist
Coordinator of Instructional Data and	Programmer
Scheduling	Programmer Analyst
Coordinator of Services for International	Programmer Trainee
Students	Senior Financial Aid Advisor
Coordinator of Services to Students with	Senior Financial Analyst
Disabilities	Senior Programmer
Coordinator of Tutoring Services	Software Specialist
Counselor	STEP Project Coordinator
CSTEP Project Coordinator	Student Services Counselor
Data Base Administrator	Student Services Retention
Design Coordinator	Specialist
Educational Applications Assistant	Student Services Specialist
Educational Application Specialist	Supervisor of Residence Hall
Educational Systems Assistant	Facilities
Educational Systems Specialist	Systems Analyst
Educational Technology Specialist	Systems Engineer
Enrollment Management	
Technical Assistant	Technical Assistant-Academic

Technical Assistant- Financial Aid
Technical Assistant/Retention Specialist
Technical Assistant – Theater
Training Specialist
Tutor/Advisor
Tutor/Mentor
Website Designer

ARTICLE 2 - Association And Employee Rights And Responsibilities

- 2.1 A. Association Membership. The Employer and the Association hereby agree that employees have the right to freely organize, join or support, or refrain from joining or supporting, the Association for the purpose of engaging in collective bargaining or negotiation and other lawful, concerted activities for mutual aid and protection. The Employer and the Association undertake and agree that they will not directly or indirectly deprive, coerce, or harass any employee in the enjoyment of any right conferred upon him/her by the provisions of Article 14 of the Civil Service Law; that they will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership, or lack thereof, in the Association or his/her participation, or lack thereof, in any lawful activity of this Association or in collective negotiations with the Employer or his/her institution of any grievance or complaint under this agreement.
- B. Access to Candidates. The College will timely provide all candidates who are interviewed for unit positions a letter from the Professional Association in the form annexed hereto as Appendix F.
- 2.2 Use of Facilities. The Association, or its representatives, shall be permitted to transact official Association business on College property conditioned upon the understanding that such usage not conflict with the normal college operations. The Association will make advance arrangements with the College pursuant to current procedures for room reservations as utilized by the faculty.
- 2.3 A. Dues Deductions. The Association, shall notify the Employer, in writing, as to the amount of its dues and any change thereof. Upon receipt of appropriate individual member written authorization, the Employer shall deduct the regular membership dues of the Association from the salary of each such member and remit said deductions promptly to the Association until otherwise notified in writing by the member.
- B. Agency Fee. The Association shall be entitled to the benefit of Agency Fee
- 2.4 Contract Distribution. Copies of this Agreement shall be printed by the Association and made available upon request to all members of the bargaining unit.

2.5 Meetings of the Parties. The College and Association shall each appoint up to three (3) representatives to a committee empowered to meet and discuss general matters arising from the operations of this contract. Meetings of the committee may be initiated by either party through written request to the other. The committee shall have no authority to discuss any matter that has been formally submitted as a grievance or in negotiations.

2.6 Tuition Waiver. The College agrees to follow State University procedures for tuition waivers for employees taking courses at state-operated colleges of the State University of New York. Prior to the forwarding of the tuition waiver application to the State University of New York such application(s) shall be subject to the review and recommendations of the Staff Development Committee. In furtherance hereof, at an employee's request the employee's schedule may be established by the College to accommodate the employee's professional obligation and pursuit of continuing education.

Employees shall be entitled to tuition waiver for state aidable courses taken at Mohawk Valley Community College of six (6) credit or equivalent hours per semester and a cumulative maximum of six (6) credit or equivalent hours during the summer sessions.

Dependents (as included on the employee's Federal Income Tax return) of employees shall be entitled to a tuition waiver for any state-aided courses offered by the College, after contribution of any grants-in-aid up to the cost of tuition. An individual serving in the same relationship as an employee's spouse shall be entitled to such tuition waiver whether or not that individual is included on the employee's Federal Income Tax return. All such Tuition Waivers during the summer sessions shall be limited to a cumulative maximum of six (6) credit or equivalent hours.

The employee or dependent shall be responsible for all costs in excess of the tuition.

2.7 Parking. The College shall provide adequate parking for bargaining unit members in areas designated by the College. The imposition of a nominal fee for registration of cars, to assist the College in proper policing of parking regulations, does not constitute a contract violation providing that said fee is not selectively applied among employees.

- 2.8 Equal Employment Opportunities. All applicants possessing the required qualifications shall receive equal opportunity for employment and upon employment shall be treated equally regardless of race, color, age, religion, sex, marital status, handicapping conditions, sexual orientation, national origin, or political affiliation in all matters including but not limited to recruitment, employment, upgrading, promotions, demotions, transfers, lay-offs, terminations, training, rates of pay and/or other forms of compensation. Additionally, the provisions of this agreement shall be applied equally to all qualified employees without discrimination as listed above.
- 2.9 NYSUT Benefit Trust. The College will provide all necessary mechanisms to permit employees who elect coverage under the New York State United Teachers Benefit Trust to pay for such coverage through payroll deductions.

ARTICLE 3 - Management Rights And Responsibilities And Association Responsibilities

- 3.1 Except as limited by the specific and express terms of this agreement, the College hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law including, but not limited to, the right to determine the purpose, mission, objectives, and policies of the College; to determine the facilities, methods, means, equipment, procedures, and personnel required to conduct the College programs; to administer the personnel system of the College, including, but not limited to, the recruitment, selection, appointment, evaluation, training, retention, reduction in force, promotion, assignment and discipline, suspension, demotion, and discharge of employees; to direct, supervise, schedule, and assign the work force; to establish standards and criteria for performance; to maintain the discipline and efficiency of the employees and the operation of the College, and to take whatever actions may be necessary or appropriate to carry out the mission of the College. All of the customary and usual rights, powers, functions, and authority possessed by management are vested in the College Administration and the College Administration shall continue to exclusively exercise such powers, duties, and responsibilities during the period of this agreement.
- 3.2 The Association will not cause, assist, instigate, encourage, threaten, condone, participate, or engage in any strike against the Employer, or impose an obligation upon any employee to do so. A strike includes any concerted stoppage of work or slow-down of any kind by an employee. The Association will exert its best efforts to prevent and terminate any strike in which employees whom it represents participate. Nothing herein shall be construed to limit the rights, remedies, or duties of the Employer to enforce provisions of law applicable in the event of a strike.
- 3.3 Curriculum. The parties recognize that curriculum determinations are reserved exclusively to the Board and/or as directed by the State University of New York or the State Education Department. Faculty recommendations in the area of curriculum shall be sought through the appropriate Centers and following procedures adopted by a college-wide committee of faculty.

ARTICLE 4 - Appointments And Promotions

- 4.1 Year of Service. For the purpose of this agreement, a year of service is service for an employment year as defined in 5.3. In the initial year of employment or upon recall from layoff any bargaining unit member whose employment begins no later than October 1 shall be credited a full year of service.
- 4.2 Continuing and Career Appointments. A continuing appointment is an appointment to a position of academic rank which shall not be affected by changes in such rank and shall continue unless terminated for just cause. A career appointment is an appointment to any unit position not having academic rank which shall continue unless terminated for just cause. Such career appointment survives movement to a higher gradation of the same title. For purposes of this agreement movement from Programmer Trainee (Grade 1) to Programmer (Grade 2) to Senior Programmer (Grade 3) to Programmer Analyst (Grade 4) to Database Administrator (Grade 5) or Systems Analyst (Grade 5), or movement from Financial Aid Assistant (Grade 1) to Technical Assistant-Financial Aid (Grade 1) to Financial Aid Advisor (Grade 2) to Senior Financial Aid Advisor (Grade 3), to Assistant Director of Financial Aid (Grade 5) or movement from Technical Assistant (Grade 1) to Technical Assistant-Academic (Grade 2), or movement from Financial Aid Accountant (Grade 2) to Assistant to the Controller (Grade 2) to Financial Analyst (Grade 5) to Senior Financial Analyst (Grade 5) shall be considered movement to a higher gradation of the same title. When a unit member who has earned a career appointment moves to another position where a career appointment is a possibility, consideration for career appointment is automatic after two (2) full years of service. The time may be extended by mutual agreement of the parties.
- A. Method of Appointment. All continuing and career appointments shall be made by the Board on the recommendation of the President.
- B. Consideration. Consideration for continuing or career appointment is automatic for all eligible probationary employees. All probationary employees may be considered for continuing or career appointment after one (1) full year of service in academic rank or unit title. Appointees shall be granted continuing or career appointment not later than the completion of a term of five (5) years of credited service in academic rank or unit title or their services must be terminated, except as provided in 4.3.C.
- C. Service Credit. The following shall be used in computing years of credited service:
1. Each consecutive appointment to academic rank or unit title;
 2. Periods of leave with salary during appointment periods;
 3. Periods of leave without salary at the discretion of the Board;
 4. Non-consecutive appointments to a maximum of three (3) years.
 5. Part-time employment while on unpaid leave per Article 11.12 to a

maximum of three (3) years.

- D. Administrative Assignment. Any eligible person given an appointment with academic rank concurrent with or subsequent to administrative assignment shall acquire a continuing appointment in the same manner as otherwise herein provided, but such continuing appointment shall apply only to the position of academic rank.
- E. Retention of Continuing or Career Appointment. An appointment to a college administrative position shall be without loss of continuing or career appointment status in the position of academic rank or unit title held prior to the administrative appointment. An employee with a continuing or career appointment who moves to a new title and thereafter returns to the same or a similar position shall return with continuing or career appointment.
- F. Procedures. Not later than November 1 of the fifth year of credited services the appropriate College Administrator shall submit a written recommendation with justification as to the candidate to the appropriate Vice President or Dean. For the purposes of continuing and career appointment: If at the time of consideration for continuing and career appointment, unit members are assigned obligations in two or more Centers as part of their professional duties, recommendations for continuing and career appointment from all Deans will be used.
- G. Notice. Written notice that a continuing or career appointment is, or is not, to be granted shall be given not later than five (5) business days following the regular February Board meeting or March meeting in the event there is no February Board Meeting, preceding the completion of five (5) years of credited service.

4.3 Probationary Appointment. A probationary appointment is a full-time appointment prior to the granting or denial of continuing or career appointment.

- A. Duration. Probationary appointments shall be for a period not to exceed five (5) years of credited service.
- B. Method of Appointment. All initial probationary appointments shall be made by the Board following recommendation of the President.
- C. Renewal and/or Termination.
 - 1. Probationary appointments may be renewed but the accumulated time shall not exceed five (5) years of credited service unless by mutual agreement of the parties.
 - 2. An appointee with from one (1) to four (4) years of service credit whose probationary appointment is, or is not, to be renewed shall be notified in writing not later than the first business day of June preceding the

expiration date of the current appointment.

3. The appointee, if to be renewed, shall signify, in writing, his/her intention to accept or reject appointment not later than two weeks following notice of appointment. Said notice shall be by first class mail sent to the appointee's mailing address on file with the College, it being the sole responsibility of the employee to keep the College informed of his/her current mailing address. In the event that the appointee fails to respond to the notice of appointment within the two week period, the College shall send a second notice to the appointee by registered or certified mail -- return receipt requested. Absent good cause shown, an appointee's failure to submit his/her written statement of intention within two weeks following the College's mailing of the second notice of appointment shall be deemed rejection of such appointment.
4. The termination of a probationary employee in the third (3rd) and subsequent years of credited service at the College is reviewable at the arbitration step of the grievance procedure limited solely to questions of compliance with the notice and evaluation provisions of this Agreement, including having been informed of any deficiencies in writing and receiving a reasonable opportunity to remedy the same.

4.4 Credit for Term Appointment. An employee employed on a term appointment and thereafter employed as a probationary employee in the same or similar position shall be given a maximum of three (3) years credit against the required probationary period and, if the service is not continuous or immediately preceding the probationary appointment, it must have been rendered within five (5) years preceding the probationary appointment.

4.5 Term Appointment. A term appointment is a full-time appointment to a unit position for a limited term of one (1) calendar year or less, for which continuing or career appointments are not available.

A. Examples: The following are types of positions for which term appointments may be made:

1. Administrative positions;
2. Special purpose assignment;
3. Position not expected to be continuing;
4. Replacement for personnel on leave;
5. Interim arrangement.

B. Academic Status. Persons holding term appointment may be granted academic rank consistent with their role and qualifications.

C. Expiration. A term appointment expires at the end of the stated term.

4.6 Promotion. Authority to grant promotions rests with the Board in its sole and absolute discretion following recommendations of the President.

A. Basis for Promotion. Promotion is based on merit.

1. Employees with Academic Rank. To be eligible to apply for promotion to the rank of Assistant Professor, an employee hired on or before August 1, 2007 with academic rank must have completed two (2) years in rank at Mohawk Valley Community College. An employee with academic rank hired after August 1, 2007 must have completed three (3) years in rank to be eligible to apply for promotion to the rank of Assistant Professor. To be eligible to apply for each subsequent promotion, an employee with academic rank must complete three (3) years in rank.
2. Employees without Academic Rank. To be eligible to apply for promotion from Level I to Level II, an employee in one of the titles without academic rank (Appendix D) must have completed three (3) full years of service in that title at Mohawk Valley Community College. To be eligible to apply for promotion from Level II to Level III, an employee in one of the titles without academic rank (Appendix D) must have completed three (3) full years of service in that title since promotion to Level II. To be eligible to apply for promotion from Level III to Level IV, an employee in one of the titles without academic rank (Appendix D) must have completed three (3) full years of service in that title since promotion to Level III. An employee without Academic Rank who changes title shall retain his/her promotional level (i.e., Level I, II, III, or IV) for purposes of 4.6 (future promotional increases), 10.7 (retirement benefits) and 11.7 (accrual of vacation credits).

An employee without Academic Rank who changes title must normally complete three (3) full years of service in the new title before being eligible to apply for promotion to the next level. When the duties of the new title are not substantially different from the duties the employee performed in the old title, the College may waive this requirement.

3. Eligibility for Promotion. Eligibility shall be determined as of the date on which applications for promotion are due.
 4. Criteria. Criteria for promotion are determined by the College in the same manner for all employees.
- B. Consideration for Promotion. Consideration of an employee for promotion may be initiated by the Administration or by written request of the employee to the appropriate Administrative Supervisor.
- C. Recommendation for Promotion. The President, together with his/her

recommendation, will also forward to the Board of Trustees the point total from the Promotions Committee for all candidates who meet or exceed the established minimum total for that rank.

- D. Denial of Promotion. The Employer will provide unsuccessful candidates for promotion a written summary of relevant deficiencies.
- E. Notification. Notification of the granting or denial of promotion shall be given within five (5) working days following the regular May meeting of the Board of Trustees.
- F. Effective Date. Promotions may be conferred at any time in accordance with the directives of the Board. Normally, promotions will become effective at the beginning of the academic year following that in which they are granted.
- G. Employees will receive upon promotion to each rank or level increases in base salary as indicated.

Instructor to Assistant Professor or Level I to Level II	\$1500
Assistant Professor to Associate Professor or Level II to Level III	\$2000
Associate Professor to Full Professor or Level III to Level IV	\$2500

- H. For the purposes of promotion: If at the time of application for promotion, unit members are assigned obligations in two or more Centers as part of their professional duties, recommendations for promotion from all Deans will be used.

4.7 Grant-Funded or Program-Funded Appointment. A grant-funded or program-funded appointment is a full-time appointment to a unit position supported by grant, program, contract, or other third-party funds.

- A. Duration. The appointment expires at the end of the stated period or whenever funding shall cease, whichever comes sooner.
- B. Renewal. A grant-funded or program-funded appointment may be renewed at the sole discretion of the College.
- C. Continuing Career, Probationary or Term Appointment. A unit member employed on a grant-funded or program-funded appointment is not eligible for continuing, career, probationary or term appointment.
- D. Academic Status. Persons holding grant-funded or program-funded appointments may be granted academic rank consistent with their role and qualifications.
- E. Credit for Grant-Funded or Program-Funded Employment. An employee employed on a grant-funded or program-funded position and thereafter employed as a probationary employee in the same or similar position shall be given a maximum of three (3) years credit against the required probationary period and, if

the service is not continuous or immediately preceding the probationary appointment, it must have been rendered within five (5) years preceding the probationary appointment.

ARTICLE 5 - Professional Assignment

5.1 Wherever used in this Article the term:

- A. Teaching faculty shall mean those bargaining unit employees who normally teach as a major part of their professional obligation.
- B. Non-teaching faculty shall mean those bargaining unit employees who normally do not teach.
- C. Class period shall mean a 50-minute period in which a group teaching method is employed, including recitations, lectures, discussions, demonstrations or combinations of these. Where class sessions are for two or more consecutive periods, a break equal to ten minutes for each sixty minutes will be scheduled by the faculty member.
- D. A practicum period shall mean a 50-minute period devoted to the direction and guidance of student application or development of principles, concepts, and skills in a particular physical environment. The practicum period includes laboratory, clinical laboratory, studio periods, drafting work, field trips, and internships. Where multiple consecutive practicum periods are scheduled, breaks equal to ten minutes for each sixty minutes of the practicum session will be scheduled by the faculty member.
- E. Contact hour shall mean a class period or a practicum period.
- F. Teaching credit hour shall mean a class period or 2.0 practicum periods.
- G. Course shall mean a program of instruction recorded with the Registrar and designated by a single catalog number.
- H. Service, as used herein, shall mean the availability of the employee to properly perform the duties and responsibilities of his/her professional obligation.

5.2 Designation of contact hours as class periods or practicum periods for any new course or changes in such designation shall follow procedures established by the College Administration

5.3 Employment Year.

- A. For a fiscal-year employee an employment year shall begin on the first day of the fiscal year of the College (September 1) and end on the last day of the fiscal year (August 31).
- B. For an academic-year employee an employment year shall begin one (1) week

before the start of instruction in the day classes of the fall semester and end eight (8) days before the start of instruction in the day classes of the subsequent fall semester.

- 5.4
- A. Changes in Work-Year Obligations. When employment-year obligations are changed, affected employees shall be notified of the change not later than three (3) months preceding the date for which the change is to be effective. In such instances the impact on all terms and conditions of employment will be negotiated with the Association.
 - B. Flex Time. Upon prior written mutual agreement between an employee and the employee's immediate supervisor, and approved by the President or the President's designee, the employee's normal work schedule may be altered for a period of time up to, but not exceeding, one year. Such work schedule may fall outside provisions of Articles 5.5 or 6.4. The College shall provide the Association with a copy of the agreement. The agreement may be renewed by mutual agreement of the employee and the immediate supervisor for up to one additional year.

5.5 Work Day.

- A. The work day, except for teaching faculty in Nursing and Allied Health, shall be between 8:00 a.m. and 10:00 p.m. The work day for teaching faculty in Nursing and Allied Health shall be between 7:00 a.m. and 11:00 p.m. Except in the instance of intramural and coaching activities a teaching faculty member will be scheduled within an eleven (11) hour span, inclusive of meal periods.
- B. During the term of this agreement a committee will be formed to discuss the hours and extent of the workday. This committee shall consist of three members appointed by the President of the Association, and three members appointed by the College President.

5.6 Teaching Load; Full-time Teaching Faculty.

- A. The teaching load for the fall and spring semesters commencing the 1989-90 academic year shall be not more than thirty (30) teaching credit hours or thirty-six (36) contact hours. For those faculty achieving teaching load on the credit hour basis, the College may assign one (1) additional contact hour per academic year and pay the affected teaching faculty member for such additional hour(s) at the overload rate set forth in Appendix A (paragraph 9.3) annexed. For those faculty achieving teaching load on the contact hour basis, the College may assign up to three (3) additional contact hours in the academic year and pay the affected teaching faculty member for such additional hour(s) at the overload rate set forth in Appendix A (Paragraph 9.3) annexed. Teaching faculty members may elect to teach twelve (12) teaching credit hours/fifteen (15) contact hours per semester provided written notice of such election is given by the electing teaching faculty

member to his/her Dean by May 1 preceding the year in which reduced load is taken.

A faculty member may elect either [1] the spring semester or [2] the fall and spring semesters.

1. Where an election is for reduced load assignment for the academic year, the Association will grant a waiver covering annualization of load if timely requested and if assignment other than annualized would result in the employee being underloaded in one semester and reasonable alternative scheduling is not available.

2. Any compensation for hours beyond reduced load will be pro-rata based upon the load reduction.

3. The base salary of a faculty member electing to teach a reduced load shall be reduced as follows:

Academic Year	2 Semesters	1 Semester
2010-2011	\$8,691	\$4,346
2011-2012	\$8,887	\$4,444
2012-2013	(per Section 9.2.A.4)	(per Section 9.2.A.4)

The foregoing sums were calculated by applying to the prior year's sums a percentage equal to the base unit salary increase for each year.

B. Bargaining unit members who are assigned coaching duties will receive contact hour credit according to past practice. Each teaching credit hour is equivalent to 5/6 of a contact hour.

C. An optional overload (voluntary on the part of the teaching faculty) shall be permitted beyond the limitations set forth in paragraphs 5.5, 5.6A, and 5.7A hereof. Teaching faculty accepting such voluntary overload shall be compensated therefor at the overload rate set forth in Appendix A, paragraph 9.3 annexed. Credit courses and non-credit courses generating FTE credit, whenever offered, shall be subject to overload compensation. Compensation for other non-credit courses shall be based upon mutual written agreement between the Instructor and the College. Compensation shall be paid at the time of such overload instruction; however, adjustments in the faculty member's schedule assignment in subsequent semesters may be required to justify overload compensation. In the event that schedule assignment adjustments cannot be made to justify such overload compensation, the faculty member shall be required to reimburse the College for over-compensation to the extent that the foregoing annual maximums are not exceeded. Except as provided for in Article 5.6D, the College has no obligation to assign such available courses to individual teaching faculty volunteering therefor. Faculty members electing to teach a reduced load may not teach overload assignments.

- D. Overload Compensation. Bargaining unit members will have priority for two (2) overload sections per session and the same will be made available to qualified non-teaching faculty members on an equal basis with qualified teaching faculty members. The College shall make assignment to such sections. This priority does not apply to a non-teaching bargaining unit member for any session during which that non-teaching bargaining unit member is on a reduced workload. Nor does this priority apply to any bargaining unit member on leave as further specified in 11.13.
1. Such priority will be commensurate with the practice whereby non-unit Administrators will continue to be assigned such sections.
 2. Non-teaching faculty will be eligible to teach courses for overload compensation. Credit courses and non-credit courses generating FTE credit, whenever offered, shall be subject to overload compensation. Compensation for other non-credit courses shall be based upon written mutual agreement between the Instructor and the Administration.
 3. Non-teaching faculty overload assignments shall not be made during the regular work day unless mutually satisfactory arrangements are made to permit the individual to meet his/her regular obligations.
 4. Concurrent with or subsequent to the distribution of semester teaching assignments each Center will make available to all interested bargaining unit members a list of all sections then known to be offered that semester or summer session which have not been assigned on load. This list will be supplemented as additional sections become available through the day preceding open registration and shall include section times, contact hours, and locations. Notice of such additional sections shall also be given via the "allusers" email distribution list. Bargaining unit members will have up to one week but no later than the first day of open registration to request overload from this list. For sections created on or after the first day of open registration, it is incumbent upon unit members to give advance written notice of interest to the appropriate Deans in order to be considered for such openings. The procedures to be followed in requesting overload assignments shall be as contained in Appendix E.
 5. Priority for a bargaining unit member is met when a member who has requested one section is assigned and teaches one section or when a member who has requested two sections is assigned and teaches two sections. The teaching of one overload assignment by a bargaining unit member shall take priority over teaching by a classified employee, a part-time employee, a second assignment for a bargaining unit member, or one assignment for a non-unit administrator. The teaching of two overload assignments by a bargaining unit member shall take priority over teaching by a classified employee or a part-time employee and over a second

assignment to a non-unit administrator.

6. The exercise of priority rights as above by a bargaining unit member in no way obliges the College to assign more than a total of twelve (12) contact hours of overload per academic year excluding intersession and summer terms to each qualified bargaining unit member.
 7. Upon prior mutual written agreement between the unit member and the appropriate College Administrator, teaching in the intersession or the summer session(s) may be considered as load. Intersession or summer session(s) on load shall not result in reduced load as provided in Section 5.6A of this Article. In the event a unit member is no longer affiliated with the College, any unused intersession or summer teaching considered as load will be compensated at the overload rate in effect at the time the teaching was performed.
- E. Duties of and compensation or release time for the coordinating of Center or administrative functions shall be based upon mutual agreement between the employee and the Administration. Such agreement shall be in writing and shall specify the period of the agreement. Such agreement shall be automatically renewed for the same length of time as the original agreement unless either party terminates the agreement in writing at least 30 days prior to its expiration. These activities may include, but shall not be limited to, course development, coordination of team teaching, and committee assignments.
- F. Team Teaching. When a course is team taught, teaching load shall be pro-rated among the assigned teaching faculty.

- 5.7 A. Except as provided in section 5.12 hereof, preparations shall not exceed three (3) per semester. A waiver will be issued if additional preparations are necessary to constitute a full teaching load. While the College retains the right to assign three (3) course preparations, reasonable effort shall be made to assign fewer.

Physical Education faculty shall not be assigned in excess of three (3) course preparations per each seven-and-one-half (7-1/2) week session.

- B. Teaching assignments for any given semester listing the courses to be taught shall be distributed to teaching faculty members no later than five (5) weeks prior to the beginning of the semester in which they become effective. Any adjustments in teaching assignments subsequent to this five (5) week notification shall be made and conveyed, in writing, to the teaching faculty member as soon as practical. Adjustments in teaching assignments to accommodate adjunct or overload employment shall require the written consent of the affected teaching faculty member.

- 5.8 A. Teaching faculty shall schedule, post conspicuously and be available to their students for at least five (5) office hours per week distributed over the days of the week when classes are in session to provide instructional or other assistance. Faculty teaching web based courses may schedule one virtual office hour per web based course up to a maximum of two of the five office hours per week. Virtual office hours will be posted in the same way as other office hours, and faculty will be available on line at those times to provide instructional or other assistance.
- B. By mutual agreement of supervisor and faculty member, office hours may be flexed to accommodate student needs during peak academic times. Such agreement or lack thereof shall not be subject to evaluation.
- 5.9 The teaching load of teaching faculty who may be on leave or who will be appointed for a period of less than two semesters shall be prorated.
- 5.10 The size of a section scheduled for a class, or practicum period for a particular course shall be determined by the Administration.
- A. The expected size for a section scheduled for a class period shall be thirty-five (35) students.
- B. The Administration will make every effort to form a new section when any given class size exceeds forty (40) students as of the Census Date.
- C. The size of a practicum section will reflect health and safety considerations, and availability of space and equipment.
- D. Nothing herein shall prevent the College from providing for large lecture classes or adjusting class or practicum sessions.
- 5.11 Nothing herein shall prevent the parties from waiving any of the provisions of this article where such action is determined by the parties to be in the best interests of an employee, or the College. Said waiver must be in writing and mutually agreed upon by the parties.
- 5.12 The provisions of paragraphs 5.7 and 5.10 of this article shall be subject to the availability of funds and space.
- 5.13 When class sessions of courses taught at correctional facilities require time in addition to that specified in paragraph 5.1 of this Article, that time shall be used for tutoring and be compensated, therefore, at the tutoring rate set forth in Appendix A, paragraph 9.8. Such tutoring time shall not be counted toward teaching load as determined by Article 5.6.
- 5.14 Instructional Technologies
- A. Instructional Technologies

1. The parties shall establish a joint committee to negotiate the impact on all terms and conditions of employment resulting from the adoption of, implementation of, or changes in instructional technology. The committee shall meet upon the request of either party.
2. Instructional Technology shall not be used for the purpose of reducing the number of, consolidating, or eliminating bargaining unit positions.

B. Interactive Television

1. Definition. Interactive television exists when an instructor provides instruction by way of live interactive television from one site to another site or to a number of sites at the same time. Any of the sites may be the one at which the instructor is present.
2. Basis of Participation. Participation in interactive television instruction shall be voluntary.
3. Training and Preparation
 - a. A bargaining unit member who volunteers for interactive television instruction shall be offered training in the use of necessary technology prior to the start of the initial assignment. The College shall determine the type of training and shall make the training available prior to the start of the initial assignment.
 - b. Additional training shall be offered where feasible as determined by the College at the request of the bargaining unit member.
 - c. The College shall compensate each bargaining unit member an additional credit/contact hour toward teaching load or overload compensation during the first semester the bargaining unit member volunteers for and is assigned to interactive television instruction. The College may grant an additional hour of such compensation during the first semester the bargaining unit member uses interactive television instruction after major changes in technology.
4. Class Size. Initial credit for any interactive television instruction, regardless of the number of sites, shall be one section on load or overload. Once the combined enrollment at all sites exceeds 35, the bargaining unit member shall receive additional compensation as follows:

<u>Total Enrollment</u>	<u>Compensation</u>
36-42	0.20 X overload rate
43-49	0.40 X overload rate
50-56	0.60 X overload rate

57-63
64-68

0.80 X overload rate
0.95 X overload rate

Before the number of students in a section of interactive television instruction exceeds 68, the parties shall reach agreement on compensation for the additional students.

5. Support Services. Bargaining unit members who agree to a College request to provide proctoring or other two-way interactive television services in addition to other job duties or outside the work day as specified in Article 6.4 shall be compensated at the advisement rate.
6. Location of Instructor. The College may assign the instructor of a two-way interactive television section to provide instruction from each of the sites. The bargaining unit member so assigned shall be reimbursed per Article 6.5.
7. Conduct of Session. Recordings of such class sessions may not be used for evaluation without the written permission of the bargaining unit member. Any observation of such sections shall be made following the same procedures used for observation of classes taught by other methods.

C. Web-Based Courses

1. Definition. A web-based course is a course approved by the College for online instruction -A hybrid course eligible for a compensation (Section 5.14.C.5) is a course approved by the College for online instruction of which at least twenty percent (20%) is delivered online. If a web-based course consists of an off-the-shelf, pre-authored, or an uploadable cassette/cd/dvd from a book publisher or any other multi-media vendor, it is defined as a prefabricated web-based course. Such a prefabricated course may be used as a web-based course by a bargaining unit member but it is neither subject to ownership nor compensation as described herein.

2. Basis of Participation. Participation in web-based courses shall be voluntary for all bargaining unit members unless a bargaining unit member is otherwise informed in the appointment letter.
3. Technical Support. The College is committed to providing the best training and technical support possible to instructors of web-based courses both during the developmental period and when the course is offered. Faculty and staff who intend to create online courses must be trained in the technology, special skills and methods necessary for online instruction including retraining to

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

4. Class Size. Beginning with the ratification of this agreement, all web-based courses will have a cap of 25. Upon mutual written agreement with the bargaining unit member, the cap may be raised above 25, but not to exceed 40.
5. Compensation. Once the terms of the contract between the unit member and the College are fulfilled, the College shall compensate each bargaining unit member who develops an approved web-based course as follows for original course development.

First three credit-hour course developed \$1,100

Second or subsequent three credit-hour course developed \$850

Compensation for developing courses with fewer or more than three credit-hours will be prorated proportionately based upon credit hours. Development monies will be paid in two equal installments, the first half-way through development and the second when the terms of the contract are met.

A bargaining unit member who is approved to modify a course developed by someone else will be compensated \$250 per three credit hour course with proration as above. This amount may be increased at the discretion of the College.

The College shall provide additional compensation to each bargaining unit member who teaches a web-based course as follows:

First three credit-hour course taught

First semester \$1,000

Second semester \$400

Second or subsequent three credit-hour course taught

First semester \$850

Compensation for teaching courses with fewer or more than three credit hours will be prorated proportionately based upon credit hours.

Compensation for developing or teaching part of a course (e.g. the lecture part of a lecture and lab course) will be based on the number of credit hours assigned by the College to the part of the course developed or taught.

6. Ownership and Assignment. Except as provided in this section, a bargaining unit member who develops a web-based course in conjunction with the unit member's job or teaching assignment, with any extended time or released time, or as a project authorized or directed by the College, shall own that course. For the purpose of determining authorship, the development of a web-based course shall not be construed as work for hire. No part of the course may be used, altered, or modified by the College without the written permission of the unit member. An entire web-based course developed with the support of the College may not be used in competition with the College without the written permission of the College during the bargaining unit member's employment with the College.

Bargaining unit members who create an original web-based course will maintain ownership and priority to teach one section of the course per semester by seniority. Developers and redevelopers of courses shall be given seniority in chronological order. Once priority has been met for all developers and redevelopers of a given course, assignment begins again with the most senior creator until all sections are assigned.

In every case that an agreement to share is requested by the College, the creator will be given first option to share the course with a colleague without compensation.

In the event that the creator of a web-based course chooses not to teach the course or is at maximum load and overload, the creator may be given the option of allowing usage of the course by the College for teaching by other instructors. During the usage period, the creator will maintain seniority rights to teach the course.

The compensation for usage shall be as follows:

\$300 per credit hour for 1 year's usage

\$400 per credit hour for 2 years' usage

\$500 per credit hour for 3 years' usage

In the event a bargaining unit member allows usage of a course, it will be offered to qualified bargaining unit members to teach before non-bargaining unit members.

Voluntary sharing or allowing usage of courses will not be subject to evaluation.

Redevelopment of courses created by bargaining unit members will be

limited to other bargaining unit members.

The parties acknowledge that as a general rule qualified bargaining unit members shall have first rights to develop web-based courses offered at the College. The Association recognizes that there may be exceptions to this rule based on unique qualifications of a non-bargaining unit member. The College will notify the Association during any semester in which a non-bargaining unit member has developed a course.

Upon a bargaining unit member's separation from the College, the College will obtain joint ownership of any course for which it pays \$400 per credit hour. This shall be voluntary for all courses created prior to the ratification of this agreement.

7. Administrative Observation.
 1. For the Purpose of Formal Evaluation. Observation of web-based courses for the purpose of formal evaluation shall follow the same procedures used for observation of classes taught by other methods.
 2. For Other Purposes. The College may observe web-based courses for other purposes, including but not limited to compensation pursuant to Section 5.14.C.5 and adherence to third-party requirements. In such instances, the College will notify the instructor in advance in writing (which includes e-mail) of the section to be observed, when the observation will begin and when the observation will end. The College may visit web-based courses for the purpose of response to technical problems without prior written notification.

5.15 Dual-Credit Courses

- A. Definition. Dual-credit courses are courses taught in high schools which carry both high school and Mohawk Valley Community College credit.
- B. Dual-credit courses shall not be used for the purpose of reducing the number of, consolidating or eliminating bargaining unit positions.
- C. Assignment.
 1. The College may request the services of a bargaining unit member to teach a dual-credit course on load. The bargaining unit member shall have the right to refuse the request.

2. Dual-credit courses shall not be available for overload assignment except at the option of the College.

D. During the term of the agreement the parties shall establish a Joint Committee(s) to study and make recommendations about dual credit courses and instructional technology (Sections 5.14.A.2 and 5.14.C.4). Such recommendations, if mutually acceptable to the parties to this agreement, may be implemented at any time.

5.16 Combined sections

The following shall be the method to determine the compensation for combined sections in CNC Machinist Technology, Machinist Technology, Carpentry and Masonry, Welding, and Airframe and Powerplant courses. Such shall also be the method used for any future courses in the Engineering Technologies and Trades-by mutual agreement. Those sections taught simultaneously during the same session by a single bargaining unit member and which require 120 academic hours of instruction and which have a combined enrollment of 24 or fewer students on the census date shall be credited a total of 8 contact hours toward load or overload for the combined sections. If the combined enrollment of such sections exceeds 24 students, the bargaining unit member will receive additional compensation according to the following table.

<u>Number of Students on the Census Date</u>	<u>Contact Hours</u>
25-30	3
31-36	6

The number of preparations may not exceed three at any time except for overload unless the parties mutually agree to allow more than three following procedures used to implement Section 5.11 of the collective bargaining agreement.

ARTICLE 6 - Professional Obligation

6.1 The professional obligation of a fiscal-year employee shall begin on the first day of the fiscal year of the College or on the effective date of appointment, whichever is later, and continue to the last day of the fiscal year. Except as provided in 6.3, the professional obligation of an academic year employee shall begin one (1) week prior to the first day of instruction in the day classes of the fall semester or the effective date of appointment, whichever is later, on which day he/she shall report for service, unless otherwise directed by the College, and continue until one week beyond May Commencement.

6.2 Employees will be available at such times scheduled or required to satisfactorily complete their professional obligation. Such availability will normally be on campus

except by arrangement with the appropriate College Administrator. The professional obligations and duties will include, but not be limited to, attending all meetings scheduled by the appropriate College Administrative Officer or College Administrator; all meetings of committees to which they have been appointed or elected; providing academic advisement; instructional advisement; attending all meetings called by the President; and attending either the December or May Commencement at the option of the College.

- 6.3 A Non-teaching faculty will be provided with a job description for their position. Excepting Librarians and such other classifications of employees as have heretofore been otherwise scheduled, the normal schedule for non-teaching faculty shall be on-campus availability Monday through Friday for seven hours each day, exclusive of meal periods, unless on vacation (fiscal-year obligation only) as approved by the appropriate College Administrator. The normal schedule for Librarians and such other classifications, as herein above mentioned, shall be on-campus availability five (5) days per week, seven (7) hours each day, exclusive of meal periods, unless on vacation (fiscal- year obligation only) as approved by the appropriate College Administrator.

Counselors shall be assignable between 8:00 a.m. and 10:00 p.m. for seven (7) consecutive hours each day, exclusive of meal periods, Monday through Friday.

- B. During the term of this agreement a committee will be formed to discuss the hours and extent of the workday. This committee shall consist of three members appointed by the President of the Association, and three members appointed by the College President.

- 6.4 A Unit members may be assigned to fulfill their professional obligation at the Utica campus, the Rome campus, or off-campus sites. Effective January 14, 2003, those unit members who have professional obligations (excluding overload) at more than one site on the same day and who use their own motor vehicles for transportation shall be reimbursed at the federal mileage rate for travel between work sites. For purposes of this Agreement, travel one way between the Utica and Rome campuses is 20 miles.

B. Effective January 14, 2003, those unit members assigned to fulfill their professional obligation (excluding overload) at an off-campus site located 10 miles in excess of the distance normally traveled by the unit member to the on-campus site to which the unit member is primarily assigned as determined by the College and who use their own vehicles for transportation will be reimbursed at the federal mileage rate for travel for the excess distance. For the purposes of this Agreement these distances will be determined by a mutually agreed upon online driving distance calculation web-site.

C. Assignments to the off-campus sites located at prisons or correctional facilities shall be subject to the following conditions:

1. Employees hired beginning with the 1989-90 year may be assigned to off-campus sites located at prisons and/or correctional facilities. Assignment

to off-campus sites located at prisons and/or correctional facilities is voluntary for all employees hired before the 1989-90 year.

2. Participants in the program will be provided a full orientation.

6.5 Collegial and Public Service Activity.

- A. Before a bargaining unit member agrees to involvement in a collegial or public service activity, the unit member and the appropriate College administrator may discuss adjustments in the unit member's work schedule to accommodate time spent beyond the normal work schedule per 6.4.
- B. Failure to accept involvement in a specific collegial or public service activity shall not be used in a bargaining unit member's evaluation nor shall it become part of a promotion recommendation.
- C. The College retains all rights to consider and comment on collegial and public service involvement as provided in 7.1.A and 4.6.A.4.

6.6 Advisement. During the term of the agreement the parties shall establish a Joint Committee to study and make recommendations regarding the scheduling of and compensation for advisement. Such recommendations, if mutually acceptable to the parties to this agreement, may be implemented at any time.

ARTICLE 7 - Evaluation and Employee Records

7.1 Evaluation

- A. At least once each year, the professional activities of each employee who holds a probationary, term, or grant-funded appointment shall be formally evaluated, in writing. Employees holding continuing or career appointment will be evaluated at intervals determined by the College, but at least once every five years. Employees on leave will be evaluated at the option of the College. Such evaluation (recognizing that variations occur among disciplines) will be in accord with the standards and procedures adopted by the College. Such formal evaluation of employees shall be made through consideration of, though not limited to, the following factors: teaching and/or professional performance, collegiality, professional growth, and public service. The evaluator shall discuss the formal evaluation with the employee who shall be given the opportunity to inspect and duplicate each evaluation. At the conference, to be held no later than the last day of the professional obligation for academic year employees, the employee shall have the right to bring any material he/she feels is pertinent to the proper consideration of the nature and scope of the formal evaluation prior to its submission to the appropriate College Administrative officer. The employee has the right to supplement the evaluation, and any such material shall become a permanent part of the employee's personnel file. At such conference, the employee's total academic and professional program that year and cumulatively to date shall be reviewed.
- B. Areas that are not suitable for evaluative comment include but are not limited to:
1. Carrying a reduced load at the employee's option.
 2. All or part of an unauthorized audiotape or videotape of a class or practicum made by a student.
 3. Non-participation in a specific activity set forth herein as voluntary.

The College retains all rights to consider and evaluate the level of participation in activities as provided in Article 4 and Section 7.1.A.

7.2 Employee Records. The College shall maintain one official Personnel File for each employee. This file should be located in the Personnel Office and shall contain, among other things, the following items:

- A. Copies of all formal evaluations of the employee made pursuant to this Article.
- B. Information relating to the employee's academic and professional accomplishments submitted by the employee to be placed in the file at his/her request.

- C. Any other materials which become pertinent to an employee's evaluation for any purpose. The Personnel File shall be available for review by the employee's representative, under written authorization by the employee, during normal office hours. Copies of materials shall be made by the College and furnished to the employee upon his/her request and at his/her expense.
- D. An employee will be notified at the time of inclusion of any material in his/her Official Personnel File and will be provided a copy thereof.
- E. Failure of any unit employee to give at least thirty (30) calendar days notice of termination of his/her employment, except for reasons of health or serious hardship, may, at the option of the College, be noted in the employee's personnel file including for the purpose of subsequent recommendations.

7.3 Discipline. The parties affirm the concept of progressive discipline including oral warning, written warning, written reprimand, suspension, and termination.

- A. Notice of Charge. The initiation of a disciplinary charge against an employee shall be in writing subscribed or endorsed by the appropriate administrator as determined by the President of the College; shall contain a reasonably detailed description of the charges being brought against the employee; the penalty sought and shall inform the employee of his/her right of Professional Association representation.
- B. Right to Meet. The employee may, within seven (7) working days of the notification of the charge, call for a meeting with a representative(s) of the College, as determined by the College, for the purpose of providing clarification and specifics of the charge and the opportunity to dispose of the charge without further processing. This meeting shall be held within seven (7) working days of the employee's request.
- C. Right to Respond. Within seven (7) working days of this meeting or within ten (10) working days of notice if no meeting was called for, the employee may respond in writing to the allegation. Such response shall be without prejudice to any forthcoming grievance activity.
- D. Disposition. Within ten (10) working days of the employee's response, or lack thereof, the College will notify the employee of the disposition of the charge, including the specific disciplinary action, if any, to be imposed. A copy will be provided to the Professional Association if the employee has elected Association representation. Upon notification the employee may acquiesce or proceed under the representation of the Association to a formal grievance per Article 15 of this agreement on the issue of the propriety of the discipline. Acceptance of the College's disposition shall in no way compromise the employee's right to respond to the charge by way of the employee's official personnel file.

- E. Exclusions. The provisions of this article apply only to those actions determined by the College to be discipline. Excluded hereunder are matters covered under Article 4.
- F. No Precedent Established. The disposition of any particular case short of arbitration shall not constitute a precedent nor prejudice the position of either party with respect to matters processed hereunder.

ARTICLE 8 - Employment Policies

- 8.1
- A. Professional Vacancies. The College shall post prominently a notice of any vacancy in a permanent full-time professional position at the College. Such notice shall be posted prior to or concurrently with publication elsewhere and shall include the duties and desirable qualifications for the position. Qualified bargaining unit members shall be given consideration equal to others in filling such vacancies.
 - B. Upon request by the Association, the College shall provide the unit designation for any vacancy in a full-time professional position.
 - C. The College maintains its right to determine the level of services to be offered.
 - D. The College may transfer vacant bargaining unit positions to a different Center, department, or title.
- 8.2 Transfers.
- A. Definition.
 - 1. A transfer for a teaching faculty member is a move to a different academic Center with the same professional rank.
 - 2. A transfer for any non-teaching faculty member is a move to the same or a different job title in a different department at the same grade.
 - B. An employee may be transferred to perform duties for which, in the opinion of the College, he/she is qualified. Before such transfer is acted upon by the Board of Trustees, the employee has the right to discuss the proposed transfer with the College Administrator(s) concerned.
- 8.3 Seniority. For the purposes of retrenchment, seniority shall apply as follows:
- A. A bargaining unit member will accumulate seniority based upon initial date of appointment to a bargaining unit position.
 - B. If an employee moves to a position represented by the Association of Mohawk Valley Administrators, the employee shall maintain seniority the same as existed on the day of appointment to the new position. Upon return to the bargaining unit, the employee shall resume accumulation of seniority.

8.4 Retrenchment.

A. Identification of Retrenched Employee.

1. Teaching Bargaining Unit Members

- a. Teaching faculty within the same course group shall be terminated in the reverse order of their accumulated seniority. For purposes of retrenchment, a course group shall consist of all courses with the same alphabetic prefix (e. g., MA) eligible for assignment on load or for compensation at the overload rate. In the event of any change in alphabetic prefix or any creation of a new alphabetic prefix, the College shall notify the Association in writing within five (5) business days of the College's final determination or the College's receipt of notice from an external agency. Initial assignment of an employee to a course group, or reassignment of an employee to a course group, shall exclude any course group in which that employee's assignments have been exclusively overload assignments under paragraph 5.6.C.
 - (1) A teaching faculty member shall be assigned to the course group in the employee's current Center which contains the greatest proportion of contact hours taught by the employee within the current and five prior academic years.
 - (2) If a teaching faculty member has equal contact hours in two or more course groups within the employee's current Center, the employee shall be assigned to that course group among the groups in which the tie exists on the basis of the section scheduled first in the most recent term.
- b. There shall be no retrenchment of a member of the teaching faculty assigned to a course group until the elimination of all overload and part-time teaching in that course group unless no member of the faculty assigned to that course group is qualified to teach such courses as determined by an accrediting agency.
- c. In the event that the Employer undertakes a retrenchment, a teaching faculty member subject to retrenchment shall be known as an identified employee.
 - (1) Prior to retrenching the identified employee, the Employer shall reassign the identified employee as hereunder.
 - (a) If the identified employee has teaching experience in multiple course groups, reassignment shall be to

the course group within the current Center which contains the next greatest proportion of contact hours taught by the employee until all reassignment possibilities within that Center are exhausted.

- (b) If the identified employee has equal contact hours within two or more course groups within the current Center, the employee shall be assigned to that course group among the groups in which the tie exists on the basis of the section scheduled first in the most recent term.
 - (c) Subsequently the employee shall be reassigned in the same way to course groups in which the employee has taught while a member of a department or Center offering the courses in that group, no matter where that course group is now.
- (2) Within the reassigned group a teaching load shall be made available to the identified employee at the expense of part-time teaching and overload teaching unless no member of the faculty assigned to that course group is qualified to teach such courses as determined by an accrediting agency.
- (a) If the elimination of part-time and overload teaching creates less than a full teaching load, the identified employee, if not the least senior person in that course group, shall displace the least senior person in that course group.
 - (b) If least senior, the identified employee shall continue to be reassigned as herein until eligibility for reassignment is exhausted. At that point the identified employee becomes a retrenched employee.

2. Non-Teaching Bargaining Unit Members

- a. Non-teaching bargaining unit members within the same department or Center and with the same title and whose job duties require the same or similar qualifications shall be terminated in reverse order of their accumulated seniority. Upon final approval of any elimination, creation, or consolidation of department(s), the College shall notify the Association in writing within five (5) business days.
- b. There shall be no retrenchment of a non-teaching bargaining unit

member until the elimination of part-time professional employment and on-going compensatory time within the employee's title until less than a full work load remains.

- c. In the event that the Employer undertakes a retrenchment, a non-teaching bargaining unit member subject to retrenchment shall be known as an identified employee.
 - (1) Prior to retrenching the identified employee, the Employer shall reassign the identified employee to a bargaining unit title previously held and currently staffed. If the identified employee has held multiple titles, initial reassignment shall be to the most recent title which the employee has previously held.
 - (2) Within the reassigned title, a work load shall be made available to the identified employee at the expense of part-time professional work and on-going compensatory time.
 - (a) If the elimination of part-time professional work and on-going compensatory time creates less than a full work load, the identified employee, if not the least senior person in that title, shall displace the least senior person in that title.
 - (b) If least senior, the identified employee shall continue to be reassigned as herein until eligibility for reassignment is exhausted. At that point the identified employee becomes a retrenched employee.

B. Notification of Retrenchment

When the number of teaching bargaining unit employees is to be reduced, the Employer will, in writing, notify those employees affected by five (5) business days after the April Board meeting prior to the effective date of retrenchment. When the number of non-teaching bargaining unit employees is to be reduced, the Employer will provide not less than six (6) months written notice thereof prior to the effective date of retrenchment.

C. Rights upon Retrenchment

- 1. In the event less than a full workload remains after the redistribution of functions, duties and services resulting from the retrenchment, a part-time opportunity exists.
 - a. Unless the retrenched full-time employee is not qualified, the College shall firstly and once offer such part-time opportunity to

that employee.

- b. In the event that the retrenched employee is not qualified for or refuses the part-time opportunity, the College shall once offer the functions, duties and services of the part-time opportunity to bargaining unit members, unless not qualified, as an increase or change in the workload of the employee(s) for appropriate compensation.
 - c. In the event that functions, duties, and services of the part-time opportunity remain unstaffed after the application of the above, the College may offer part-time employment to a non-unit member.
 - d. Upon the separation of the non-unit member, the College will repeat steps b and c above.
2. Upon notification of retrenchment an employee will receive primary consideration for:
- a. Transfer to an available position;
 - b. Retraining for assignment to an available position;
 - c. Fulfillment of the employee's work obligation by performing available work both within and outside of the employee's current department and/or during summer sessions;
 - d. In any of the foregoing instances, the employee must be qualified as determined by the Board; the opportunity applies to work within and outside of the employee's current job title; the performing of such services does not constitute a transfer; the opportunities shall be at the expense of overload assignments and part-time employees.
3. A retrenched employee shall be provided a waiver of tuition (after the contribution of any grants-in-aid up to the cost of tuition) and fees credited to College revenue accounts for enrollment at MVCC in up to sixty four (64) credit or non-credit remedial hours or five (5) years, whichever comes first, provided that such retraining begins within one (1) year of the date of retrenchment. A retrenched employee pursuing a certificate or degree program will be required to matriculate and apply for financial aid.

D. Rights Subsequent to Retrenchment

For three (3) years following retrenchment, a retrenched employee shall have

preferred eligibility for an available full-time position for which the employee is qualified, either in or outside of the employee's title, department, Center, or course group. If a retrenched employee is rehired to the same or a previously held full time bargaining unit position or title, the employee maintains all rights and seniority less time of lay-off. If a retrenched employee assumes a different position, or title, the employee is considered a new hire and loses previously accumulated seniority.

ARTICLE 9 - Compensation

Applicable salaries and matters of economic concern for the term of this Agreement shall be as set forth in Appendix A, hereto annexed and incorporated herein by this reference.

ARTICLE 10 - Other Economic Benefits

- 10.1 Retirement Programs. The Employer shall continue contributions to the several retirement programs available to employees at the rate authorized by law, and employees shall continue to be eligible for those retirement benefits and allowances permitted by law.
- 10.2 Health Insurance
- A. The College shall implement and continue to make available to bargaining unit members, and their eligible dependents, the BluePPO Option H group health insurance plan, with no co-payment for inpatient hospitalization, and with three-tiered premium rates.
 - B. For bargaining unit members hired prior to September 1, 1988, the College shall pay 100% of the premium cost for individual and any form of dependent health insurance coverage, based on the cost of the traditional Excellus Health Plan, and the member shall pay 0% of said premium cost. For bargaining unit members hired on or after September 1, 1988, the College shall pay 80% of the premium cost for individual and any form of dependent health insurance coverage, based on the cost of the traditional Excellus Health plan and the member shall pay 20% of said premium cost. At such time that the traditional Excellus Health plan is discontinued by the insurance carrier, the above costs will be based on the cost of the aforesaid Blue PPO Option H Plan.
 - C. The current Excellus traditional health plan, with three-tiered premium rates, shall continue to be provided (but only so long as Excellus continues to offer such plan) to those bargaining unit members hired prior to January 1, 2007, and their eligible dependents, as the sole alternative plan to the aforesaid BluePPO Option H Plan for said members. If the member opts for the Excellus traditional health plan, his/her premium contributions shall be at the same percentage rates as stated in 10.2(B) above, i.e., either 0% or 20% of the premium cost of the traditional health plan.
 - D. Prior to the ratification of the 2010-2013 Agreement the College shall continue to make available to bargaining unit members the current Maxor Plus Plan with \$5/\$10 co-payments for retail pharmacy services and \$10/\$20 for mail service pharmacy. Upon ratification of this agreement, the College shall arrange for new co-payments for the Maxor Plus Plan. The co-pays shall be: \$0/\$25 for retail pharmacy services and \$0/\$50 for up to 90-day mail service pharmacy.

- E. For bargaining unit members hired prior to September 1, 1988, the College shall pay 100% of the premium cost for individual and any form of dependent prescription drug coverage, and the member shall pay 0% of said premium cost. For bargaining unit members hired on or after September 1, 1988, the College shall pay 80% of the premium cost for individual and any form of dependent prescription drug coverage, and the member shall pay 20% of said premium cost.
- F. The College shall continue to make available to bargaining unit members, and their eligible dependents, the current Delta Dental Plan.
- G. For bargaining unit members hired prior to September 1, 1988, the College shall pay 100% of the premium cost for individual and any form of dependent dental insurance coverage, based on the cost of the Delta Dental Plan, and the member shall pay 0% of said premium cost. For bargaining unit members hired on or after September 1, 1988, the College shall pay 80% of the premium cost for individual and any form of dependent dental insurance coverage, based on the cost of the Delta Dental Plan and the member shall pay 20% of said premium cost.
- H. Changing job titles or transfers within the bargaining unit does not constitute rehiring with regard to 10.2.
- I. The College shall maintain the aforesaid health insurance coverage unless the parties mutually agree to change such coverage. During the term of the agreement the parties shall establish a Joint Committee to study and make recommendations for possible alternative insurance carriers and/or coverage. Such recommendations, if mutually acceptable to the parties to this agreement, may be implemented at any time. The added costs of any change in carriers and/or coverage, savings as the result of any changes in carriers and/or coverage, the rate of contribution by employees, and the designation of unit employees making such contributions, if any, shall be subject to negotiation.
- J. Upon ratification of this agreement, the College shall extend family coverage benefits to domestic partners and their dependents under the same terms as Sections 10.2.A, 10.2.B, 10.2.C, 10.2.D, 10.2.E, 10.2.F, 10.2.G, as soon as administratively feasible.
- K. The College shall provide a health insurance waiver payment for Association members who opt out of the College health insurance plan. Such payment shall be \$750 for the family plan and \$300 for the individual plan. All individuals who wish to participate in the waiver may be required to provide proof of alternative insurance to the College.
- L. The family insurance waiver payment shall be as follows:
 - 1. One to twenty-five bargaining unit participants. Payment is \$750.
 - 2. Twenty-six to thirty bargaining unit participants. Payment is \$1500.

3. Thirty-one to thirty-five bargaining unit participants. Payment is \$2250.
4. Over thirty-five bargaining unit participants. Payment is \$3000.

Sections 1, 2, 3 and 4 shall sunset on August 31, 2013.

- 10.3 Indemnification. The Employer shall provide insurance coverage to protect the employee from financial loss arising out of any claim, demand, suit, or judgment by reason of the alleged negligence of such employee provided the employee, at the time such damages were sustained, was acting in the course of his/her official duties and within the scope of his/her employment, and such act did not result from the willful act or gross negligence of the employee and, provided further, that the employee, within five (5) days of the time he/she is served with any summons, complaint, process, notice, demand, or pleading, will deliver the original or a copy of the same to the Vice President for Administrative Services.
- 10.4 Death Benefit. The named beneficiary or the estate, as the case may be, of an employee who dies while in service shall receive that benefit payable by the retirement program in which the employee participated.
- 10.5 Employees in Nursing and Allied Health and Student Health Center who are required to obtain malpractice insurance shall be reimbursed up to one hundred dollars (\$100.00) toward the annual premium cost.
- 10.6 Required Procedures. The College may require and, if so, will pay for the post-deductible uninsured cost of physical examinations, lab or diagnostic tests, and immunizations.
- 10.7 Retirement Benefits
 - A. Eligibility. Employees fifty-five (55) years of age at the time of retirement and/or eligible to retire under their retirement program, and who have at least ten (10) years of service at the College, and who hold academic rank of Professor or Associate Professor or promotional level of Level IV or Level III, are eligible for the benefits provided herein. Employees who have achieved the rank of Level II by September 1, 2007 shall be grandfathered into this provision.
 - B. Limitation. During a fiscal year the College shall make the provisions of this section available to no more than five (5) employees on the basis of length of service in bargaining unit positions.
 - C. Effective with the 2009-2010 fiscal year of notice as referenced in Section 10.7(F), as a supplement to the retiree health insurance benefit referenced in Section 10.8 of this Agreement, a sum of money equal to \$300 for each unused, accumulated day of sick leave, but not to exceed \$36,000, shall be credited to the account of the retiree to pay the retiree's share of health insurance premiums, until the sum is exhausted. If such a retiree should die before this benefit is exhausted,

the remainder of the benefit shall continue to be applied to the health insurance premiums of any eligible dependent of the retiree who was covered under the College's health insurance plan at the time of the retiree's death but only until the remaining benefit is exhausted or said dependent(s) is/are no longer covered under the College's health plan for any reason. There shall be no payment made to the estate of a retiree or dependent under any circumstances. Furthermore, an employee who is eligible to receive the benefits in this Section 10.7 may apply donated sick leave days under Section 11.2(B) toward the \$36,000 maximum sum above, provided the employee satisfies the criteria for, and is granted donated sick leave, subject to the conditions of Section 11.2(B).

- D. **Electronic Access.** With the exclusion of access to the administrative data base, a retiree shall have the same computer software privileges and access including electronic mail, network software for word processing, spreadsheets, and graphics available to members of the bargaining unit with the same title the retiree had while employed. Fees and costs if applicable shall be paid by the retiree. Computer privileges and access will be for the period of three (3) calendar years from the date of retirement and may be extended at the option of the College.
- E. Subsequent to the 2002-2003 year, employees who wish to retire under this provision shall notify the Director of Human Resources in writing no later than the close of business on the first business day of September of the fiscal year in which they wish to retire. The decision to retire shall become irrevocable once the retiree and the College have concluded a separate contract. The employee shall have 15 working days after receipt to accept and sign the contract. Failure to execute and return the contract within that period shall constitute withdrawal of notice.
- F. **Retirement Date.** The retirement date for an eligible employee shall be December 31 of the fiscal year of notice unless the College and the employee agree upon another date.
- G. **Disability.** An employee who meets the eligibility requirements of 10.7.A and who fails to give notice of retirement by the first business day of September and who is subsequently forced to retire during that fiscal year because of disability shall be allowed to submit notice after the first business day of September. If the limitation specified in 10.7.B has not been reached for that fiscal year, the employee shall receive the benefits specified in this section on the employee's date of retirement. If the limitation specified in 10.7.B has been reached for that fiscal year, the employee will be in the pool of employees considered for the benefits in the next fiscal year for which the benefit is available.

The College, at its option, may require proof of disability. Proof shall consist of medical documentation satisfactory to the College of the nature of the disability requiring the employee's retirement and/or, at the option of the College,

examination of the employee by a health care practitioner chosen by the College. The cost of such examination shall be borne by the employee.

H. The College shall have no responsibility to notify bargaining unit members of their potential eligibility for this benefit nor of the date by which notice is due.

10.8 Upon retirement the retiree shall have the health insurance benefit provided under Board of Trustees Policy Number 3.24.

10.9 A. Part-Time Employment. If a bargaining unit member who retires after September 1, 1996 returns to employment on a part-time basis with the College in an instructional position for which the retiree qualifies, the retiree shall receive compensation at the overload rate. If a retiree returns to employment on a part-time basis with the College in a non-instructional position for which the retiree qualifies, the retiree shall receive compensation at the hourly rate the retiree earned at the time of retirement. If a bargaining unit member who retires after September 1, 2002 returns to employment on a part-time basis with the College in a non-instructional position for which the retiree qualifies, the retiree shall receive compensation at the hourly rate the retiree earned at the time of retirement increased by the same percentage as the overload rate has increased since the employee retired.

B. Should the part-time position be substantially different and of a lower pay grade than the position the retiree last held at the College, a written waiver for a lower salary may be signed by the parties.

10.10 Tuition Waiver. Employees who retire after September 1, 2002, but not their dependents, shall be provided the same tuition waiver benefits subject to the same conditions and limitations as active bargaining unit member employees.

10.11 Benefit Fund

A. Effective September 1, 2002, the Association will establish a Benefit Fund for the purpose of providing a program of benefits.

B. Effective September 1, 2008, the College's annual contribution to the Fund shall be \$400 per bargaining unit member.

C. Number of bargaining unit members is defined as the number of employees employed in unit titles on the first business day of September of each year commencing September 1, 2002.

D. The payment schedule will be on the first business day on or after:

October 1	50%
January 15	50%

ARTICLE 11 - Leaves of Absence

- 11.1 Continuous Service. Employees on authorized leaves of absence with or without pay shall not be deemed to have interrupted continuous services with the College, but such periods of absence shall not be considered in meeting service requirements for eligibility for consideration for a continuing appointment or career appointment as may be appropriate to their status or conditions of employment.
- 11.2 A. Sick Leave. Beginning on the date of his/her appointment, an employee shall accrue one and three-quarters (1.75) days of sick leave credit per calendar month (or major fraction thereof) of service to the College. In no event shall an employee's sick leave accruals exceed 225 days. Sick leave accruals may be used by employees who are unable to perform their duties including overload teaching because of personal illness or illness in the employee's immediate family. The term "immediate family" shall mean the employee's grandparent, parent, sibling, spouse, child or grandchild, mother-in-law or father-in-law, or an individual who serves in the same relationship. An employee may use up to two (2) weeks of sick leave for the purpose of, and immediately upon, the placement with the employee of a child for adoption or foster care.
- B. Sick Leave Donation Program
1. Intent. The intent of the sick leave donation program is to provide a means to assist bargaining unit members who, because of long-term serious personal illness or the long-term serious illness of a spouse, a child, a parent or an individual who serves in the same relationship, have exhausted their accrued sick leave and would otherwise be subject to loss of income during a continuing absence from work. This program is not intended to provide supplemental income which would result in compensation levels exceeding normal wages for employees who have other sources of substitute income such as that provided by disability insurance programs. Neither is it intended for use by employees disabled under Workers' Compensation.
 2. General Policies.
 - a. Donors
 - (1) The identity of a donor shall not be disclosed by the College without the permission of the donor.
 - (2) Donations are made from sick leave accruals.
 - (3) Donations must be made in whole day amounts.
 - (4) A bargaining unit member may make more than one donation to a recipient.
 - (5) Unused donations are returned to the donor in reverse order of receipt.

- b. Eligibility. To be eligible the bargaining unit member must:
 - (1) have completed at least one year of service;
 - (2) be absent due to non-occupational illness or disability for which medical documentation satisfactory to the College is submitted or required or to care for a spouse, a child, a parent, or an individual who serves in the same relationship with a serious health condition approvable under the FMLA;
 - (3) be approved for the leave donation program by a joint committee, two members of which are selected by the Association and one member of which is appointed by the President of the College.
 - (4) have exhausted sick and other leave accruals due to long-term illness.

- c. Procedures
 - (1) When a bargaining unit member's sick leave accrual has been exhausted due to long-term illness, the employee may indicate the employee's wish to receive donations from this program by informing the College following procedures determined and published by the College.
 - (2) Once eligibility has been determined, solicitation for donations may be made by the recipient or by other employees. The College shall not solicit donations on the employee's behalf.

- d. Recipients
 - (1) Donations are made to a specific bargaining unit member.
 - (2) Donations are used on a first-donated, first-used basis.
 - (3) There is a sixty-day life-time limit on the total number of days a bargaining unit member may receive while employed at the college.
 - (4) Vacation and sick leave accruals are not earned by recipients.
 - (5) Health insurance premiums, retirement contributions and other benefits provided herein shall continue as long as the recipient is on donated leave.

11.3 Jury and Court Appearance. The Employer shall permit an employee showing proof of call to jury service, or subject to appearing as a witness pursuant to subpoena, to absent

himself/herself without charge to leave credits during such period when required to so serve or appear, as the case may be, provided that any fees, excluding mileage allowances, received by him/her as a juror shall be paid over to the Employer in a daily amount not to exceed the daily rate of compensation paid as salary.

11.4 Professional Leave Without Salary. The Employer may grant leaves of absence without salary, not to exceed one year, for the purpose of permitting an employee to commence, continue, or complete advanced study, serve as an exchange teacher, serve with a professional organization, or to perform research in his/her area of professional competence when, in the opinion of the Employer, such leave would be in the best interests of the employee and the College, and when such absence would not unduly affect normal College operations or the academic program. The Employer may extend such leaves for additional periods of not to exceed one year each. Employees granted such leaves shall continue to be eligible for participation in retirement and health insurance programs to the extent permitted by law at their own cost and expense.

11.5 Funeral and Bereavement Leave. The Employer shall permit employees to absent themselves, without loss of salary, not to exceed four (4) days to attend the funeral and for other concerns resulting from the death of a member of the employee's immediate family. The term immediate family shall mean grandparent, parent, sibling, spouse, child or grandchild, mother-in-law, or father-in-law, or an individual who serves in the same relationship.

In the event of the death of any employee's brother-in-law or sister-in-law, the Employer shall permit the employee to absent himself/herself, without loss of salary, for two (2) days to attend the funeral and for other concerns resulting from the death.

11.6 Sabbatical Leave. Sabbatical leaves will be granted by the College to employees in accordance with standards and practices developed by the College. Such leaves may be granted for one semester at full pay or one year at half-pay.

Pursuant to and in accordance with the rules of relevant regulating bodies, all benefits such as retirement premiums, group insurance plans, and the like shall continue in effect during the sabbatical period. A career or continuing appointment shall remain in effect and sabbatical leave period shall accrue service credit and vested rights in accordance with the regulations of the subscriber's pension plan.

11.7 Vacation Leave.

A. Accrual of Vacation Credit: Fiscal-year employees serving on a full-time basis shall accrue credits for vacation leave at the following rates:

1. Employees hired prior to 9/1/98:

a. Level I: 21 days per year

- b. Level II: 22 days per year
- c. Levels III and IV: 23 days per year

2. Employees hired after 8/31/98:

- a. Level I: 15 days per year
- b. Level II: 19 days per year
- c. Levels III and IV: 23 days per year

All accruals shall be per calendar month during each month (or major fraction thereof) of their service to the College. In addition, such employees shall be entitled to an additional day of vacation leave for each bank holiday on which required to work. No vacation leave shall be accrued by or be granted to an academic-year employee.

- B. Accumulation of Vacation Credit: Vacation leave credits may not be accumulated in excess of forty (40) days. Any employee who loses vacation credit through the fault of the College will receive compensation for the vacation time lost.
- C. Use of Vacation Leave Credit: Vacation leave may not be taken prior to accrual thereof. Vacation leave shall be taken at such times as may be approved by the President or his/her designated officer. Employees will be notified in writing of approval or denial of their vacation leave request no later than ten work-days from the date of the request. No charge to vacation leave shall be made with respect to a day during which an employee would not otherwise have been required to work, such as bank holidays or special days designated by the County.
- D. Holidays: Fiscal-year employees serving on a full-time basis shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

- E. In-lieu-of Days: The College may designate up to five (5) consecutive work days in lieu of up to five (5) of the foregoing holidays to be taken between the end of the Fall semester and the beginning of the Spring semester each of the three years of this agreement. Bargaining unit members will be notified of the College's election on or prior to September 1.

11.8 A. Individual Personal Leave. Bargaining unit members shall be entitled to one day of personal leave per academic year chargeable against accumulated sick leave. Notice of intent to utilize such leave will be made (except in emergencies) a minimum of two (2) working days in advance, in writing, and is to be directed to the President or his/her designee through the immediate supervisor following procedures established by the College. In addition to notice of intent to utilize personal leave, bargaining unit members seeking personal leave for commencement, during the week before the beginning of classes in the fall and spring semesters, final registration, or during the final examination period must also specify the purpose of the leave. Only in exceptional circumstances will a notice of intent to utilize personal leave be honored at these times. Unused personal leave shall accumulate to a maximum of two (2) days of personal leave per year.

B. Bargaining Unit Personal Leave. In addition to the individual personal leave provided herein, the College shall annually make available twenty (20) days of leave for use by members of the bargaining unit. This leave may be utilized upon the approval of the President of the Professional Association. Notice of intent to utilize such leave will be made (except in emergencies) a minimum of two (2) working days in advance to the immediate supervisor with a copy to the Director of Human Resources. Leave recipients shall be permitted to rearrange their schedule or to otherwise provide coverage for their own classes and/or duties, subject to review by their immediate supervisor and approval by the Director of Human Resources. Such leave shall be taken in increments of one (1) hour.

11.9 Other Leaves. The President, at the President's discretion, may recommend members of the bargaining unit of the College for other leaves of absence at full salary or reduced salary to become effective upon approval of the Board or may grant such leave without salary

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

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

- 11.10 Limitations-Term Appointment. Notwithstanding anything contained in this article, no leaves of absence shall be deemed to extend the terms of members of the bargaining unit having term appointments, and all leaves of absence shall, in any event, terminate upon expiration of such terms.
- 11.11 Association Leave. The Association President or his/her designee shall be afforded five (5) days paid leave per academic year for the purpose of attendance at NYSUT state-wide conferences/conventions of Representative Assemblies, Community College Conference and NYSUT Committee meetings. Notice of the taking of such leave shall be forwarded to the Director of Human Resources not less than fifteen (15) days in advance thereof. Leave recipients shall be permitted to rearrange their schedule or to otherwise provide coverage for their own classes and/or duties, subject to review by their immediate supervisor and approval by the Director of Human Resources. Such leave shall be taken in increments of one-half day.
- Three (3) days shall be provided as paid leave to the Association President or his/her designee for the purpose of lobbying activities on behalf of the College. Notice of taking such leave shall be forwarded to the Director of Human Resources not less than two (2) business days in advance thereof.
- 11.12 Part-time employment while on leave. A bargaining unit member on leave may temporarily work on a part-time basis subject to the following conditions:
- A. All part-time employment shall be by mutual written agreement among the College, the Association and the bargaining unit member. Such agreement may be terminated by ten (10) working days notice by either the College or the bargaining unit member.
 - B. Part-time employment may include work at home and/or the College.
 - C. During part-time employment for a bargaining unit member on unpaid leave, all pay and benefits shall be prorated.
 - D. During part-time employment for a bargaining unit member on paid leave, the use of leave shall be prorated.
- 11.13 The College shall not be required to afford a bargaining unit member who is on leave as specified in 11.2, 11.4, 11.6, 11.9 or 11.12, any priority consideration for overload assignments under 5.6.D. Bargaining unit members commencing any such leave while teaching overload, or who begin a reduced work load while teaching overload, shall not be removed from the overload assignments(s) for the duration of such overload assignments(s) on account of commencing of any such leave.

ARTICLE 12 - Past Practices

This agreement represents the total agreement between the parties, and the parties agree that all

past practices with respect to subjects covered by this agreement, whether expressed, inferred, or implied, which conflict with any part of this agreement are superseded by it; past practices with respect to subjects not covered by this agreement, if any, shall be subject to the provisions of Article 3 of this agreement.

ARTICLE 13 - Conclusion of Negotiations

This agreement is the entire agreement between the Employer and the Association; terminates all prior agreements and understandings not specifically covered under the terms of this agreement and concludes all collective negotiations between the parties during its term. During the term of this agreement, neither party will unilaterally seek to modify its terms through legislation or other means. The Board and the Association agree to support jointly any legislative or administrative action necessary to implement the provisions of this agreement. The Board and the Association acknowledge that except as otherwise expressly provided in this agreement, they have fully negotiated with the terms and conditions of employment and have settled them for the term of this agreement in accordance with the provisions hereinabove stated.

ARTICLE 14 - Savings Clause

This agreement shall be interpreted in a manner consistent with the law; provided, however, that if any provision of this agreement and/or any application of the agreement to any employee or group of employees shall be found contrary to the law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and/or applications will continue in full force and effect.

ARTICLE 15 - Grievance Procedure

The Employer and the Association mutually agree that all grievances be processed free of coercion, discrimination, or reprisal. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not constitute a precedent with regard to any grievances that may later be filed.

- A. A grievance is defined as an allegation by the Association or a member or members of the bargaining unit of misinterpretation, misapplication, or discriminatory application of a specific term, condition, or provision of this agreement by the Employer.
- B. The grievance procedure shall be as follows:

Step One. Prior to the filing of any written grievance the grievant (the Association and concerned individual) will attempt to resolve the grievance informally with the immediate administrative supervisor.

If a grievance has unit-wide application, the immediate supervisor shall be the Director of Human Resources. Written filing of a grievance at Step 1 will be with the Director of Human Resources or his/her designee and will be no later than thirty (30) calendar days following the date on which the act or omission giving rise to the grievance occurred or the date on which the grievant first knew or reasonably should have known of such act or omission if that date is later. The Director of Human Resources or his/her designee may request the grievant to meet in an effort to resolve the grievance. The Director of Human Resources or his/her designee shall reply to the grievant, in writing, within fifteen (15) calendar days following his/her receipt of the grievance.

Step Two. An appeal from an unsatisfactory decision at Step 1 shall be presented in writing to the office of the President by the grievant within seven (7) calendar days of receipt of the Step 1 determination. The President or his/her designee may, within seven (7) calendar days of receipt of such appeal, schedule a Step 2 review to be held within fourteen (14) calendar days thereof, and may designate a Hearing Officer to preside thereat. In the event a review is held and presided over by a Hearing Officer, a record shall be prepared and forwarded to the President or his/her designee within seven (7) calendar days of the completion of the review and shall include the Hearing Officer's findings of fact and recommendation, if any. The President or his/her designee shall issue his/her determination within seven (7) calendar days of receipt of the appeal, or of receipt of the record if a review has been held.

Step Three. An appeal to arbitration from an unsatisfactory decision at Step 2 may be made by submission in writing to the American Arbitration Association with copy to the President within ten (10) calendar days of receipt of the Step 2 determination. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply in the selection of an arbitrator and all proceedings relating to the arbitration of the grievance. The President or his/her designee may initiate a contract grievance at this Step 3 and proceed directly to arbitration.

- C. The arbitrator shall have no power to add to or subtract from, modify, or expand the provisions of this agreement in arriving at the determination; shall confine the decision solely to the interpretation of this agreement; and shall not require either party to do or refrain from doing an act beyond his/her, its, or their powers, as provided by law or otherwise.

The arbitrator shall consider only the precise issue submitted for arbitration, and shall have no authority to determine any other issue or question not so submitted, nor include in the decision observations or declarations of opinion not essential to the reaching of the determination.

A record of the proceedings shall be made if requested by the Employer or the Association. All fees and expenses of the arbitrator and the record shall be equally divided between the parties, except that each party shall bear the cost of preparing and presenting its own case.

- D. The award of the arbitrator shall be in writing, shall be signed by the arbitrator, and shall be final and binding on the parties and be subject only to the provisions of Article 75 of the New York Civil Practice Law and Rules.
- E. All forms required hereunder for the presentation of grievances and appeals shall be supplied by the Employer.
- F. The parties may mutually agree, in writing, to extend the time limits herein specified.

ARTICLE 16 - Legislative Action

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

ARTICLE 17 - Term

This agreement shall be effective as of September 1, 2010, and remain in effect through August 31, 2013.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the dates as indicated in the manner following:

MOHAWK VALLEY COMMUNITY
COLLEGE
ASSOCIATION

MOHAWK VALLEY COMMUNITY
COLLEGE PROFESSIONAL

By _____
Chair, Board of Trustees

By *[Signature]*
President

Date _____

Date 3/3/11

By *Randall J. VanHogener*
President

By *G. G. Searles*
Chair, Negotiating Team

Date 3/4/11

in memory of Salvatore Drogo
Date 3/3/11

By _____
County Executive

Date _____

APPROVED AS TO FORM:

By _____
Oneida County Attorney

Date _____

APPENDIX A
SALARIES AND ECONOMIC CONSIDERATION

Appendix A: Salaries and Economic Consideration

9.1 Basic Salary Plans.

A. Definition: The term basic salary shall mean the annual salary, exclusive of any supplemental salary received or other forms of additional compensation, paid to the employee in connection with his/her normal professional obligation.

B. Basic salary upon initial appointment shall be at an amount which is commensurate with the credentials and experience of the candidate and his/her anticipated value to the College in the judgment of the Board.

C. The minimum salary levels for the unit job titles shall be:

	2010-11	2011-12	2012-13 *
Instructor	40,145	40,145	41,149
Asst Prof	43,780	43,780	44,875
Assoc Prof	48,128	48,128	49,331
Professor	57,619	57,619	59,059
Grade 1	31,309	31,309	32,092
Grade 2	34,180	34,180	35,035
Grade 3	40,144	40,144	41,148
Grade 4	42,175	42,175	43,229
Grade 5	45,034	45,034	46,160

**Or greater, as per Section 9.2.A.4*

9.2 Basic Salary Adjustment.

A.

1. Each employee who continues in service for the year 2010-11 shall receive a salary increase of 3.9% to be added to the employee's 2009-2010 base salary effective at the beginning of the employment year as defined in Section 5.3 or as provided in Section 9.2.B.2.

2. Each employee who continues in service for the year 2011-12 shall receive a salary increase of 2.25% to be added to the employee's 2010-11 base salary effective at the

beginning of the employment year as defined in Section 5.3 or as provided in Section 9.2.B.2.

3. Each employee who continues in service for the year 2012-2013 shall receive a salary increase of 2.5% or greater per section 9.2A.4. to be added to the employee's 2011-12 base salary effective at the beginning of the employment year as defined in Section 5.3 or as provided in Section 9.2.B.2.

4. In the event Oneida County makes available funds for salary adjustment in 2012-2013, the parties will mutually agree upon procedures for distribution of such funds. If the funds available for salary adjustments during 2012-2013 are equal to or greater than \$110,000, the increase in base salary, reduced load base salary reduction, and overload will be two percent (2%) plus such additional amount adjusted proportionately (i.e. percentage-based). If the funds Oneida County makes available for salary adjustments during 2012-2013 are less than \$110,000 the increase in base salary, reduced load base salary reduction, and overload will be 2% plus such additional amount adjusted proportionately (i.e. percentage-based), but no less than 2.5%.

B. If an employee's base salary after the application of the foregoing percentages, falls below the stated minimum in the employee's pay category, said salary shall be adjusted to the minimum. Effective September 1, 1998 if an employee's base salary falls below the stated minimum in the employee's pay category, said salary shall be adjusted to the minimum prior to the application of the foregoing percentage adjustments. This provision shall not apply to raise the reduced salary amounts of those employees electing reduced load pursuant to Section 5.6.A hereof.

1. Nothing herein shall prevent the granting of selective increases by the Board upon recommendation of the President.

2. a. A fiscal year employee whose first day of work in on or after September 1 but no later than the last day of February of the initial year of employment shall be eligible for 100% of increases under this article on September 1 of the next employment year. A fiscal year employee whose first day of work is on or after March 1 of the first employment year shall be eligible for increases under this article as follows:

<u>First Day of Work</u>	<u>Percent of Annual Increase</u>
March 1 to March 31	90%
April 1 to April 30	80%
May 1 to May 31	70%
June 1 to June 30	60%
July 1 to July 31	50%

A fiscal year employee whose first day of work is August 1 to 31 shall be eligible for increases under this article on September 1 of the next calendar year.

- b. An academic year employee whose first day of work is on or after the beginning of the employment year but no later than the last day of January shall be eligible for 100% of increases under this article at the beginning of the next employment year. An academic year employee whose first day of work is on or after February 1 of the initial year of employment shall be eligible for increases under this article as follows:

<u>First Day of Work</u>	<u>Percent of Annual Increase</u>
February 1 to February 28(9)	90%
March 1 to March 31	75%
April 1 to April 30	65%
After April 30	50%

The above dates are based on an academic calendar in which second semester begins in mid to late January. If that date is changed, the parties will adjust the increase dates for Academic Year employees accordingly.

- c. The following shall not disqualify a bargaining unit member from receiving increases under this article:
 - i. Changes in title
 - ii. Changes in rank
 - iii. Changes in promotional level
 - iv. Changes from faculty to non-teaching professional
 - v. Changes from non-teaching professional to faculty

C. Each current or former bargaining unit member employed during the term of this Agreement shall receive a retroactive payment computed upon the difference between his/her new base salary rate(s) effective for the year 2010-2011, and the amount previously received for those hours or periods actually compensated, including overtime for bargaining unit members where applicable, for such years.

9.3 Compensation for overload as outlined in paragraphs 5.6.A, 5.6.C, and 5.9 and for instructional services rendered during summer sessions shall be \$57.93 per hour for 2010-2011, \$59.23 for 2011-2012, and as per 9.2A.4 for 2012-2013.

9.4 Bargaining unit members who perform academic advisement services beyond that required

by their professional obligation shall be paid at an amount equal to one-half ($\frac{1}{2}$) the overload rate as contained in 9.3.

- 9.5 Compensation for overload service will be paid as earned in accordance with the normal payroll schedule.
- 9.6 In the event an employee accepts assignments to perform services for which no compensation rate is specified herein including but not limited to services beyond his/her work year, he/she will receive additional compensation at the rate of $\frac{1}{40}$ of his/her annual salary for each week ($\frac{1}{5}$ of $\frac{1}{40}$ for each day) of said service to the College.
- 9.7 The assignment and compensation for individual study shall be based upon mutual agreement between the teaching faculty member and the College Administration.
- The assignment of bargaining unit members who evaluate applications for credit for life experience and who administer and evaluate credit by examination shall be based upon mutual agreement between the bargaining unit member and the College. Compensation shall be two-thirds of the fee contained in the then current tuition and fee schedule.
- 9.8 A teaching faculty member who volunteers and is assigned to provide tutoring services shall be compensated at an amount equal to two-thirds ($\frac{2}{3}$) of the overload rate as contained in 9.3.
- 9.9 Except as provided in Article 5.4.B, should a non-teaching faculty member be required to work in excess of his/her normal schedule, he/she will receive compensatory time off, said time to be mutually agreeable to the employee and the appropriate College Administrator. Absent mutual agreement, the employee will receive payment for the unused compensatory time no later than the employee's second regular pay date following the work in excess of his/her normal schedule. Should the employee work more than forty (40) hours in a week, the employee shall receive 1.5 hours of compensatory time for each hour worked over forty (40). Vacation, personal, and compensatory time taken shall not be counted as hours worked for purposes of determining when the rate of 1.5 is applied.
- 9.10 Fiscal year employees who are contacted off-campus to report to work outside of their normal schedule shall be compensated for a minimum of three (3) hours.
- 9.11 Compensation for substitute instruction will follow past practice.
- 9.12 Longevity. Each employee shall be eligible for the following annual longevity payments separate from base salary:

A. After 10 years of service – \$600

After 20 years of service - an additional \$600

After 30 years of service - an additional \$600

B. Effective September 1, 2011:

After 10 years of service – \$695

After 20 years of service - an additional \$695

After 30 years of service - an additional \$695

After 35 years of service – an additional \$695

Said payment shall be paid on a prorata basis with each paycheck .

9.13 STEP and CSTEP

The compensation rate for bargaining unit members who perform STEP and CSTEP tutoring or mentoring shall be paid at an amount equal to the tutoring rate as specified in 9.4 of the Collective Bargaining Agreement.

The compensation rate for bargaining unit members who perform STEP and CSTEP group teaching presentations shall be paid per hour at an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement.

9.14 Dual Credit

The compensation rate for bargaining unit members who perform an initial mentorship of a high school teacher teaching a dual-credit course shall be paid at 8 (eight) times an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement per semester.

The compensation rate for bargaining unit members who perform a subsequent mentorship of a high school teacher teaching a dual-credit course shall be paid at 5 (five) times an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining agreement per semester.

Those unit members who conduct dual-credit site visits at a high school and who use their own vehicles for transportation will be reimbursed at the federal mileage rate according to the following formulae:

On days with no professional obligation on campus:

Reimbursable mileage = (total distance traveled per day for site visits) minus (10) minus (round trip distance normally traveled to meet on-campus professional obligation)

On days with professional obligation on campus:

Reimbursable mileage = (total distance traveled per day for site visits and round trip

distance normally traveled to meet on-campus professional obligation) minus (10) minus
(round trip distance normally traveled to meet on-campus professional obligation)

For the purposes of this agreement these distances will be determined by a mutually agreed upon online driving distance calculation web-site.

9.15 Assessment

The compensation rates for bargaining unit members who perform SUNY Strengthened Campus-Based Assessment (SCBA) activities for mathematics, critical thinking, and written communication shall be as follows:

Attendance at off-campus SUNY Strengthened Campus-Based Assessment (SCBA) rubrics and standards training workshops shall be compensated at \$150 per day. The College shall provide travel expenses and meals, at the per diem rate.

A presenter for on-campus SUNY Strengthened Campus-Based Assessment (SCBA) rubrics and standards training workshops shall be compensated per hour at an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement. Presenters will also receive an additional .5 hours of compensation at an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement.

Attendance at on-campus SUNY Strengthened Campus-Based Assessment (SCBA) rubrics and standards training workshops shall be compensated per hour at an amount equal to the tutoring rate as specified in 9.4 of the Collective Bargaining Agreement.

Second and third readings of SCBA student “artifacts” shall be compensated per hour at an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement. The College reserves the right to adjust the bargaining unit members’ compensation should a bargaining unit member score less than six “artifacts” per hour. The College shall not unreasonably apply this right.

9.16 Placement Testing

The compensation for bargaining unit members who perform scoring of placement test writing samples shall be paid per hour an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement.

9.17 Compensation for Learning Community Teaching, Planning, and Collaboration

Learning Community Planning

The compensation rate for all bargaining unit members who volunteer and are assigned to provide instruction in a Learning Community shall be paid per hour for pre-semester initial planning and for pre-semester final planning at the per diem rate as specified in Article 9.6 of the

Collective Bargaining Agreement if such planning falls outside of obligation or during intersession.

For Learning Community planning that occurs during obligation, compensation shall be per hour at an amount equal to 2/3 of the overload rate as specified in Article 9.3 of the Collective Bargaining Agreement.

Learning Communities and Non-Teaching Bargaining Unit Member Participation

Should a non-teaching bargaining unit member agree to teach a class as part of a Learning Community during the regular work day, mutually satisfactory arrangements shall be made to permit the individual to meet his/her regular obligations as per Article 5.6.D.3.

Non-teaching bargaining unit members shall be compensated to teach Learning Community courses at the overload rate according to 5.6.D.2.

APPENDIX B
ACADEMIC FREEDOM

It is the policy of the Board of Trustees to maintain and encourage full freedom, within the law, of inquiry, teaching, and research. In the exercise of this freedom, teaching faculty may, without limitation, discuss their subjects in the classroom. They may not, however, claim as their right the privilege of discussing in the classroom controversial matters which have no relation to their subjects. In their roles as citizens, teaching faculty have the same freedoms as other citizens. However, in their extramural utterances, they have an obligation to indicate that they are not speaking for the institution.

The above statement is not subject to the contract grievance procedure. It may, however, be used in a dismissal proceeding as a defense.

APPENDIX C
POSITION ASSIGNMENTS

<u>Grade 1</u>	Assistant Coordinator of Child Care Services Assistant to the Director of Student Activities CSTEP Project Coordinator Educational Applications Assistant Financial Aid Assistant Graphics Illustrator Program Assistant Programmer Trainee STEP Project Coordinator Technical Assistant Technical Assistant - Financial Aid Tutor/Advisor Tutor/Mentor
<u>Grade 2</u>	Admissions Counselor Assistant to the Controller Assistant to the Director of Athletics Assistant Network Coordinator Assistant to the Registrar College Nurse Coordinator of Child Care Services Coordinator of Events and Facilities Use Educational Systems Assistant Evaluation Coordinator Financial Aid Accountant Financial Aid Advisor Health Services Retention Specialist Housing and Activities Assistant Programmer Supervisor of Residence Hall Facilities Technical Assistant - Academic Technical Assistant/Retention Specialist Technical Assistant - Theater Training Specialist Website Designer
<u>Grade 3</u>	Admissions and Counseling Specialist Assistant Director of Access and Retention Assistant Director of Admissions Assistant Director of Residence Life Assistant Director of Student Activities Assistant Director of the Student Service Center

Assistant Registrar
Coordinator of Expendable and Fixed Asset Procurement
Coordinator of Instructional Data and Scheduling
Coordinator of Services for International Students
Coordinator of Services to Students with Disabilities
Coordinator, Tutoring Services
Counselor
Design Coordinator
Educational Systems Specialist
Enrollment Management Specialist/Student Services Counselor
Instructional Systems Specialist
Laboratory Assistant
Program Specialist
Senior Financial Aid Advisor
Senior Programmer
Student Services Counselor
Student Services Retention Specialist
Student Services Specialist

Grade 4

Admissions and Academic Advisement Specialist
Adult Services Coordinator
Assistant Director of Facilities and Operations
Bursar
Educational Applications Specialist
Educational Technology Specialist
Financial Services Coordinator
Institutional Advancement Events Coordinator
Instructional Design Specialist
Programmer Analyst
Program Coordinator

Grade 5

Assistant Director of Financial Aid
Coordinator of Instructional Support Services
Data Base Administrator
Financial Analyst
Financial Systems Manager
Senior Financial Analyst
Software Specialist
Systems Analyst
Systems Engineer

APPENDIX D
TITLES WITH ACADEMIC RANK

Teaching Faculty

Coordinator of Health Information Technology/Medical Records

Coordinator of Respiratory Care

Non-Teaching Faculty

Information Services Specialist

TITLES WITHOUT ACADEMIC RANK

TITLES WITH PROMOTIONAL LEVEL FROM
I THROUGH IV WITHIN TITLE

All titles listed in Appendix C

APPENDIX E
OVERLOAD POSTING PROCEDURE

1. No later than 8:30 a.m. on the Monday of the tenth week of each semester, the initial Center list of unassigned sections for the following semester shall be posted in each Center office and a master list of unassigned sections shall be posted on both campuses. These lists shall remain posted until the end of the sign-up period at 4:30 p.m. of the following Friday. The initial Center and master lists of unassigned sections for the summer sessions shall be posted in the same manner during the preceding spring semester.
2. The Center and master lists shall contain all course sections that are unassigned, including those at correctional facilities, sections on hold, late starts, etc. The list(s) of college-wide courses not belonging to a specific Center shall be posted in the appropriate college office.
3. In addition to this list, a folder marked "Overload Requests" shall be located near the list of courses and available to all bargaining unit members.
4. Bargaining unit members shall make their overload request(s) by filling out an overload request form and placing it in the "Overload Requests" folder by the end of the designated sign-up period.
5. Bargaining unit members must use the form provided by the College in completing their request(s) and may indicate their order of preference.
6. Employees have the option of submitting the overload request forms directly to the appropriate Center or to the office of the Dean of the Rome Campus.
7. Forms submitted to the office of the Dean will be faxed to the Executive Assistant to the Vice President for Instruction who will deliver them to the appropriate Center. Hard copy will follow in the campus mail.
8. The College may post fall and spring semester unassigned varsity sports for the next academic year in the spring semester with the fall semester overload posting.

The joint overload committee shall remain in place during the term of this agreement to modify or expand these procedures as mutually agreed by the parties.

APPENDIX F
LETTER TO CANDIDATES

Dear Prospective Employees and Interviewees:

On behalf of the Mohawk Valley Community College Professional Association, I'd like to welcome you to campus. The PA is the union representing MVCC's approximately 230 full-time faculty and professional staff, and it's my understanding that you're being interviewed for such a position.

As you go through the application process, you may have questions about employment at the College and about the benefits of union membership. The Association website (www.mvccpa.org) contains information you may find useful.

Also, if you'd like to know more, please contact me at adoughtie@mvcc.edu or (315) 731-5766.

Should you wish to speak with a representative of the Professional Association when you're on campus for your interview and you can let me know in advance, I'll gladly try to arrange for you to meet with me or with another member of the union leadership. If time is short, you can try just stopping by my office (Academic Building Room 152).

Enjoy your visit to MVCC. If you need any assistance from us while you're here, just ask.

Sincerely,

Alison Doughtie
President, Mohawk Valley Community College Professional Association
Associate Professor, Center for Language and Learning Design
Academic Building, Room 152
(315) 731-5766
adoughtie@mvcc.edu

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Kurt D. Hameline
Laurie Lisi
Paul J. Hernon
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.
Todd C. Carville

Dawn Catera Lupi
First Assistant

Robert L. Bauer
Michael R. Nolan
Kurt D. Schultz
Kara E. Wilson
John J. Raspante
Joshua L. Bauer
Patrick F. Scully
Steven P. Feiner

March 10, 2011

FN 20 11 - 099

Christopher D. Hameline

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

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente:

The Oneida County District Attorney's Office is in the process of purchasing a surveillance kit for the Utica Police Department METRO Unit with funds from our IMPACT grant.

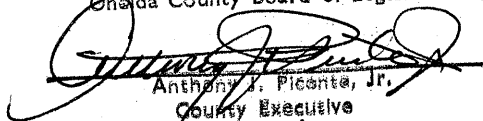
Due to the highly confidential and specialized purpose of this surveillance equipment, the Utica Police Department has requested that the purchase be made through a specific vendor. The vendor that the police department is requesting is Saul Mineroff Electronics, Inc. This vendor utilizes a confidential and proprietary purchasing procedure designed to meet the needs of law enforcement agencies and the officers that serve within them. This equipment is going to be used strictly for the police department to conduct undercover operations and the purchase must be completed in such a way that it will ensure the safety of the officers.

Please accept this letter as a request from our office to purchase this equipment through the specified vendor and forward this request to the Board of Legislators for their approval.

If you have any questions or concerns, please feel free to contact me.

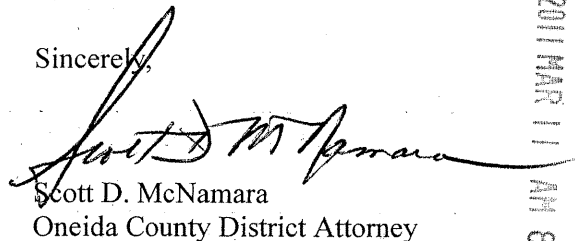
Thank you.

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


Anthony J. Picente, Jr.
County Executive

Date 3/14/11

Sincerely,


Scott D. McNamara
Oneida County District Attorney

2011 MAR 11 AM 8:35
RECEIVED
ONEIDA COUNTY LEGISLATURE

SDM/jb
Enc.

Requisition Form

Date: 2/7/2011

Requisition Number: 44,417

Department: DA - District Attorney Office-District Attorney [1165]

Page 1 of 1

Ship To: Oneida County District Attorney
Oneida County Office Building
800 Park Avenue - 9th Floor
Utica, NY 13501

Bill To: Oneida County District Attorney
Oneida County Office Building
800 Park Avenue - 9th Floor
Utica, NY 13501

Suggested Vendors

32532 SAUL MINEROFF ELECTRONICS INC.

Purchase Order No. _____

Date of Order _____

Vendor _____

Vendor No. _____

Description: Surveillance Kit

EPO: _____

Deliver by: _____

Prior PO: _____

Hold Until: _____

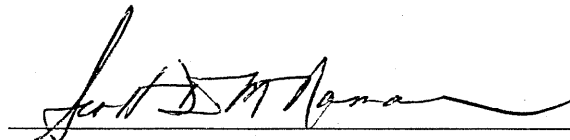
Line	Description	Quantity	Units	Unit Price	Total Amount
1	SME-TXREC Surveillance Kit - Includes SME-Micropin-IGB, SME-BTTX Blue Tooth Transmitter	1.00	Each	995.0000	\$995.00
2	Shipping & Handling	1.00	Each	15.0000	\$15.00
Requisition Total:					\$1,010.00

Notes:

A1165.495124 Impact I grant expenditures 100% \$1,010.00

Status: New

Authorized By:



Saul Mineroff Electronics, Inc.

574 Meacham Ave
 Elmont, N.Y. 11003 U.S.A.
 Phone (516) 775-1370 Fax (516) 775-1371
 www.mineroff.com

QUOTE

DATE	QUOTE NO.
12/13/2010	3726

CUSTOMER/ ADDRESS

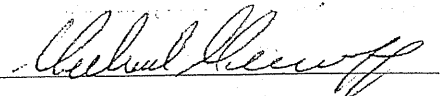
ONEIDA COUNTY DA OFFICE
 800 PARK AVE.
 ATTN: DAVE CADY/315-738-8341
 UTICA, NY 13501
 E-MAIL: DCADY@OCGOV.NET

REQUIRED	ITEM NUMBER	DESCRIPTION	SALES PERSON	FOB	PRICES FIRM	
			AM	ORIGIN	ORIGIN	
				UNIT PRICE	AMOUNT	
1	SME-TXREC	SME-TXREC SURVEILLANCE KIT TO INCLUDE: SME-MICROPIN-1GB, SME-BTTX BLUE TOOTH TRANSMITTER			995.00	995.00T
1	Shipping	Shipping and Handling			15.00	15.00T
SUBTOTAL						\$1,010.00
SALES TAX						\$0.00
TOTAL						\$1,010.00

PLEASE CALL IF YOU HAVE ANY QUESTIONS

**WE ACCEPT VISA, MASTER CARD
 AND GOVERNMENT PURCHASE
 ORDERS.**

SIGNATURE





COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

ONEIDA COUNTY OFFICE BUILDING
 800 PARK AVENUE
 UTICA, NEW YORK 13501
 (315) 798-5800
 FAX: (315) 798-2390
 www.ocgov.net

RECEIVED
 ONEIDA COUNTY LEGISLATURE
 2011 MAR -1 PM 2:47

February 28, 2011

FN 20 11-100

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

PUBLIC SAFETY

WAYS & MEANS

Honorable Members:

Oneida County is in receipt of a grant from New York State of Homeland Security in the amount of \$317,101.00. These funds shall be used for the Homeland Security effort in Oneida County and will be used specifically for a 911 Back-Up Center. These funds must be expended by June 30, 2013 and need to be incorporated in the Emergency Preparedness Capital Project (H346) in order to be expended.

I therefore request your Board approval for an amendment to **Capital Project H-346 – Emergency Preparedness**, as follows:

	<u>CURRENT</u>	<u>CHANGE</u>	<u>PROPOSED</u>
State Aid	\$ 2,176,215	+ \$317,101	\$ 2,493,316.

Respectfully submitted,

Anthony J. Picente, Jr.
 Oneida County Executive

AJP:tbk

Attach.

CC: County Attorney
 Comptroller
 Budget Director
 Dir. of Emergency Services

ANTHONY J. PICENTE, Jr., *County Executive*

JOHN R. KENT, Jr., *Commissioner*



(315) 798-5710

FAX (315) 798-5852

planning@ocgov.net

Oneida County Department of Planning

Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

February 22, 2011

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



WAYS & MEANS

Re: Submission of the 2011 /12 FTA Section 5311 Consolidated Non-Urbanized Formula Grant Application - Authorizing Resolution

Dear County Executive Picente:

The Federal Transit Administration provides funds to cover up to 50 percent of the operating deficits for public transportation systems providing scheduled mass transit services in the non-urbanized and rural areas of the country. The federal funds are distributed on a bi-annual basis through the Section 5311 Urbanized Areas Formula program which is administered by the New York State Department of Transportation (NYSDOT).

Oneida County is the sponsor of the rural transportation services in the County provided by Birnie Bus Tours. The New York State Department of Transportation (NYSDOT) recently announced \$93,500 allocated to Oneida County for 2011 to support these rural transit services. The FY 2012 appropriation amount is not announced yet, waiting the federal appropriation bill to be adopted by the Congress. This amount will be matched with New York State Operating Assistance funds and Birnie Bus Tours own funds, to cover operating expenses. There are no Oneida County funds involved in the Section 5311 application.

Starting this year, NYSDOT introduced new consolidated application which includes both, operating assistance and capital investment grants. Based on replacement schedule and 2011-15 Transportation Improvement Program, Oneida County should purchase three (3) mid-size light duty replacement buses for public transportation service in rural areas. Projected total costs of this project are \$375,000. The Federal Transit Administration (FTA) share would be 80% of the total costs of capital equipment, NYS Department of Transportation share is 10% and the remaining 10 % would be paid by the local public transit operator (BBT).

I request that you recommend to the Oneida County Board of Legislators for its consideration and approval the attached resolution authorizing you, as the Oneida County Executive, to file the Fiscal Year 2011-12 Section 5311 Consolidated Non-Urbanized Formula Grant application, and sign the third party service agreement. In order to access the funds in a timely manner, we would appreciate the Board taking action on this matter no later than their March 30th 2011 meeting.

2011 MAR - 1 PM 2:57

RECEIVED
ONEIDA COUNTY LEGISLATURE

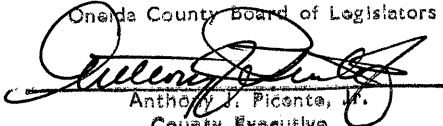
Harry Miller and I would be pleased to discuss this matter with you and/or the Board at your convenience.

Sincerely,

J.R. Kent Jr

John R. Kent, Jr.
Commissioner

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


Anthony J. Picente, Jr.
County Executive

Date 2/25/11

INTRODUCTORY
NO.

F.N.

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY:
2ND BY:

RE: RESOLUTION AUTHORIZING THE FILING OF CONSOLIDATED APPLICATION WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR A FISCAL YEARS 2011-2012 FEDERAL SECTION 5311 GRANT FOR THE RURAL AND NONURBANIZED TRANSPORTATION SERVICE IN ONEIDA COUNTY

WHEREAS, The Oneida County Planning Department is submitting a request for a consolidated grant of funds to the New York State Department of Transportation, pursuant to Section 5311, Title 49 United States Code, for a projects to provide public mass transportation service for *Non-Urbanized and Rural areas of Oneida County*, operated by Birnie Bus Tours Inc. Rome NY, for the 2011/12 fiscal years and capital investment funds to assist in the purchase of three replacement light duty-mid size, ADA equipped buses, and

WHEREAS, The required ten percent (10%) local share of the capital investment project total costs will be provided by the transit operator, and

WHEREAS, The County of Oneida and the State of New York have entered into a continuing Agreement for a ten-year period which authorizes the undertaking of said Projects and payment of the Federal share, now, therefore, be it herby

RESOLVED, That the Oneida County Executive is hereby authorized to act on behalf of Oneida County to sign the grant application and progress and complete the above named Project; and be it further,

RESOLVED, That the Oneida County Executive is authorized to execute and file with the application the annual certifications and assurances and other documents the NYSDOT requires before awarding a grant or cooperative agreement, and it is further

RESOLVED, that the Oneida County Executive is authorized to sign any contracts or agreements between the County of Oneida and third party subcontractor necessary to complete the public transportation project, subject to the approval of the Oneida County Attorney.

APPROVED:

DATED:

Adopted by the following vote:

AYES ____ NAYS ____

Reminder

ONEIDA COUNTY HEALTH DEPARTMENT

A Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PhD, MPH, CHES
DIRECTOR OF HEALTH

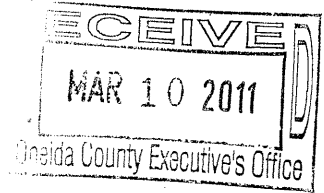
ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

March 9, 2011

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

FN 20 11-102



PUBLIC HEALTH

Dear Mr. Picente:

WAYS & MEANS

As you are aware, The Education and Transportation of Handicapped Children Program is a state mandated program that provides special education, therapeutic, and transportation services to three and four year old children with disabilities according to provisions under Section 4410 of the New York State Education Law.

In 2010, we experienced an increase in evaluation referrals approved through the Committee on Preschool Special Education (CPSE). This coupled with an increase in rates for Preschool (4410) Evaluations has caused a shortage in that account which compensates providers for this activity.

We are, therefore, requesting the following transfer for the 2010 fiscal year.

From: A2960.4957 – Tuition..... \$12,000

To: A2960.1952 – Evaluations..... \$12,000

Please request the Board to act on the above-mentioned at their earliest convenience.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Gayle D. Jones, PhD., MPH, CHES
Director of Health

cc: T. Keeler, Director of Budget
ry

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

Anthony J. Picente, Jr.
County Executive

Date: 3/14/11

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 MAR 11 AM 9:05



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

FN 20 11 - 103

February 25, 2011

PUBLIC HEALTH

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

WAYS & MEANS

Dear Mr. Picente:

Enclosed please find for your review and signature the Agreement between Oneida County Office for the Aging/Office of Continuing Care located at 235 Elizabeth Street, Utica, New York and Family Home Care, Inc., located at 519 North Madison Street, Rome, New York 13440.

Under the Purchase of Service Agreement, Family Home Care will provide home care services for elderly homebound individuals. Care is provided as part of a New York State program that provides personal care to frail seniors through the EISEP (Expanded In-Home Services for the Elderly Program). Family Home Care is one of five home care agencies to provide this care. State (75%) and County (25%) dollars support this program with \$78,000.00 allocated to this agency.

The terms of this agreement commence April 1, 2011 and terminate March 31, 2012.

I am available at your convenience to answer any questions regarding this contract.

Sincerely,

Michael J. Romano
Director

MJR/grb
Enclosure

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

Anthony J. Picente, Jr.
County Executive
Date 3/24/11

2011 MAR 11 AM 9:06
RECEIVED
ONEIDA COUNTY LEGISLATURE

Oneida County Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Family Home Care, Inc.

Title of Activity or Service: Home Health Care Agency

Proposed Dates of Operation: April 1, 2011 to March 31, 2012

Client Population/Number to be Served: Per Diem: authorized OFA/OCC clients, age 60 or older. 4,232 hours of personal care are provided to approximately 20 individuals through this contract. Individual's hours average four hours per week

Summary Statements:

- 1) Narrative Description of Proposed Services: Personal Care Services
- 2) Program/Service Objectives and Outcomes: To provide personal care services to frail, disabled, homebound individuals who are limited in their activities of daily living.
- 3) Program Design and Staffing Level: N/A

Total Funding Requested: \$ 78,000.00

Oneida County Department Funding Recommendation: \$ Acct # 6774.49599

Proposed funding Source (Federal/State/County): Projected Amount \$78,000.00
State 75% (\$58,500.00 County 25% (\$19,500.00)

Cost per Client Served: \$17.25 per hour

Past Performance Data: current provider of personal care services for OFA
EISEP clients

Oneida County Department Staff Comments:

AGREEMENT

This Agreement is by and between **FAMILY HOME CARE, INC.**, located at 519 North Madison Street, Rome, New York 13440, hereinafter known as "**CONTRACTOR**"; and the **COUNTY OF ONEIDA, OFFICE FOR THE AGING / OFFICE OF CONTINUING CARE**, located at 235 Elizabeth Street, Utica, New York 13501 hereinafter known as "**OFFICE**";

WITNESSETH:

WHEREAS, the **OFFICE** is charged with the responsibility of administering, through the New York State Office for the Aging, the New York State Expanded In-home Services for the Elderly Program (EISEP) in the County of Oneida, State of New York and the Caregiver Support III-E Program; and

WHEREAS, the **OFFICE** has the primary responsibility for the overall planning and coordination of the Expanded In-home Services for the Elderly Program and the Caregiver Support III-E Program; and

WHEREAS, the **OFFICE** has the responsibility to formally and informally monitor, assess and evaluate all programs /services/contracts funded through EISEP and through the Caregiver Support III-E Program; and

WHEREAS, the **OFFICE** will provide technical assistance upon request to assist the **CONTRACTOR** in more effectively carrying out service delivery and/or complying with policies and regulations; and

WHEREAS, the **CONTRACTOR** is willing and able to perform the services required by this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PROGRAM STANDARDS

The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Administration on Aging, the New York State Office for the Aging (SOFA), Oneida County and the **OFFICE**, refer to Appendix A.

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

C. The **CONTRACTOR** shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national

origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subjects to discrimination under any program or activity receiving Federal financial assistance.

E. The CONTRACTOR agrees that any program, public information materials, or other printed or published materials on the work of or funded by EISEP/III-E will give due recognition to the New York State Office for the Aging and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e., *This program is supported by Oneida County Office for the Aging, New York State Office for the Aging, and the Administration on Aging.*). The CONTRACTOR should forward copies of all materials to the OFFICE at the end of each month.

F. The OFFICE shall conduct a program reviews to ensure that the CONTRACTOR is in compliance with all standards and regulations as set forth in this Agreement.

2. FISCAL REQUIREMENTS/RESPONSIBILITIES

A. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the OFFICE Voucher Instructions, Refer to Appendix C.

B. The CONTRACTOR shall report to the OFFICE any additional monies (contributions, donations, fund raisers) given to the program.

C. The CONTRACTOR shall maintain fiscal records for six years and shall make them available for OFFICE and or State review upon request.

D. The CONTRACTOR shall cooperate with the closeout audit that is required when the contract is terminated.

E. The CONTRACTOR shall follow closeout procedures administered by the OFFICE in accordance with the 45 Code of Federal Regulations, Parts 74 and 92, as amended 1988.

F. The OFFICE will require written notification within 30 days of submission of any change in the voucher and/or amount submitted for services rendered by the CONTRACTOR for the reporting month. Failure of notification by the CONTRACTOR within 30 days of initial submission will result in the OFFICE considering the amount reimbursed, and to be paid in full for that reported month.

3. INSURANCE COVERAGE REQUIREMENTS

A. The CONTRACTOR shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, or independent subcontractors, and shall

hold harmless and indemnify the OFFICE and Oneida County from liability upon any and all claims for injuries to persons or for damages to property on account of any neglect, fault or default of the CONTRACTOR, its officers, trustees, agents, servants, volunteers or independent subcontractors; the CONTRACTOR shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the CONTRACTOR or not.

B. The CONTRACTOR shall carry paid up insurance in the sum of not less than One Million (\$1,000,000) Dollars per occurrence against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damages to property, whether such injuries, death or damages by attributable to the negligence or any other acts of the CONTRACTOR, its employees, volunteers, agents or otherwise.

C. The CONTRACTOR shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York and shall name the OFFICE as party insured there under, and shall provide that in the event of cancellation thereof the OFFICE shall be notified at least thirty (30) days in advance thereof, the CONTRACTOR shall submit a Certificate of Insurance as verification of liability coverage for the duration of the program period.

4. REPORTING REQUIREMENTS

A. The CONTRACTOR shall, in pursuit of EISEP/III-E funded programs, comply with the Definition of Services, as established by the New York State Office for the Aging (96-PI-43).

B. The CONTRACTOR shall provide the OFFICE with required information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The CONTRACTOR shall maintain appropriate client records on each EISEP client who receives services through this program; the OFFICE shall have access to the client records upon request.

D. The CONTRACTOR shall provide the OFFICE with required monthly, periodic, and/or special reports and shall submit all reports to the OFFICE by the dates specified.

5. GRIEVANCE PROCEDURES

A. The CONTRACTOR agrees to implement the OFFICE's grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in Appendix B.

6. COORDINATION REQUIREMENTS

A. The CONTRACTOR and the OFFICE shall coordinate referrals.

B. The CONTRACTOR and the OFFICE shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

C. The CONTRACTOR shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

7. CONTRACT CANCELLATION

A. The Agreement may be cancelled by the OFFICE for failure by the CONTRACTOR to comply with the terms and conditions of this Agreement; the CONTRACTOR shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The CONTRACTOR and the OFFICE reserve the right to cancel the Agreement upon thirty (30) day written notice to the other party.

C. The CONTRACTOR agrees that in the event of contract termination, said party shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination; any unexpended funds shall be the property of the OFFICE.

D. The CONTRACTOR shall coordinate with the OFFICE and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being; other services shall be substituted and/or coordinated on the clients' behalf.

8. CONTRACT RENEWAL

A. The OFFICE and the CONTRACTOR shall negotiate the contract annually.

9. NO CLAIM FOR DAMAGES

A. The CONTRACTOR agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

10. EISEP /III-E PROGRAM STANDARDS

A. The CONTRACTOR agrees to provide non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and III-E in-home community based PCA Level II respite services through the OFFICE's EISEP/III-E Programs; homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) services provided to those Oneida County residents who are age sixty (60) and older who are functionally impaired in at least one (1) Activity of Daily Living (i.e., bathing, dressing, toileting) or two (2) Instrumental Activity of Daily Living (i.e., housekeeping, shopping, preparing meals); III-E in-home community based respite services are provided to care receivers for those Oneida County residents who are primary informal caregivers of persons who are age sixty (60) and older who are functionally impaired, as shown by the need for the assistance of another person in at least one (1) Activity of Daily Living or two (2) Instrumental Activity of Daily Living.

B. The CONTRACTOR and OFFICE agree that all EISEP /III-E funded homemaker/personal care (Level II), housekeeper /personal care (PCA Level I) and III-E in-home PCA Level II in-home community based respite services provided by the CONTRACTOR shall be prior approved and authorized by the client's Case Manager as defined in the client's Home Care Plan.

C. The CONTRACTOR and OFFICE agree that non-medical homemaker/personal care (PCA Level II), and housekeeper/chore (PCA Level I) services as defined under EISEP/III-E are equivalent to PCA Level II and PCA Level I services as defined under the New York State Department of Social Services regulations for the Medicaid Program.

D. The OFFICE and CONTRACTOR agree that the EISEP non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community based PCA Level II respite service clients shall be provided environmental support and personal care functions.

The following is a summary of usual tasks that may be performed by a homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker in accordance with NYS regulations:

- 1) some or total assistance with making and changing beds; (Level I & II)
- 2) some or total assistance with dusting and vacuuming the rooms which the client uses; (Level I & II)
- 3) some or total assistance with light cleaning of the kitchen, bedroom and bathroom; (Level I & II)
- 4) some or total assistance with dishwashing; (Level I & II)
- 5) some or total assistance with listing needed supplies; (Level I & II)
- 6) some or total assistance with shopping for the client; (Level I & II)
- 7) some or total assistance with client's laundering; this may include necessary ironing and mending; (Level I & II)
- 8) some or total assistance with payment of bills and other essential errands; (Level I & II)
- 9) escort assistance in getting to various appointments and community activities; (Level I & II)
- 10) some or total assistance with bathing of the client in the bed, the tub or in the shower; (Level II).
- 11) some or total assistance with dressing; (Level II)
- 12) some or total assistance with grooming, including care of hair, shaving, and ordinary care of nails teeth and mouth; (Level II)
- 13) some assistance with toileting; this may include assisting the client on and off the bedpan commode or toilet; (Level II)
- 14) some assistance in walking, beyond that provided by durable medical equipment, within the home and outside the home; (Level II)
- 15) some assistance in transferring from bed to chair or wheelchair; (Level II)
- 16) some assistance with preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets, as prescribed by a qualified professional; (Level II)
- 17) some assistance with feeding; (Level II)

- 18) some assistance, at the request of the client, with self-administration of medication, including prompting client of time, bringing the medication to the client, opening the container, removing medication from the container and providing necessary liquids for taking the medication, acting as an extension of the client; (Level II)
- 19) assistance with routine skin care, including application of non-prescription skin care products; (Level II)
- 20) non-technical physical assistance to clients in following directions of a qualified professional for use of medical supplies and equipment such as walkers and wheelchairs; (Level II) and
- 21) assistance with changing of simple dressings. (Level II)

UNIT = one (1) hour of service to or on behalf of the client

E. The CONTRACTOR agrees to have a designated person who shall have the responsibility for coordinating the assignments of aides/associates.

F. The OFFICE and CONTRACTOR agree that all homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community respite workers shall have a designated qualified supervisor(s) who shall insure the maintenance of quality care and provide the necessary support, understanding and consultation to the homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) or III-E in-home community respite worker as (s)he carries out duties and responsibilities.

G. The CONTRACTOR understands and shall ensure that homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) supervisor(s) shall:

- 1) make a supervisory in-home visit within five (5) working days of the first time the regularly scheduled homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker is to provide services to the client;
 - 2) demonstrate and instruct the worker and the client concerning specific tasks to be performed in accordance with the care plan;
 - 3) provide information concerning the provider agency;
 - 4) clarify the roles and responsibilities of the worker, the client, and the supervisor in relation to the Care Plan;
 - 5) conduct scheduled visits to the client's home at least every six (6) months;
 - 6) conduct unscheduled visits to the client's home at least one (1) time a year;
 - 7) evaluate the worker's performance of the required tasks;
 - 8) provide to the worker information, consultation, instruction and demonstration as needed;
 - 9) determine the extent to which client needs are appropriately and adequately being met;
 - 10) follow-up, as specified by the case manager, to report the findings of the supervisory visit;
- and

11) provide an opportunity to discuss in privacy with the client/authorized representative the service being provided.

H. When a service promised by the CONTRACTOR for a scheduled assignment cannot be met or there is a client no show, or a change in the client's condition, including death or hospitalization, the CONTRACTOR must notify the OFFICE immediately via the approved fax form.

I. Any unusual incident that occurs during an agency workers presence must be reported immediately in writing to the OFFICE on the specified fax form.

J. The CONTRACTOR agrees to provide the non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and respite workers with training as required by the New York State Department of Social Services and Department of Health;

Each worker shall be instructed on how to work with the elderly; and each worker shall receive an orientation, prior to delivering any in-home services.

Training shall include:

- 1) the housekeeping chore and/or personal care tasks which the worker may/may not perform;
- 2) the policies and procedures of the CONTRACTOR's agency;
- 3) the rights of clients as set forth in the EISEP standards and regulations.

11. OTHER SPECIFICATIONS

A. The CONTRACTOR and OFFICE agree that non-medical homemaker/personal care (Level II), housekeeper/chore (PCA Level I) and respite services shall not be provided to individuals eligible to receive the same or similar services under Titles XVII, XIX, or XX of the Federal Social Security Act or any other governmental program or services provided to residents in adult residential care facilities which had previously been provided by such facility.

B. The OFFICE agrees to assume the responsibility for collecting the cost-share fees and donations for EISEP/III-E Program's in-home services received by the clients.

C. The CONTRACTOR agrees to bill Medicaid and credit the OFFICE for the billed amount for any EISEP/III-E client services provided after the Medicaid start date, and bill Medicaid for those Medicaid covered services provided three months prior to the Medicaid start date.

D. The OFFICE agrees to notify the CONTRACTOR of client approval for Medicaid.

E. The CONTRACTOR will credit the OFFICE for Medicaid payments received.

F. The OFFICE will process prior approvals for Medicaid billing for services provided in provision C.

G. The CONTRACTOR and the OFFICE shall endeavor to hold periodic coordinating meetings that shall be responsive to each other's needs.

H. The CONTRACTOR agrees to work in cooperation with the OFFICE to develop a comprehensive service delivery system for the EISEP/III-E Program.

I. Notwithstanding any other provisions in this Agreement, the CONTRACTOR and the OFFICE remain responsible for:

- 1) ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
- 2) planning, coordination and ensuring the quality of all services provided; and
- 3) ensuring adherence by both CONTRACTOR and OFFICE staff to the Home Care Plan established for the clients.

J. The "OFFICE" will provide the "CONTRACTOR" with a care plan, confirmation of documentation, and a PCA approval form. This documentation will be provided at the time of referral and every six months thereafter. It is the responsibility of the "OFFICE" to develop the care plan according to regulations and to obtain required Physicians Orders related to the "OFFICE" services being provided by the "CONTRACTOR". It is also understood that a Registered Nurse from the "OFFICE" will review and sign all approved care plans. If there is a change in a patient's condition, a new home assessment, new Physician Orders, and a revised care plan needs to be developed by the "OFFICE" and a copy sent to the "CONTRACTOR" at that time.

12. COMPLIANCE WITH REGULATION

A. The CONTRACTOR agrees to comply with all applicable Federal, State, and Local statutes, rules, and regulations as some may from time to time be amended pursuant to law.

B. 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 wastes and recyclables generated within the Authority's service by performance of this contract by the contractor and 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 the Oneida-Herkimer Solid Waste Authority facilities.

13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

A. The Contractor, agrees that, to the extent the CONTRACTOR is either a covered entity or a business associate of the Agency, as either term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA.

14. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

A. LOBBYING: As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and subcontracts) and that all sub recipients shall certify and disclose accordingly.

B. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

1. The Contractor certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

c. DRUG-FREE WORKPLACE (CONTRACTORS OTHER THAN INDIVIDUALS):As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

1. The Contractor that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The Contractor's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the contract, the employee will-

1. Abide by the terms of the statement and;
2. Notifying 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 calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police records or official notification of such conviction. Employers of convicted employees must provide notice, including position title, to the OFFICE.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

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

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

DRUG-FREE WORKPLACE (CONTRACTOR'S WHO ARE INDIVIDUALS): As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the contract, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the contract; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to the OFFICE.

15. REIMBURSEMENT FOR SERVICES

A. The CONTRACTOR agrees to be paid by the OFFICE the negotiated rate of **\$17.25 per hour** for homemaker/personal care (PCA Level II), and **\$16.70 per hour** for housekeeper/chore (PCA Level I)

B. The obligations of the parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or

should appropriate New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the OFFICE shall have the option to immediately terminate this Agreement upon providing written notice to the CONTRACTOR by certified mail. In such an event, the OFFICE 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 OFFICE be responsible for any actual or consequential damages as a result of termination.

C. The CONTRACTOR, its successors and assigns agrees to the terms and conditions of this written Agreement. The terms and conditions of this Agreement commence on April 1, 2011 and terminate on March 31, 2012.

IN WITNESS WHEREOF, the parties have hereunto set their hand on the date respectively stated:

CONTRACTOR

Leslie M VonDauber
Leslie M. VonDauber, Administrator
Family Home Care, Inc.

2/18/11
Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

OFFICE FOR THE AGING

Michael J. Romano
Michael J. Romano, Director

2/25/11
Date

Approved As To Form ONLY
ONEIDA COUNTY ATTORNEY

By: _____

APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. Seq.)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination of 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)
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 CFR 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 Institutions of Higher Education and Non-profit Institutions)
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.) CSEP & EISEP)
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)
EISEP Program Standards
Social Adult Day Care Regulations
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
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)

Grievance Procedures

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

Right to File a Grievance

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

Denial of Service or Client's Unsatisfaction of Service

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

Grievance ProcessFiling 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
2011-2012

Voucher Instructions For Units of Services Contracts

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

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, 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.
 - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program

accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

8. Timely Submissions:

- ✓ Submit monthly vouchers by the 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 793-6019.

Susie Perritano, Accounting Supervisor



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

February 25, 2011

FN 20 11 - 104

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

Enclosed please find the Purchase of service Agreement between Office for the Aging/Office of Continuing Care and Homemakers of the Mohawk Valley, Inc. dba Caregivers, for your review and signature.

Under this Purchase of Service Agreement, Caregivers will provide homecare service for elderly homebound individuals. Care is provided as part of a New York State program that provides personal care to frail seniors through the EISEP (Expanded In-Home Services for the Elderly Program). Caregiver is one of five home care agencies to provide this care. State (75%) and County (25%) dollars support this program with \$173,000.00 allocated to this agency.

The terms of this agreement commence April 1, 2011 and terminate March 31, 2012.

I am available at your convenience to answer any questions regarding this contract.

Sincerely,

Michael J. Romano
Director

MJR/grb
Enc.

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

Anthony J. Picente, Jr.
County Executive

Date 3/19/11

2011 MAR 11 AM 9:06

RECEIVED
ONEIDA COUNTY LEGISLATURE

Oneida County Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Homemakers of the Mohawk Valley, Inc. dba
Caregivers

Title of Activity or Service: Home Health Care Agency

Proposed Dates of Operation: April 1, 2011 to March 31, 2012

Client Population/Number to be Served: Per Diem: authorized OFA/OCC clients,
age 60 or older. 10,030.00 hours of personal care are provided to approximately 48
individuals through this contract. Individuals average four hours per week

Summary Statements:

- 1) **Narrative Description of Proposed Services:** Personal Care Services
- 2) **Program/Service Objectives and Outcomes:** To provide personal care
services to frail, disabled, homebound individuals who are limited in their
activities of daily living.
- 3) **Program Design and Staffing Level:** N/A

Total Funding Requested: \$173,000.00

Oneida County Department Funding Recommendation: Acct # 6774.49599

Proposed funding Source (Federal/State/County): projected amount \$173,000.00
State 75% (\$129,750.00) County 25% (\$43,250.00)

Cost per Client Served: \$17.25 per hour

Past Performance Data: current provider of personal care services for OFA
EISEP clients

Oneida County Department Staff Comments:

AGREEMENT

This Agreement is by and between **HOMEMAKERS OF THE MOHAWK VALLEY, INC. dba CAREGIVERS**, located at 2465 Sheridan Drive, Tonawanda, New York 14150, service locations at 1900 Genesee Street, Utica, New York 13502, and 111 East Chestnut Street, Suite 205, Rome, New York 13440, hereinafter known as "**CONTRACTOR**"; and the **COUNTY OF ONEIDA, OFFICE FOR THE AGING/ OFFICE OF CONTINUING CARE**, located at 235 Elizabeth Street, Utica, New York 13501 hereinafter known as "**OFFICE**";

WITNESSETH:

WHEREAS, the **OFFICE** is charged with the responsibility of administering, through the New York State Office for the Aging, the New York State Expanded In-home Services for the Elderly Program (EISEP) in the County of Oneida, State of New York and the Caregiver Support III-E Program; and

WHEREAS, the **OFFICE** has the primary responsibility for the overall planning and coordination of the Expanded In-home Services for the Elderly Program and the Caregiver Support III-E Program; and

WHEREAS, the **OFFICE** has the responsibility to formally and informally monitor, assess and evaluate all programs /services/contracts funded through EISEP and through the Caregiver Support III-E Program; and

WHEREAS, the **OFFICE** will provide technical assistance upon request to assist the **CONTRACTOR** in more effectively carrying out service delivery and/or complying with policies and regulations; and

WHEREAS, the **CONTRACTOR** is willing and able to perform the services required by this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PROGRAM STANDARDS

The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Administration on Aging, the New York State Office for the Aging (SOFA), Oneida County and the **OFFICE**, refer to Appendix A.

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

C. The **CONTRACTOR** shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national

origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subjects to discrimination under any program or activity receiving Federal financial assistance.

E. The CONTRACTOR agrees that any program, public information materials, or other printed or published materials on the work of or funded by EISEP/III-E will give due recognition to the New York State Office for the Aging and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e., *This program is supported by Oneida County Office for the Aging, New York State Office for the Aging, and the Administration on Aging.*"). The CONTRACTOR should forward copies of all materials to the OFFICE at the end of each month.

F. The OFFICE shall conduct a program reviews to ensure that the CONTRACTOR is in compliance with all standards and regulations as set forth in this Agreement.

2. FISCAL REQUIREMENTS/RESPONSIBILITIES

A. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the OFFICE Voucher Instructions, Refer to Appendix C.

B. The CONTRACTOR shall report to the OFFICE any additional monies (contributions, donations, fund raisers) given to the program.

C. The CONTRACTOR shall maintain fiscal records for six years and shall make them available for OFFICE and or State review upon request.

D. The CONTRACTOR shall cooperate with the closeout audit that is required when the contract is terminated.

E. The CONTRACTOR shall follow closeout procedures administered by the OFFICE in accordance with the 45 Code of Federal Regulations, Parts 74 and 92, as amended 1988.

F. The OFFICE will require written notification within 30 days of submission of any change in the voucher and/or amount submitted for services rendered by the CONTRACTOR for the reporting month. Failure of notification by the CONTRACTOR within 30 days of initial submission will result in the OFFICE considering the amount reimbursed, and to be paid in full for that reported month.

3. INSURANCE COVERAGE REQUIREMENTS

A. The CONTRACTOR shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, or independent subcontractors, and shall

hold harmless and indemnify the OFFICE and Oneida County from liability upon any and all claims for injuries to persons or for damages to property on account of any neglect, fault or default of the CONTRACTOR, its officers, trustees, agents, servants, volunteers or independent subcontractors; the CONTRACTOR shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the CONTRACTOR or not.

B. The CONTRACTOR shall carry paid up insurance in the sum of not less than One Million (\$1,000,000) Dollars per occurrence against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damages to property, whether such injuries, death or damages by attributable to the negligence or any other acts of the CONTRACTOR, its employees, volunteers, agents or otherwise.

C. The CONTRACTOR shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York and shall name the OFFICE as party insured there under, and shall provide that in the event of cancellation thereof the OFFICE shall be notified at least thirty (30) days in advance thereof, the CONTRACTOR shall submit a Certificate of Insurance as verification of liability coverage for the duration of the program period.

4. REPORTING REQUIREMENTS

A. The CONTRACTOR shall, in pursuit of EISEP/III-E funded programs, comply with the Definition of Services, as established by the New York State Office for the Aging (96-PI-43).

B. The CONTRACTOR shall provide the OFFICE with required information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The CONTRACTOR shall maintain appropriate client records on each EISEP client who receives services through this program; the OFFICE shall have access to the client records upon request.

D. The CONTRACTOR shall provide the OFFICE with required monthly, periodic, and/or special reports and shall submit all reports to the OFFICE by the dates specified.

5. GRIEVANCE PROCEDURES

A. The CONTRACTOR agrees to implement the OFFICE's grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in Appendix B.

6. COORDINATION REQUIREMENTS

A. The CONTRACTOR and the OFFICE shall coordinate referrals.

B. The CONTRACTOR and the OFFICE shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

C. The CONTRACTOR shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

7. CONTRACT CANCELLATION

A. The Agreement may be cancelled by the OFFICE for failure by the CONTRACTOR to comply with the terms and conditions of this Agreement; the CONTRACTOR shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The CONTRACTOR and the OFFICE reserve the right to cancel the Agreement upon thirty (30) day written notice to the other party.

C. The CONTRACTOR agrees that in the event of contract termination, said party shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination; any unexpended funds shall be the property of the OFFICE.

D. The CONTRACTOR shall coordinate with the OFFICE and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being; other services shall be substituted and/or coordinated on the clients' behalf.

8. CONTRACT RENEWAL

A. The OFFICE and the CONTRACTOR shall negotiate the contract annually.

9. NO CLAIM FOR DAMAGES

A. The CONTRACTOR agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

10. EISEP /III-E PROGRAM STANDARDS

A. The CONTRACTOR agrees to provide non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and III-E in-home community based PCA Level II respite services through the OFFICE's EISEP/III-E Programs; homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) services provided to those Oneida County residents who are age sixty (60) and older who are functionally impaired in at least one (1) Activity of Daily Living (i.e., bathing, dressing, toileting) or two (2) Instrumental Activity of Daily Living (i.e., housekeeping, shopping, preparing meals); III-E in-home community based respite services are provided to care receivers for those Oneida County residents who are primary informal caregivers of persons who are age sixty (60) and older who are functionally impaired, as shown by the need for the assistance of another person in at least one (1) Activity of Daily Living or two (2) Instrumental Activity of Daily Living.

B. The CONTRACTOR and OFFICE agree that all EISEP /III-E funded homemaker/personal care (Level II), housekeeper /personal care (PCA Level I) and III-E in-home PCA Level II in-home community based respite services provided by the CONTRACTOR shall be prior approved and authorized by the client's Case Manager as defined in the client's Home Care Plan.

C. The CONTRACTOR and OFFICE agree that non-medical homemaker/personal care (PCA Level II), and housekeeper/chore (PCA Level I) services as defined under EISEP/III-E are equivalent to PCA Level II and PCA Level I services as defined under the New York State Department of Social Services regulations for the Medicaid Program.

D. The OFFICE and CONTRACTOR agree that the EISEP non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community based PCA Level II respite service clients shall be provided environmental support and personal care functions.

The following is a summary of usual tasks that may be performed by a homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker in accordance with NYS regulations:

- 1) some or total assistance with making and changing beds; (Level I & II)
- 2) some or total assistance with dusting and vacuuming the rooms which the client uses; (Level I & II)
- 3) some or total assistance with light cleaning of the kitchen, bedroom and bathroom; (Level I & II)
- 4) some or total assistance with dishwashing; (Level I & II)
- 5) some or total assistance with listing needed supplies; (Level I & II)
- 6) some or total assistance with shopping for the client; (Level I & II)
- 7) some or total assistance with client's laundering; this may include necessary ironing and mending; (Level I & II)
- 8) some or total assistance with payment of bills and other essential errands; (Level I & II)
- 9) escort assistance in getting to various appointments and community activities; (Level I & II)
- 10) some or total assistance with bathing of the client in the bed, the tub or in the shower; (Level II).
- 11) some or total assistance with dressing; (Level II)
- 12) some or total assistance with grooming, including care of hair, shaving, and ordinary care of nails teeth and mouth; (Level II)
- 13) some assistance with toileting; this may include assisting the client on and off the bedpan commode or toilet; (Level II)
- 14) some assistance in walking, beyond that provided by durable medical equipment, within the home and outside the home; (Level II)
- 15) some assistance in transferring from bed to chair or wheelchair; (Level II)
- 16) some assistance with preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets, as prescribed by a qualified professional; (Level II)
- 17) some assistance with feeding; (Level II)

- 18) some assistance, at the request of the client, with self-administration of medication, including prompting client of time, bringing the medication to the client, opening the container, removing medication from the container and providing necessary liquids for taking the medication, acting as an extension of the client; (Level II)
- 19) assistance with routine skin care, including application of non-prescription skin care products; (Level II)
- 20) non-technical physical assistance to clients in following directions of a qualified professional for use of medical supplies and equipment such as walkers and wheelchairs; (Level II) and
- 21) assistance with changing of simple dressings. (Level II)

UNIT = one (1) hour of service to or on behalf of the client

E. The CONTRACTOR agrees to have a designated person who shall have the responsibility for coordinating the assignments of aides/associates.

F. The OFFICE and CONTRACTOR agree that all homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community respite workers shall have a designated qualified supervisor(s) who shall insure the maintenance of quality care and provide the necessary support, understanding and consultation to the homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) or III-E in-home community respite worker as (s)he carries out duties and responsibilities.

G. The CONTRACTOR understands and shall ensure that homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) supervisor(s) shall:

- 1) make a supervisory in-home visit within five (5) working days of the first time the regularly scheduled homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker is to provide services to the client;
 - 2) demonstrate and instruct the worker and the client concerning specific tasks to be performed in accordance with the care plan;
 - 3) provide information concerning the provider agency;
 - 4) clarify the roles and responsibilities of the worker, the client, and the supervisor in relation to the Care Plan;
 - 5) conduct scheduled visits to the client's home at least every six (6) months;
 - 6) conduct unscheduled visits to the client's home at least one (1) time a year;
 - 7) evaluate the worker's performance of the required tasks;
 - 8) provide to the worker information, consultation, instruction and demonstration as needed;
 - 9) determine the extent to which client needs are appropriately and adequately being met;
 - 10) follow-up, as specified by the case manager, to report the findings of the supervisory visit;
- and

11) provide an opportunity to discuss in privacy with the client/authorized representative the service being provided.

H. When a service promised by the CONTRACTOR for a scheduled assignment cannot be met or there is a client no show, or a change in the client's condition, including death or hospitalization, the CONTRACTOR must notify the OFFICE immediately via the approved fax form.

I. Any unusual incident that occurs during an agency workers presence must be reported immediately in writing to the OFFICE on the specified fax form.

J. The CONTRACTOR agrees to provide the non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and respite workers with training as required by the New York State Department of Social Services and Department of Health;

Each worker shall be instructed on how to work with the elderly; and each worker shall receive an orientation, prior to delivering any in-home services.

Training shall include:

- 1) the housekeeping chore and/or personal care tasks which the worker may/may not perform;
- 2) the policies and procedures of the CONTRACTOR's agency;
- 3) the rights of clients as set forth in the EISEP standards and regulations.

11. OTHER SPECIFICATIONS

A. The CONTRACTOR and OFFICE agree that non-medical homemaker/personal care (Level II), housekeeper/chore (PCA Level I) and respite services shall not be provided to individuals eligible to receive the same or similar services under Titles XVII, XIX, or XX of the Federal Social Security Act or any other governmental program or services provided to residents in adult residential care facilities which had previously been provided by such facility.

B. The OFFICE agrees to assume the responsibility for collecting the cost-share fees and donations for EISEP/III-E Program's in-home services received by the clients.

C. The CONTRACTOR agrees to bill Medicaid and credit the OFFICE for the billed amount for any EISEP/III-E client services provided after the Medicaid start date, and bill Medicaid for those Medicaid covered services provided three months prior to the Medicaid start date.

D. The OFFICE agrees to notify the CONTRACTOR of client approval for Medicaid.

E. The CONTRACTOR will credit the OFFICE for Medicaid payments received.

F. The OFFICE will process prior approvals for Medicaid billing for services provided in provision C.

G. The CONTRACTOR and the OFFICE shall endeavor to hold periodic coordinating meetings that shall be responsive to each other's needs.

H. The CONTRACTOR agrees to work in cooperation with the OFFICE to develop a comprehensive service delivery system for the EISEP/III-E Program.

I. Notwithstanding any other provisions in this Agreement, the CONTRACTOR and the OFFICE remain responsible for:

- 1) ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
- 2) planning, coordination and ensuring the quality of all services provided; and
- 3) ensuring adherence by both CONTRACTOR and OFFICE staff to the Home Care Plan established for the clients.

J. The "OFFICE" will provide the "CONTRACTOR" with a care plan, confirmation of documentation, and a PCA approval form. This documentation will be provided at the time of referral and every six months thereafter. It is the responsibility of the "OFFICE" to develop the care plan according to regulations and to obtain required Physicians Orders related to the "OFFICE" services being provided by the "CONTRACTOR". It is also understood that a Registered Nurse from the "OFFICE" will review and sign all approved care plans. If there is a change in a patient's condition, a new home assessment, new Physician Orders, and a revised care plan needs to be developed by the "OFFICE" and a copy sent to the "CONTRACTOR" at that time.

12. COMPLIANCE WITH REGULATION

A. The CONTRACTOR agrees to comply with all applicable Federal, State, and Local statutes, rules, and regulations as some may from time to time be amended pursuant to law.

B. 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 wastes and recyclables generated within the Authority's service by performance of this contract by the contractor and 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 the Oneida-Herkimer Solid Waste Authority facilities.

13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

A. The Contractor, agrees that, to the extent the CONTRACTOR is either a covered entity or a business associate of the Agency, as either term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA.

14. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

A. **LOBBYING:** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and subcontracts) and that all sub recipients shall certify and disclose accordingly.

B. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:** As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

1. The Contractor certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

c. DRUG-FREE WORKPLACE (CONTRACTORS OTHER THAN INDIVIDUALS):As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

1. The Contractor that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The Contractor's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the contract, the employee will-

1. Abide by the terms of the statement and;
2. Notifying 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 calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police records or official notification of such conviction. Employers of convicted employees must provide notice, including position title, to the OFFICE.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

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

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

DRUG-FREE WORKPLACE (CONTRACTOR'S WHO ARE INDIVIDUALS): As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the contract, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the contract; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to the OFFICE.

15. REIMBURSEMENT FOR SERVICES

A. The CONTRACTOR agrees to be paid by the OFFICE the negotiated rate of **\$17.25 per hour** for homemaker/personal care (PCA Level II), and **\$16.70 per hour** for housekeeper/chore (PCA Level I),

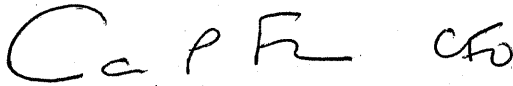
B. The obligations of the parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or

should appropriate New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the OFFICE shall have the option to immediately terminate this Agreement upon providing written notice to the CONTRACTOR by certified mail. In such an event, the OFFICE 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 OFFICE be responsible for any actual or consequential damages as a result of termination.

C. The CONTRACTOR, its successors and assigns agrees to the terms and conditions of this written Agreement. The terms and conditions of this Agreement commence on April 1, 2011 and terminate on March 31, 2012.

IN WITNESS WHEREOF, the parties have hereunto set their hand on the date respectively stated:

CONTRACTOR



Carmen Flitt, Vice President/CFO
Homemakers of the Mohawk Valley, Inc dba CareGivers

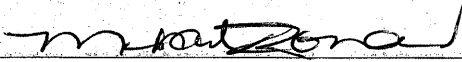
2/18/2011
Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr, County Executive

Date

OFFICE FOR THE AGING



Michael J. Romano, Director

2/25/11
Date

Approved As To Form ONLY
ONEIDA COUNTY ATTORNEY

By: _____

APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
45 CFR Part 93 (New Restrictions on Lobbying)
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
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 Institutions of Higher Education and Non-profit Institutions)
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-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)

Grievance Procedures

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

Right to File a Grievance

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

Denial of Service or Client's Unsatisfaction of Service

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

Grievance Process

Filing a Grievance

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

Investigation and Response to a Grievance

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

Appeal of Initial Response/Decision

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

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

Record Keeping

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

Confidentiality

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

APPENDIX C

Oneida County Office for the Aging
2011-2012

Voucher Instructions For Units of Services Contracts

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

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, 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.
 - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program

accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

8. Timely Submissions:

- ✓ Submit monthly vouchers by the 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.

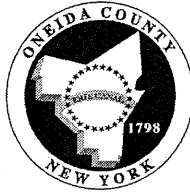
10. Technical Assistance:

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 793-6019.

Susie Perritano, Accounting Supervisor

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building 800 Park Avenue Utica, NY 13501

February 28, 2011

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

FN 20 11 - 105

HUMAN RESOURCES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Enclosed are copies of a Purchase of Services Agreement for ADHD & Autism Psychological Services & Advocacy, PLLC office located at 258 Genesee Street, Suite 505, Utica, New York 13502, which provides psychological evaluations and/or counseling services to individuals and families that have been referred by the Department.

The primary purpose is to prevent out of home placements, to facilitate an earlier return home from foster care, and to establish a permanent home earlier for those children whose parents have had a termination of parental rights.

This agreement shall commence April 1, 2011 and run through March 31, 2012. The provider was paid \$ 69,300.00 from February 1, 2010 through January 31, 2011 with a local share of 27.88 % or \$ 19,320.84.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 3/14/11

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 MAR 11 AM 8:56

LAS/tms
attachment

2/28/11
37901

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

ADHD & Autism Psychological Services & Advocacy, PLLC.
258 Genesee Street, Suite 505
Utica, New York 13502

Title of Activity or Services: Psychological Evaluations

Proposed Dates of Operations: April 1, 2011 through March 31, 2012

Client Population/Number to be Served: Those individuals or families who have been determined by the Counseling Committee of the Department of Social Services in need of a Psychological Evaluation and or Counseling.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Clinical services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist, or other recognized therapist in human services.

2). Program/Service Objectives and Outcomes

To prevent out of home placements, to facilitate an earlier return home from foster care than would have otherwise been possible and to establish a permanent home earlier than would have been possible for those children whose parents have had a termination of parental rights.

3). Program Design and Staffing Level -

2 – Clinical Psychologist
1 – Mental Health Counselor

Total Funding Requested: \$ 60.00 - \$ 80.00 per clinical hour depending on the level of Service

Oneida County Dept. Funding Recommendation: Account # :A6070.49548

Mandated or Non-mandated: Mandated Service

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

Federal	38.39 %	- \$ 26,604.27
State	33.73 %	- \$ 23,374.89
County	27.88 %	- \$ 19,320.84

Cost Per Client Served:

\$ 80.00 per clinical hour for evaluation, Ph.D. level
\$ 75.00 per clinical hour for counseling, Ph. D. level
\$ 60.00 per clinical hour for counseling, Master's level

Past performance Served: The Department has contracted with this provider since 2008. The provider was paid \$ 69,300 for the time period February 1, 2010 through January 31, 2011.

O.C. Department Staff Comments: The Department is satisfied with this agencies service and contracts with a number of Psychologist's to ensure availability.

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and ADHD and Autism Psychological Services and Advocacy, PLLC, 258 Genesee Street, Suite 505, Utica, New York 13502 (hereinafter called Contractor).

WITNESSETH:

WHEREAS, the Department is in need of Psychological Evaluation Services for its clients. ADHD Advocates, has an Psychologist which is qualified to give such services.

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is fair and reasonable to provide such services.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE CONTRACTOR AND THE DEPARTMENT AS FOLLOWS:

Section I: Definitions

Clinical services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist, or other recognized therapist in human services.

Section II: TERM AND COST OF AGREEMENT

The term of this agreement shall be for a period of one (1) year, starting on April 1, 2011 and ending March 31, 2012 and may be renewed agreeable to each party, and completed prior to the end of the term of this agreement.

The Contractor may be reimbursed at the following rates:

- \$ 80.00 per hour for Psychologist Evaluations services provided by an individual with a Ph.D. for referred individuals or families. For psychological; evaluation, the billable hour should be defined as an hour spent in administering the tests to clients, scoring, time spent in analyzing, and reporting.

- \$ 75.00 per clinical hour for services provided by an individual with a Ph.D. for treatment to appropriate clients of the Department. Clinical hour shall be defined as the hour spent in direct service with the client.
- \$60.00 per hour for clinical counseling services provided by a Master's level therapist to approved clients of the Department.
- \$ 50.00 "flat amount" for a "No Show" appointment the contractor will notify the Client's worker immediately regarding "no show" appointment" by the client.

It is agreed that should the Contractor be required to spend time in Family Court, and in the event the department requests that the Contractor provide services outside his office for other than Family court Matters the Contractor will be reimbursed at the rate of \$ 75.00 per hour for Ph.D. level and \$ 60.00 per hour for Master level therapist.

The Department agrees to pay the Contractor upon presentation of a monthly county voucher with a data sheet attached indicating case name, case number and hours claimed. (Addendum I, II).

The Contractor agrees to provide the Department with Quarterly Treatment Reports (Addendum III).

The Contractor agrees to participate in F.A.S.P. or other treatment plans when requested by the Department, if possible within his schedule.

Outcome: The Contractor agrees to provide a report of his evaluation with recommendations as to treatment and / or level of care within 2 weeks of the last contact with the individual / family.

SECTION III - SCOPE AND COST OF SERVICES

The Department shall be responsible for determining the eligibility of persons for services to be purchased under this contract.

The Department shall be responsible for case management which shall include authorizing the provision of clinical services and approving client eligibility.

The Department shall establish a referral and review process and procedures and shall maintain communication with the

Contractor regarding systemic changes.

The Department and the Contractor agree to maintain communication on the client situation including case eligibility determination which may change during the course of treatment.

The Contractor will keep accurate records for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her family, including the date such services were provided. The Agency shall make such reports to the Department on the current status and progress of each recipient of services at intervals required.

The Contractor agrees to provide supervision, and to assume responsibility for the interpretation and final evaluation reports.

All information contained in the Contractor's or its sub-contractor's files shall be held confidential pursuant to the applicable provision of the Social Services Law and any State Dept. 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.

The Contractor shall not make any sub-contract for the performance above without prior written approval of the Department. It should also be noted that where sub-contractors are permitted, they are subject to Federal and State requirements and the Contractor is responsible for the performance of any sub-contractor.

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

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

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

" This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the

specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

The Contractor, as a Business Associate of the Department, 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 Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

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

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 Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

ADHD and Autism Psychological Services and Advocacy, PLLC
Psychologist

37901
April 1, 2011 - March 31, 2012

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department 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 Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a

- manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

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

It should be the responsibility of representatives of the County of Oneida involved either directly or through contract services to have those representatives observe negative living conditions in the residences that are inspected and to report those conditions to the responsible code department for the municipality in which they are located or to the Department of State, if the Municipality has no code enforcement agency. Each representative will have a check list and will complete the check list after making visual inspections and will also report any gross deviations from normal living standards not included on the check list.

Section IV - COMPLIANCE WITH LAW

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

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

SECTION V

It is expressly agreed between the parties that the Contractor is an independent contractor and not in any way deemed to be an employee of the Department or the County of Oneida.

It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless for any liability arising from any act of omission or commission by the Contractor with respect to the Agreement or any term thereof.

All information contained in the Contractor's or its sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR

Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

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 wastes and recyclables generated within the Authority's service area by performance of this Contract by 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.

This Agreement cannot be assigned by the Contractor excepting as stated above, without obtaining written approval of the Department.

This Agreement can be terminated with a 30 day written notice by either party.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

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

Page 8 of 11
as a result of termination.

Date: _____

Oneida County Executive: _____
Anthony J. Picente, Jr., Oneida County Executive

Approved as to Form _____
Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____
Lucille A. Soldato, Commissioner

Date: 2/24/11

Agency: _____
ADHD & Autism Psychological Services and Advocacy, PLLC

Authorized Signature: _____


Print Authorized Name: Dr. Andy Lopez-Williams

Title: Director

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. 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 applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) 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 undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant 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 application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it 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 grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee'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 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 grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying 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 calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 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 grant.

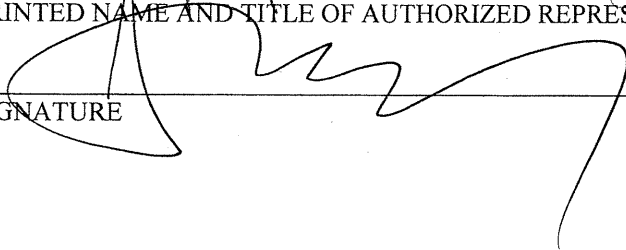
Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

ADHD & Autism Psychological Services and Advocacy
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Dr. Andy Lopez-Williams, Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE



2/24/11
DATE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

March 2, 2011

FN 20 11-106

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

HUMAN RESOURCES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

The Purchase of Service Agreement between the Oneida County Department of Social Services and the Oneida County Sheriff's Office is for Security and Transportation. This Agreement provides security services for the Oneida County Office Building. In addition, it provides transportation of dangerous youth in the Department's custody to Secure and Non-Secure Detention Facilities. These services are vital to the safe operation of the Social Services Department.

This Purchase of Services Agreement has a total cost not to exceed \$ 552,610 for the term January 1, 2011 through December 31, 2011. The local cost for this service is 32 % or \$ 176,835.20.

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

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 3/14/11

2011 MAR 11 AM 8:46
RECEIVED
ONEIDA COUNTY LEGISLATURE

3/2/11
18101

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Oneida County Sheriff's Office
6065 Judd Road
Oriskany, New York 13424

Title of Activity or Services: Security/Transportation

Proposed Dates of Operations: January 1, 2011 - December 31, 2011

Client Population/Number to be Served: Juveniles in custody of the Department through Family Court.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

SERVICES: The Contractor will supply security for the Department throughout Departmental Office locations within the building.

The Contractor will provide transportation of Family Court ordered juveniles in the custody of the Department to court specified secure or non-secure detention facilities.

The Contractor shall also provide transportation of juveniles in the custody of the Department to and from secure and non-secure detention facilities. The Department shall be responsible for the transportation of those juveniles in the custody of the Department that are in need of transportation for appointments made by the Department (inclusive of non-emergency medical appointments, probation interviews, pre-placement screening, and foster care placement).

The Contractor may be requested to transport juveniles to facilities other than for detention purposes. These juvenile clients would be considered dangerous to themselves and / or the caseworkers. These clients must have a history of emotional violence or openly manifest assaultive behavior. These instances must be documented to the Contractor. A Department liaison and a representative of the Contractor shall jointly determine the necessity of the client transportation.

The Contractor will provide the services of the K-9 teams as needed.

2). Program/Service Objectives and Outcomes - Provides security at Department of Social Services sites of operation in the Oneida County Office Building and transportation of juveniles in the custody of the Department or by Family Court to Secure/Non-Secure Detention.

3). Program Design and Staffing Level - 1 Supervisor
4 Deputies

Total Funding Requested: \$ 552,610

Oneida County Dept. Funding Recommendation: Account # A6010.49535

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

Federal	56 % =	\$ 309,461.60
State	12 % =	\$ 66,313.20
County	32 % =	\$ 176,835.20

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider since 1989. The Cost of the 2010 Contract was \$ 551,695.00.

O.C. Department Staff Comments: The Department is satisfied with this Contractors performance.

2). Program/Service Objectives and Outcomes - Provides security at Department of Social Services sites of operation in the Oneida County Office Building and transportation of juveniles in the custody of the Department or by Family Court to Secure/Non-Secure Detention.

3). Program Design and Staffing Level - 1 Supervisor
4 Deputies

Total Funding Requested: \$ 552,610

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Federal	56 % =	\$ 309,461.60
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Cost Per Client Served:

Past performance Served: The Department has contracted with this provider since 1989. The Cost of the 2010 Contract was \$ 551,695.00.

O.C. Department Staff Comments: The Department is satisfied with this Contractors performance.

PURCHASE OF SERVICES AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and The Oneida County Sheriff's Office, Law Enforcement Building 6065 Judd Road, Oriskany, New York 13424 (hereinafter called Contractor).

WITNESSETH

WHEREAS, the Department has had the need for security within the building for staff and client's as well as security for transportation of funds to and from the Department and banks,

WHEREAS, the Department has need for transportation of juveniles from Family Court or the Department to and from both secure and non - secure detention facilities, and that those juveniles transported are in the custody of the Department,

WHEREAS, the Contractor has the ability to provide the security and transportation as necessary,

NOW, THEREFORE, the Contractor agrees to provide (1) Sergeant and four (4) Deputy Sheriffs who would be located at the Department's offices at 800 Park Avenue, Utica, New York. The regular hours for such security required is 7:00 am through 5:00 pm on any and all days the Oneida County Office Building is open for business.

The Contractor will supply security for the Department throughout Departmental office locations within the building and at annex Department of Social Services locations as staffing permits.

The Contractor will provide transportation of Family Court ordered juveniles in the custody of the Department, to court specified secure or non-secure detention facilities. The Contractor shall also provide transportation of juveniles in the custody of the Department to and from secure and non-secure detention facilities. The Department shall be responsible for the transportation of those juveniles in the custody of the Department that are in need of transportation for appointments made by the Department (inclusive of non-emergency medical appointments, probation interviews, pre-placement screening, and foster care placement.

The Contractor may be requested to transport juveniles to facilities other than for detention purposes. These juvenile clients would be considered dangerous to themselves and/or the caseworkers. These clients must have a history of emotional violence or openly manifest assaultive behavior. These instances must be documented to the contractor. A Department liaison and a representative of the Contractor shall jointly determine the necessity of the client transportation.

The Contractor will provide the services of the K - 9 teams as needed.

The Contractor represents and agrees to comply with all applicable Federal laws, including the requirements of the Civil Rights Act of 1964, as amended, the Age Discrimination Employment Act of 1967, as amended, the Federal Rehabilitation Act of 1973, as amended, and Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in the Department of Labor Relations, 41 CFR Part 60. The Contractor also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

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 wastes and recyclables generated within the Authority's service area by performance of this Contract by 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.

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

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

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

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

The Contractor, as a Business Associate of the Department, 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 Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

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

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 Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §

- 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department 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 Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

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

All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Sections 357.5 and 423.7, as well as any applicable Federal laws and regulation promulgated thereunder and shall not be disclosed except as authorized by law.

The Contractor agrees to maintain financial books, records, and necessary supporting documents as required by the Department. The Contractor will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of services provided under this Agreement.

Such financial records shall be subject, at all reasonable times, to inspection, review or audit by

authorized County, State, and/or Federal personnel. All records must be available for a period of six (6) years.

The Department shall pay \$ 552,610.00 per year, per the attached budget for such services as provided by the Contractor for a period of one (1) year, commencing January 1, 2011 and terminating December 31, 2011, as per operational budget and may be renewed agreeable to each party, and completed prior to the end of the term of this agreement.

The Department agrees to pay monthly, upon submission of an Oneida County voucher, with an itemized expenditure breakdown documentation attached to the Oneida County voucher.

Options to renew the Contract are at the discretion of the Department, which shall supply a thirty (30) day notice to the Contractor.

The Department may terminate the Contract upon (30) day written notice of intent to terminate to the Contractor.

The Commissioner of Social Services reserves the right to specify assignment locations of the Contractor's employees, upon justification to the Contractor. The Commissioner further reserves the evaluate the job performance of the Contractor's employees. The reassignment or retention of any specific employee of the Contractor shall be agreed upon between both the Commissioner and the Contractor or their designees. The Contractor reserves the right to retain exclusive control over his employees and the specific placement of each, as long as the requirements of the Contract are met.

The Department and the Contractor agree to meet every six (6) months, or as needed, to discuss issues of the Contract.

It is expressly agreed, that the Contractor shall hold the Department harmless from any liability arising from any act of omission or commission by the Contractor with respect to this agreement or any part hereof.

This Agreement cannot be assigned by the Contractor without obtaining written approval of the Department. A stipulation, between the parties, as to wage and fringe benefits during the term of this Contract is also hereby agreed upon. The Department assumes responsibility for these increases per the negotiated labor contract, and agrees to amend the Agreement as needed to cover these negotiated increases.

The Contractor agrees to comply to the statutes of the Federal Lobbying Act. The law states that no Federal appropriated funds may be spent by the recipient of a Federal grant or a subletter contractor or sub-grantee to pay any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the

awarding of any Federal contract the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

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.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 2/24/11

Agency: Oneida County Sheriff's Office

Authorized Signature: 

Print Authorized Name: SHERIFF Robert M. Maciol

Title: _____

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. 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 applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) 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 undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant 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 application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it 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 grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee'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 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 grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying 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 calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 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 grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

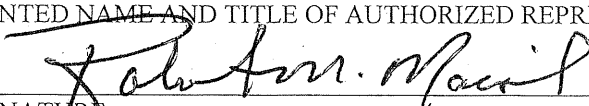
Oneida County Sheriff's Office

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

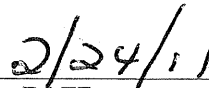
**SHERIFF Robert M. Maciol
Oneida County**

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE



DATE



Oneida County Sheriff's Department
Department of Social Services Security & Transports
January 1, 2011 – December 31, 2011

Salaries:

(1) SERGEANT, (4) DEPUTIES	\$ 298,391	
Overtime	70,000	
Subtotal:		\$ 368,391

Fringes:

(Soc. Sec, W.C., Retire, UI)	74,489	
Health Insurance	87,464	
Subtotal:		161,953

Equipment:

Subtotal:		0
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Other:

Misc Supplies	500	
Transports/Training	9,000	
Uniforms	5,500	
Cell Charges	391	
Insurance & Bonding	6,875	
Subtotal:		22,266

<u>GRAND TOTAL:</u>		<u>\$552,610</u>
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Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

March 2, 2011

FN 20 11 - 107

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

HUMAN RESOURCES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Private Duty Nursing Services are a vital deterrent to the placement of eligible Medicaid Clients in Nursing Home Care. These services enable people to remain at home, maintaining a lower cost of care.

This Purchase of Services Agreement for Private Duty Nursing Services to be provided by Cathie Lee's Home Health Care, 228 8th Avenue, Sylvan Beach, New York 13517. The Contract is established for the year June 1, 2011 through May 31, 2012. The rates are approved by New York State. The contractor was paid \$ 147,725 from January 1, 2010 through December 31, 2010 with a local cost of 10% or \$ 14,772.50.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/trms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 3/14/11

2011 MAR 11 AM 8:56

RECEIVED
ONEIDA COUNTY LEGISLATURE

3/2/11
67201

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Cathie Lee's Home Health Care
P.O. Box 526 - 228 8th Avenue
Sylvan Beach, New York 13517

Title of Activity or Services: Private Duty Nursing

Proposed Dates of Operations: June 1, 2011 through May 31, 2012

Client Population/Number to be Served: Physically or Mentally Disabled Medicaid Recipients.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Private Duty Nursing Services prior approval by Oneida County Office for the Aging/Continuing Care.

2). Program/Service Objectives and Outcomes -

To provide Private Duty Nursing Services to eligible Medicaid Recipients to enable them to remain at home or delay or prevent entrance to a higher level of care.

3). Program Design and Staffing Level -

Total Funding Requested: \$ 24.00 per hour RN
\$ 20.00 per hour LPN
\$ 27.00 per hour RN Hi-Tech
\$ 23.00 per hour LPN Hi-Tech

Mandated or Non-mandated: Mandated Service

Oneida County Dept. Funding Recommendation: Account #:A6102.495

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

Federal	62 % - \$ 91,589.50
State	28 % - \$ 41,363.00
County	10 % - \$ 14,772.50

Cost Per Client Served: Rates approved by New York State & vary according to level of care:

Past performance Served: The Department has contracted with this provider for this service since 1996. This contract is paid directly by New York State through eMedNY, the cost of this service to the Department is included in the Counties Medicaid Cap. The total cost for the time period of January 1, 2010 through December 31, 2010 was \$ 147,725.

O.C. Department Staff Comments: The Department has contracts with a number of Health Care Agency's to ensure the availability of services when needed and is satisfied with the service provided by this particular provider.

APPENDIX I

AGREEMENT BETWEEN ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
AND A CONTRACTING AGENCY FOR PRIVATE DUTY NURSING SERVICES
(pursuant to title ii of article 5 OF THE NEW YORK STATE
SOCIAL SERVICES LAW AND TITLE XIX OF THE UNITED STATES SOCIAL
SECURITY ACT.

FOR TITLE XIX SERVICES ONLY

AN AGREEMENT

BETWEEN: ONEIDA COUNTY DEPARTMENT of SOCIAL SERVICES
(LOCAL DSS DISTRICT)

AND: CATHIE LEE'S HOME HEALTH CARE
(Provider) (PRIVATE DUTY NURSING)

WHEREAS, local Social Services Districts are authorized pursuant to Section 35a (2) (d) of the New York Social Services Law and New York State Department of Social Services Regulations 18NYCRR 505.8 and/or other Department regulations to provide Private Duty Nursing Services to persons eligible to receive paid services; and

WHEREAS, the district is desirous of obtaining Private Duty Nursing Services to be rendered to recipients of medical assistance for which reimbursement is available pursuant to Title XIX of the Federal Social Security Act and applicable State Law; and

WHEREAS, the Contractor(s) herein represent(s) that he, she it, or they will provide services that are authorized pursuant to Title XIX of the Federal Social Security Act and applicable State Law, and which are eligible for reimbursement thereto,

NOW THEREFORE, the parties signing and executing this instrument do, in consideration of the above, covenant and agree as follows:

1. The relationship of the providers to the Department shall be that of independent contractor. The Provider, in accordance with his status as an independent contractor covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as nor claim to be an officer or employee of the Department by reason thereof, and that he will not be reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to Workman's Compensation coverage, or retirement membership or credits.

2. The contractor(s) agree(s) to provide Private Duty Nursing Services, as defined in New York State Department of Social Services Regulation 18 NYCRR 505.8 to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of the New York State Social Services Law and/or prescription(s) or a physician in accordance with a plan of treatment to be supervised by the New York State Department of Social Services (18 NYCRR 505.8 or superseding provisions).

3. The Private Duty Nursing Services will be rendered as authorized by the district at the locations specified by the district during the term of this agreement, and should be provided for particular recipients only as long as authorized, pursuant to the district's direction as to frequency, type, and amount.

4. The district shall not be obligated to utilize the services of the contractor(s), and the district or the New York State Department of Social Services shall in its discretion be authorized to terminate any agreement or request for services to be rendered to any or all recipient(s) upon notification to the

contractor(s), its agent(s) or employee(s); the cessation of services to a particular recipient shall not render this entire agreement void or voidable. In the event of termination, the provider shall promptly transfer any and all records pertaining to the Contractor to the local district or to any subsequent provider designated by the local district.

5. This agreement shall be valid and binding for the time period set forth below except that if the time period set forth continues beyond the time from the effective date of this agreement, the agreement shall be voidable any time after the end of one year at the option of the local Social Services District of the New York State Department of Social Services shall be obligated to renew or extend the terms of this contract.

6. The district shall reimburse the contractor(s) at the rate(s) set forth below, except that if the rates to be paid by the district are decreased the unilateral direction of the State and/or Federal supervising authority and the contractor is so notified, any services rendered by the contractor(s), its agent(s) or employees shall be reimbursed at a decreased rate unless a higher rate is specifically approved for contractor by the district and the supervising authority, the contractor shall not be required without its (their) consent to provide after notification of a decrease rate, but any services provided after notification of a decreased rate shall be deemed to have been rendered consent.

7. The contractor(s) agree(s) that its employees or agents rendering Private Duty Nursing Services shall be subject to the supervision of the district and/or the New York State Department of Social Services and/or any nurse or agency(ies) designated by the district to provide supervision of the Private Duty Nursing Services being rendered to the authorized recipient medical assistance (Medicaid) in accordance with state-established policies and standards. It is understood and agreed that the district and/or the New York State Department of Social Services retains the right to maintain a continued case management for any recipients of medical assistance (Medicaid) and that all the activities of the provider contract(s) shall be subject the monitoring of the local State Social Services Departments.

8. The contractor(s) agree(s) that all employees rendering Private Duty Nursing Services or other services to medical assistance recipients must have current valid licenses and/or registrations.

9. The contractor(s) will cooperate and participate as directed by the local district of the New York State Department of Social Services, is an endeavors incident to the rendering of Private Duty Nursing Services herein including, but not limited to, testimony for fair hearings for recipient grievance hearings and

notices thereof to recipients, reports, survey studies, audits, court or judicial proceedings, and any other matters procedures relating to the furnishing of Private Duty Nursing Services to the contractor.

10. The contractor(s) shall make all necessary and/or required employer payroll reports, deductions, tax, insurance or other payments, including, but not limited to, providing for workmen's compensation insurance, disability insurance, U.S. Social Security taxes, federal and state unemployment insurance benefits, withholding federal, state and local income taxes, and comply with any other legal or customary requirements, the contractors shall conduct their affairs in a manner such that the local district and/or the New York State Department of Social Services will not be held liable (and/or shall be held harmless) for any actions or omissions of the contractor, its employees, agents, or other representatives.

11. The contractor(s) shall obtain and maintain in full force and effect liability or other insurance that protects the local district and/or the New York State Department of Social services from any potential contractor, such coverage may be an endorsement to an existing policy of the contractor(s). Regardless of form or manner of coverage, the insurer shall be requested by the contractor(s) to provide the local district with a written acknowledgement of coverage, the terms and conditions thereof, and commitment to notify the district at least ten (10) days before any cancellation, reduction or other change in coverage becomes effective (pursuant to usual insurance "hold harmless" or "loss payee" provisions).

12. The contractor(s) agree(s) to maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times for inspection, review, or audit by State personnel and other personnel duly authorized by the Department as well as by Federal personnel when Federal funds are being utilized in making payments to the provider. The provider agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by and on forms furnished by the Department and duly authorized by the State Department of Social Services.

13. The provider agrees to maintain program and statistical records and to produce program narrative and statistical data at times as prescribed by and on forms furnished by the local district as duly authorized by the State Department of Social Services.

14. The contractor agrees to retain all books, records, and other documents relevant to this agreement for six (6) full years after final payment. Federal and/or State auditors and any persons duly authorized by the district shall have full access to and the right to examine any of said materials during said period.

15. The district and the contractor(s) shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information, and each agrees not to allow examination of records or disclose information, except examination of records by the district and/or the New York State Department of Social Services as may be necessary to assure that the purpose of the agreement will be effectuated, and also to otherwise comply with the district's requirements and obligations under law will be allowed.

16. The contractor(s) agree(s) that it has notified or will notify, the district and/or the New York State Department of Social services of any affiliated entities with which it has direct or indirect cooperative agreement contracts for services, or any other type of formal or informal arrangements whereby the costs/and/or the amounts received in reimbursements of services rendered to recipients are shared among or transferred between the provider and any other entity(ies), if the provider makes any disbursement directly or indirectly to and entity receiving reimbursement from any government agency, the district and/or the New York State Department of Social Services shall so be notified. It is understood by the parties to this agreement that the purpose of this clause is the discovery of any plan to regulate the provision and cost of services in circumvention of the rate-setting and reimbursement procedures of New York State and/or other government agencies.

17. (a). The terms set forth in Appendix A appended hereto (revision of 1982 shall be made a part hereof, and shall be incorporated herein.

(b). The contractor agrees to comply with the requirements of the United States Civil Rights Act of 1964, as amended and Executive Order No. 11246 entitled :Equal Employment Opportunities and the requisition issued pursuant thereto as contained in 41 CFR Part 60 and/or any other Federal or State regulation or laws.

(c). Contractor agrees to observe and comply with the Federal regulation contained in 45 CFR 84 entitled "Non-discrimination on the Basis of Handicap: Programs and Activities Receiving or Benefiting from Federal Financial from Federal Financial Assistance.

18. Local variations, if any, shall be set forth in an Appendix B,

Cathie Lee's Home Health Care
Private Duty Nursing

67201
6/1/11-5/31/12

appended hereto, and shall be effective only if the terms and form of such variations have been approved in writing by the New York State Department of Social Services and reference to such approval is indicated thereon; if the terms of any such local variations conflict with the meaning of the terms in the main body of this Contract, the words and meaning in the main body shall be controlling to the exclusion of the local variations, unless a separate executed agreement between the State Department of Social Services and the local district deliberately changes said effect and a copy of said agreement is appended hereto.

19. The terms of reimbursement for medical assistance services (pursuant to Title XIX of the Federal Social Security Act) shall be effective only if said rates are approved by the New York State Budget Director. The terms of reimbursement shall be as follows:

Check either Box A or Box B.

- () A. (1) \$ _____ per () hour () day (X) other per recipient for which services is rendered and/or
(2) Other:
(3) Period of Effectiveness: From (date) 6/1/2011-5/31/2012 and maybe renewed in writing from renegotiations agreeable to each party, and completed prior to the end of the Term of this agreement.
(4) This Agreement may be terminated by either party upon 30 days notice to the other party.

(X) B. As set forth in Appendix B

Unless otherwise stated, the amount of reimbursement set forth shall be the total gross amount of payment before any set-offs, and no additional reimbursement to the provider will be made for any subsidiary or other service supplementary or in addition to the terms herein set forth.

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

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

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

*Cathie Lee's Home Health Care
Private Duty Nursing*

67201
6/1/11-5/31/12

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

21. The Contractor, as a Business Associate of the Department, 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 Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

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

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 Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department 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 Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

*Cathie Lee's Home Health Care
Private Duty Nursing*

67201
6/1/11-5/31/12

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

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

22. 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 wastes and recyclables generated within the Authority's service area by performance of this Contract by 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.

23. The Contractor shall provide a copy of its corporate Compliance Plan, which reflects efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations. This document should minimally include the following standards and procedures:

- Overall compliance program oversight;
- Standards and methods for delegating authority;
- Employee training programs;
- Monitoring and auditing systems;
- Enforcement and disciplinary actions; and
- Mechanisms for responding to problems and taking corrective action

24. This contractual arrangement shall not diminish the provider's agency's responsibility for maintaining adequacy of services provided by the agency. As required in 10 NYCRR 766.10 (d), notwithstanding any other provisions in this contract, the Provider agency remains responsible for: a) ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations; b) ensuring the quality of all services provided

by the agency; and c) ensuring adherence by the agency staff to the plan of care established for patients.

25. The parties agree to renegotiate this agreement in the event that the Department of Health and Human Services issue new or revised requirements on the as condition for receiving continued Federal or State reimbursement.

26. This agreement may be amended whenever determined necessary by the District and Contractor(s), if such amendments are approved by the New York State Department of Social Services. All amendments must be in writing, duly signed by both parties, and be annexed to the Contract.

27. This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of the agreement, shall be deemed to exist or to bind any of the parties hereto.

28. It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission by the Contractor with respect to this Agreement or any term hereof.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: 3 _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 3/11/11 _____

Agency: Cathie Lee's Home Health Care _____

Authorized Signature: Kathleen A. Douglas _____

Print Authorized Name: KATHLEEN A. DOUGLAS _____

Title: Administrator / owner _____

APPENDIX A

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than-
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by

the provisions of the Labor Law, Section 220-e, as amended, that:

- (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
- (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.
- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to:

recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).

(c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

* (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

* (e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or

State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

- * (f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

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

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to

any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

APPENDIX B
NURSING RATES

LPN	\$ 20.00
LPN Premium	\$ 23.00
RN	\$ 24.00
RN Premium	\$ 27.00

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. 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 applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) 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 undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant 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 application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

*Cathie Lee's Home Health Care
Private Duty Nursing*

67201
6/1/11-5/31/12

- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. The applicant that it 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 grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee'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 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 grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-
 - 1. Abide by the terms of the statement and;
 - 2. Notifying 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 calendar days after such conviction;
 - (e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.
 - (f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 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 grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Ruthleen A. Douglas
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

RUTHLEEN A. Douglas / Administrator
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Ruthleen A. Douglas 3/1/11
SIGNATURE DATE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

March 2, 2011

FN 20 11 - 108

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

HUMAN RESOURCES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Enclosed are copies of Purchase of Services Agreements for the Junior Junction Day Care, 2215 Genesee Street, Utica, New York. This center provides safe Day Care Services at (2) sites for children 6 weeks to 12 years.

The Department pays for the care of children for eligible families. This resource helps to ensure safe care of children while their families participate in training and/or employment.

The term of this Agreement is September 1, 2011 through August 31, 2012. The rates for Day Care are set by the New York State Office of Children and Family Services. The total paid for the period March 1, 2010 through February 28, 2011 was \$ 85,972.73 with a local share of 4 % or \$ 3,438.91.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment.

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

Anthony J. Picente, Jr.
County Executive

Date 3/14/11

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 MAR 11 AM 8:56

3/2/11
18001

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Junior Junction
2215 Genesee Street
Utica, New York 13501

Title of Activity or Services: Day Care Services

Proposed Dates of Operations: September 1, 2011 though August 31, 2012

Client Population/Number to be Served: Licensed for a total of 152 children 6 weeks to 12 years at the following (2) sites:

St. Lukes
1714 Burrstone Road
New Hartford, New York

St. Elizabeth's
2215 Genesee Street
Utica, New York

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Day Care Services located at the (2) sites listed above.

2). Program/Service Objectives and Outcomes

To provide safe quality day care services to eligible low income employed families or public assistance recipients involved in approved educational, vocational job search or work experience activities.

3). Program Design and Staffing Level -

Mandated or Non-mandated: Mandated Service

Total Funding Requested: New York State Market Rates.

Oneida County Dept. Funding Recommendation: Account#:A6055.495

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

Federal	80.0 %	\$ 68,778.18
State	16.0 %	\$ 13,755.64
County	4.0 %	\$ 3,438.91

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider for this service since 1989. The Contractor was paid a total of \$ 85,972.73 for services provided March 1, 2010 through February 28, 2011 which serviced 33 children during this time frame.

O.C. Department Staff Comments: The Department is satisfied with this provider's service and contracts with a number of providers to ensure the availability of services.

CONTRACT IDENTIFICATION

AGREEMENT	DISTRICT CODE	DATE MO. YR.	CONTRACT NUMBER	FED. PART.
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DAY CARE SERVICES

Agreement made this 1 ST day of SEPTEMBER 2011, by and between the Oneida County Department of Social Services, located at 800 Park Avenue, Utica, New York, 13501 hereinafter called the Department and JUNIOR JUNCTION, located at 2215 GENESEE ST. UTICA, NY 1714 BURSTONE RD, NEW HARTFORD, MIDDLESETTLEMENT RD, NEW HARTFORD, NY hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Oneida, hereinafter called the Commissioner, is authorized under Section 410 of the Social Services Law (SSL) to provide Day Care Services at public expense for children residing in her territory who are eligible therefore pursuant to criteria established by the New York State Department of Social Services, and

WHEREAS, the Commissioner may provide such Day Care Services either directly or through the purchase of such care from a private non-profit corporation or association pursuant to Section 410 (3) (a) of said SSI, or if the Center is a private proprietor a waiver has been granted pursuant to Section 410.3 and

WHEREAS, the Contractor is authorized to provide Day Care Services by reason of holding a valid permit pursuant to Section 390 SSI, and

WHEREAS, Day Care Services are included in the latest Comprehensive Annual Social Services Program Plan for New York State including the Oneida County Social Services District, and

WHEREAS, the Department feels that the amount of funds to be paid to the Contractor is reasonable and necessary to assure quality of services; and

WHEREAS, it is economically and organizational feasible for the Department to contract with the Contractor for the performance of these services;

NOW THEREFORE, the parties in consideration of the above, do covenant and agree as follows:

1. The Contractor shall furnish to the Department Day Care Services as follows:

*Junior Junction
Day Care Center*

*#18001
9/1/11-8/31/12*

Objectives

(a) To provide quality day care to children between 6 weeks and 14 years of age for a portion of the day and less than 24 hours, outside their home in accordance with State and Federal standards for day care.

Location of Services

(b) The Contractor will provide the agreed services at its place(s) of business, SEE ATTACHED APPENDIX There are no other locations where the Contractor will provide services.

Unit of Service

(c) A unit of service is defined for the purpose of this agreement, as the care of a child for one week, five full days of at least six hours per day.

(d) A child in care at this Center must be at least 6 WKS and no more than 12 YEARS of age since this is the basis for issuance of their permit.

2. The Department will pay the Contractor Per Market Rates for each unit of service (ref., item 1. (c) provided pursuant to this agreement. This rate per service unit has been determined by the Department to be an amount reasonable and necessary to assure the quality of the day care services purchased per DSS 1993, Annual Day Care Budget form. Part-time rate will be individually negotiated.

3. This Agreement may be terminated by either party upon 30 days notice to the other party.

4. Performance under this agreement shall commence on SEPTEMBER 1, 2011 and shall terminate on AUGUST 31, 2012 and maybe renewed agreeable to each party, and completed prior to the end of the term of this agreement. It is agreed by the Contractor that performance without this agreement will not be paid for by the Department.

5. The parties hereto agree to abide by all the items and requirements set forth in Contract Attachment A, hereto annexed and made part hereof, or as the same may be amended by amendments hereto.

Department will not be responsible for any fee and all clients supplemented by Social Services funds will not be required to pay a registration fee.

Now Therefore, the Department will allow for payment of 4 absentee days per month.

In Witness Whereof, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

DATE: _____ BY: _____
Anthony J. Picente Jr., Oneida County Executive

DATE: _____ BY: _____
Lucille A. Soldato, Commissioner
Oneida County Department of
Social Services

DATE: 2/25/11 BY: Deborah A. Hoze
Contractor

Executive Director
Title

CONTRACT ATTACHMENT A

The parties to the Purchase of Services Agreement made on the 1ST day of SEPTEMBER 2011, By and Between the Oneida County Department of Social Services, located at County Office Building, 800 Park Avenue, Utica, New York, hereinafter called the Department and JUNIOR JUNCTION, located at 2215 GENESEE STREET, UTICA, NY 13501 hereinafter called the Contractor do hereby agree that this Attachment A is part and parcel of aforesaid agreement and do further covenant and agree as follows:

1. If and so long as funds are available therefore, the Contractor shall furnish services to persons determined by the Department to be eligible therefore, in accordance with standards prescribed by the Department and by the State Department of Social Services.

2. If and so long as funds are available therefore, the Department shall purchase from the Contractor, any or all of the services set forth in this agreement which the Contractor may furnish to persons eligible therefor.

3. The Department shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for the above services to be purchased by the Department and to be furnished by the Contractor to those persons determined to be eligible therefore in accordance with the Social Services Law of the State of New York and the Regulations of the New York State Department of Social Services, and the Department will retain continuing, basic responsibility for determining the eligibility of persons for such services.

4. The Department shall perform the functions of determining eligibility and developing the individual plans of services in accordance with applicable Federal and State requirements, pursuant to the procedures and criteria established by the Department.

5. The Department shall furnish such services in accordance with applicable requirements of law and shall cooperate with the Department, as may be required so that the Department and the New York State Department of Social Services will be able to fulfill their function and responsibilities as the Single State Agency under Title XX and the other applicable provisions of the Social Security Act and the Social Services Law and be able to meet all the applicable requirements, both State and Federal pertaining thereto.

6. The Contractor will establish a system through which recipients may present grievances about the operation of the service program. The Contractor will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

7. The Department shall notify applicants for or recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon a request for service with reasonable promptness. Whenever an applicant or recipient requests a fair hearing, the New York State Department of Social Services will provide such a hearing through its regular fair hearing procedures.

8. (a) The Department working through the State Department of Social Services shall be responsible for establishing fair hearing procedures; holding fair hearings and issuing appropriate decisions thereon; and taking such steps as may be necessary to enforce its determinations and decisions. The Department shall provide the Contractor with copies of its decision.

(b). The Contractor, upon the request of the Department shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

9. Designated representatives of the Department and of the State Department of Social Services shall have access to persons who are eligible for or who may be eligible for the services herein, and to the records of such persons for the purpose of the proper discharge of its responsibilities under this agreement.

10. The Contractor agrees to maintain books, records documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement.

These records shall be subject at all reasonable times for inspection, review or audit by State personnel and other personnel duly authorized by the Department, as well as by Federal personnel when Federal funds are being utilized in making payments to the Contractor.

The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by and on forms furnished by the Department.

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

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

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

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

The Contractor, as a Business Associate of the Department, 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 Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware,

including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

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 Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for

purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and

9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department 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 Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

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

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 wastes and recyclables generated within the Authority's service area by performance of this Contract by 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.

The Contractor agrees to include these requirements in all subcontractors and assignments.

11. Contractor agrees to maintain program records required by the Department and agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of

*Junior Junction
Day Care Center*

#18001
9/1/11-8/31/12

staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services-may be conducted at a reasonable time by appropriate State and Federal personnel and other persons duly authorized by the Department.

12. The Contractor agrees to retain all books, records and other documents relevant to this agreement for five years after final payment, Federal and/or State auditors and any persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period.

13. The Department shall develop, in cooperation with the Contractor, a system of reports to be made periodically as are or may be necessary to comply with applicable Federal and State requirements.

14. The Department and the Contractor shall through cooperative efforts develop forms, procedures and financial controls for carrying out their respective responsibilities under this agreement.

15. The Contractor shall not assign this agreement without prior written approval of the Department (which shall be attached to the original agreement) and subject to such conditions and provisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total agreed upon prices.

16. The Department and the Contractor shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information, and each agree not to allow examination of records or disclose information, except that examination of records by the Department as may be necessary to assure that the purpose of the agreement will be effectuated, and also to otherwise comply with the Department's requirements and obligations under law will be allowed. In addition, the Department and the Contractor shall be bound by the provisions of 45 CFR 205.50, and all amendments thereof, and any other relevant provision of the state service operation work plans and Federal regulations.

17. The Contractor agrees to comply with the requirements of the Civil Rights Act of 1964.

18. The parties agrees to renegotiate this agreement in the event that the Department of Health, Education and Welfare or the New York State Department of Social Services issue new or revised requirements on the Department as a condition for receiving continued Federal or State reimbursement.

19. This agreement may be amended whenever determined necessary by the Department and Contractor. All amendments must be in writing, duly signed by both parties and be annexed to the contract.

20. This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto.

21. The Contractor will retain all fees collected from eligible individuals required to pay such fees and will reduce its claim for Federal, State or County reimbursements by the amount of such fees determined by the Department to be due from such recipients. The collection of such fees is solely the responsibility of the Contractor.

22. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not, on the grounds of age, race, color, or national origin:

a. deny an individual any services or other benefits provided under the program;

b. provide any service(s) or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the program;

c. subject an individual to segregation or separate treatment in any matter related to his receipt of any service(s) or other benefits provided under the program;

d. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service(s) or other benefits provided under the program;

e. treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s), or other benefits provided under the program;

f. deny any individual an opportunity to participate in the program through the provision of services or otherwise, or will afford him an opportunity to do so which is different from that afforded others under the program.

23. During the performance of this contract, the Contractor

agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retaining, including apprenticeship and on-the-job training.

b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of age, race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Division for Human Rights of such failure or refusal.

c. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, sex, color or national origin.

e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to his books, records and accounts by the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

f. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the Department upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for further contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division for Human Rights have failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the State Division for Human Rights, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights of his designee. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

g. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the Department may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

24. The Contractor agrees to be bound by the provisions of Section 103-a and 103-b of the General Municipal Law of the State of New York which provides in part: that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the Department of Law, head of a city department, or other city agency which is empowered to compel

the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or officials of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

a. The Contractor, its director, and officers, and any firm partnership or corporation of which they are a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal and,

b. This agreement and any and all other contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred and fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or officer may be canceled or terminated by the Department or municipal corporation or fire district without incurring any penalty of damages on account of such cancellation or termination, and any monies owed by the Department or municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

c. The undersigned, as an officer of the Contractor expressly warrants and represents that neither he nor any member, director or officer of the Contractor, prior to the date of execution of this contract, has been called before the grand jury, head of a state department, temporary state commission or other state agency which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the State of New York any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or any political subdivision thereof, or of a public authority or of any fire district, and refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

25. It is hereby agreed that the Contractor will secure compensation insurance to cover employees engaged under this contract in compliance with the provisions of the Workmen's Compensation Law, and keep such employees insured during the life of this contract, and in default thereof, this contract shall be void and of no effect.

*Junior Junction
Day Care Center*

18001
9/1/11-8/31/12

26. The relationship of the Contractor to the Department shall be that of independent contractor. The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to workmen's compensation coverage, or retirement membership or credits.

27. It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission by the Contractor with respect to this Agreement or any terms hereof.

28. By submission of any bid in connection with this agreement, each bidder and each person signing on behalf of any bidder certified, and in the case of a joint bid each party thereto certified as to its own organization under penalty of perjury, that to the best of his knowledge and belief:

(1). The prices in this bid have been arrived at independently without collusion, consultation, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2). Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder 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.

A bid shall not be considered for award nor shall any award be made where (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 (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 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 the immediate preceding

Page 15 of 18
paragraph.

In Witness Whereof, the parties hereunto have signed this attachment and their Agreement for Purchase of Services to which this annenda is annexed and have affixed their signatures on the day and year appearing opposite thereto.

DATE: _____
Anthony J. Picente Jr., Oneida County Executive

DATE: _____
Lucille A. Soldato, Commissioner
Oneida County Department of Social Services

DATE: 2/25/11 _____
Deborah A. George
Contractor

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. 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 applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) 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 undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

- A. The applicant 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 application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

Junior Junction
Day Care Center

18001
9/1/11-8/31/12

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it 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 grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee'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 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 grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying 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 calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 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 grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Junior Junction, Inc.

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Deborah A. George Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Deborah A. George

SIGNATURE

2/25/11

DATE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

March 7, 2011

FN 20 11 - 109

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

HUMAN RESOURCES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

This Purchase of Services Agreement with the Neighborhood Center, Inc. ensures that the individuals providing advocacy services are competent and trained in the area of Child Sexual Abuse Investigation. The Advocates will provide child victims or alleged victims and their non-offending family members, with supportive services in a compassionate and understanding matter, to enable them to begin healing from the trauma of child sexual abuse and/or severe physical abuse.

The Child Advocacy Center has proven itself to be a model program and has been effective in the team-approach of investigation and conviction or perpetrators.

The cost of this Agreement is \$ 78,867 from the June 1, 2011 through May 31, 2012. There is no local cost to support this agreement.

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

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 3/14/11

RECEIVED
ONEIDA COUNTY LEGISLATURE
31 MAR 11 AM 8:36

LAS/tms
attachment

3/7/11
18606

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____.

**Oneida County Board of
Legislators Summary**

Name of Proposing Organization: Neighborhood Center, Inc.
293 Genesee Street
Utica, New York 13501

Title of Activity or Services: Advocacy Services to provide advocacy and guidance for Child Sexual Abuse victims or alleged victims and their families, of Child Sexual Abuse.

Proposed Dates of Operation: June 1, 2011 through May 31, 2012

Client Population/Number to be Served: Children and their families who are victims or alleged victims of Child Sexual Abuse

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Agreement is to assist child victims and their non-offending family members to move forward in their lives following the horrendous crime of child sexual abuse and /or severe physical abuse. The Contractor will provide child victims and their non-offending family members with supportive services in a compassionate and understanding matter, which will enable them to begin healing from the trauma of child sexual abuse and/or severe physical abuse.

The Children who have been sexually abused and/or severely physically abused and have disclosed, need to feel safe when telling of these horrendous acts. The Child Sexual Abuse Advocates will accompany the children and their non-offending family members throughout all processes of this disclosure during medical interview, exam, law enforcement and judicial proceedings. The role of the advocate is supportive, informative and continuous. The Advocates are also active participates with the Child Advocacy Center.

2). Program/Service Objectives and Outcomes

Outcome: Assist child victims and non-offending family members to deal with victimization in the most positive and healing manner possible to minimize trauma associated with child sexual and/or severe physical abuse.

Performance: Victim advocates will be present at initial interviews, medical interviews and examinations, law enforcement and judicial proceedings, or other such meetings in order to support the victims, facilitate future disclosures and promote a coordinated response by the CAC team in

regards to serious abuse cases. In their role the advocates will provide 24 hour crisis intervention as well as maintain regular contact with the victim and/or family. These services will be offered in a manner that reflects cultural competence and family focused planning.

3). Program Design and Staffing Level - Two full-time Child Sexual Abuse Advocates.

Total Funding Requested: \$ 78,867

Oneida County Dept. Funding Recommendation: Account #: A6011.49537

Mandated or Non-mandated Service: Mandated

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

Federal	0.00 %	= \$	0
State	87.32 %	= \$	68,867
Local	0.00 %	= \$	0
Other	12.68 %	= \$	10,000

Cost Per Client Served:

Past performance Served: The Neighborhood Center, Inc. has provided this service to the Department since 2009. The contract cost from June 1, 2010 through May 31, 2011 is \$ 78,867. This contract is the result of a Request for Proposal beginning in 2009, which was awarded to the Neighborhood Center, Inc.

O.C. Department Staff Comments: The Department is satisfied with the provider's service and this is a community wide service not just limited to public assistance recipients.

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the Neighborhood Center, 293 Genesee Street, Utica, New York 13501 (hereinafter called Contractor).

WHEREAS, the Department has the need to provide advocacy and guidance for Child Sexual Abuse victims and/or some family members for individual family in Oneida County,

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is fair and reasonable to provide such services,

NOW THEREFORE, the Contractor agrees to provide two Child Sexual Abuse Victim Advocates which have earned a four year degree in one of the following subjects: Psychology, human development, childhood development, social work, human services, sociology or a related field for victims referred by the Department,

The purpose of this Agreement is to assist child victims and their non-offending family members move forward in their lives following the horrendous crime of child sexual abuse and/or severe physical abuse. The Contractor will provide child victims and their non-offending family members with supportive services in a compassionate and understanding matter, which will enable them to begin healing from the trauma of child sexual abuse and/or severe physical. They will also develop and promote a coordinated response to child sexual abuse and or severe physical abuse; facilitate future disclosures; and collaborate efforts with other CAC team members, including law enforcement, child protective workers, medical personnel and mental health providers, utilizing trained New York State Department of Health certified sexual violence advocates; specifically family advocates.

The Children who have been sexually abused and/or severely physically abused and have disclosed, need to feel safe when telling of these horrendous acts. Disclosures happen at all different times of the day and night. The Child Sexual Abuse Advocates will accompany the children and their non-offending family members throughout all processes of this disclosure, whether it is with an investigator and/or Child Protective Service worker. The role of the advocate is supportive, informative and continuous.

The Child Sexual Abuse Advocates will assist children and their non-offending family members heal from the trauma of child sexual abuse.

The following is a list of services to be provided but not limited to:

- a) Respond to victims and their non-offending family members at the initial reporting of alleged child sexual abuse and/or severe physical abuse
- b) Provide crisis intervention, advocacy/accompaniment and information/referrals to child victims and their non-offending family members throughout the initial interview/investigation process.
- c) Provide supportive information in regards to the interview process; investigation process, criminal justice process; medical services; and all follow-up proceedings pertaining to the allegation of child sexual abuse/severe physical abuse to victims and their non-offending family members.
- d) Schedule and accompany on-site forensic medical exams for child sexual abuse victims.
- e) Schedule initial on-site counseling appointments with Child Advocacy Center mental health sub-contractors for child sexual abuse victims and their non-offending family members.
- f) Provide advocacy/accompaniment and support, after-hours/weekends during the initial disclosure/interview and forensic medical exam to child sexual abuse victims and their non-offending family members as needed.
- g) Provide follow-up services to include but not limited to monthly home visits and weekly phone contact to child sexual abuse victims and their non-offending family members.
- h) Participate in Child Advocacy Center meetings, case reviews, case planning discussion and training as directed by the Child Advocacy Center supervisory staff.
- i) Provide progress notes detailing pertinent case related contacts and information.
- j) Active participation in the Child Advocacy Center in meetings, planning and case discussion as called for or directed by the Child Advocacy Center. Two advocates will be co-located at the Child Advocacy Center to perform said services. The Child Advocates will be supervised by the provider's supervisory staff and overseen by the Child Advocacy Center and the Child Advocacy Center supervisory staff will direct daily activities.
- k) Advocates will make contacts with victims and families independent of medical exams, court appearances, interviews and counseling sessions as directed by Child Advocacy Center staff. Generally, Advocates will have contact with victims and their families in the home at least once a month for the duration of the open case. In addition, Advocates will have weekly phone contact with victims and families for the duration of the open case.
- l) Advocates will keep the caseworker and investigator assigned to the case informed of case developments.
- m) Advocates will attend training as provided by the County of Oneida.
 - a. Program Service Given: While Oneida County is particularly interested in innovative approaches to improving outcomes for families and children, all laws, regulations and Oneida County Department of Social Services procedures must be complied with including the following:
 - i. For Child Sexual Abuse Victims Advocacy services, contractor will cooperate with Oneida County Department of Social Services and will provide the necessary services and documentation to ensure compliance with standards prescribed by federal, state, and local law.
 - ii. The contractor shall not sub-contract any part of this contract award to another agency without written approval from Oneida County

Department of Social Services.

The advocates assigned to the CAC will submit a fingerprint check and along with a SCR/Connections Check (cost will be covered by the Department).

The Child Advocacy Center will provide the advocates on-site supervision and will hold meetings with Contractor on a regular basis and/or as needed. The Contractor will be responsible for any disciplinary issues, if issues are identified and not corrected. The Child Advocacy Center Supervisors will be notified in writing of any disciplinary action taken, including counseling memos, for an advocate assigned within this contract

The Contractor and the Department agree to meet as necessary but at least every 3 months to discuss systems and program issues.

The Department agrees to refer appropriate Child Sexual Abuse Victims and families on a timely basis to utilize the Contractors services,

The Department and the Contractor agree that the goals of this Project are:

The goal is to help child victims and their non-offending family members deal with the victimization, through a team approach, with compassion and understanding, in a positive and healing manner.

Outcome/Measurements

Outcome: Assist child victims and non-offending family members to deal with victimization in the most positive and healing manner possible to minimize trauma associated with child sexual and/or severe physical abuse.

Performance: Victim advocates will be present at initial interviews, medical interviews and examinations, law enforcement and judicial proceedings, or other such meetings in order to support the victims, facilitate future disclosures and promote a coordinated response by the CAC team in regards to serious abuse cases. In their role the advocates will provide crisis intervention as well as maintain regular contact with the victim and/or family. These services will be offered in a manner that reflects cultural competence and family focused planning.

Measurement: 100% of the victim and families served at the CAC will be offered the services of a victim advocate and referred to a victim advocate for follow up.

Measurement: Victim advocates will engage 80% of the victims and families referred for services.

Measurement: 80% of the individuals who received services from the victim advocates will report satisfaction with the quality and availability of the services provided as measured by a client satisfaction survey given after the first 72 hours of service and at the conclusion of their services.

All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any State

Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

The Contractor agrees to comply with all applicable Federal Laws, including the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

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 wastes and recyclables generated within the Authority's service area by performance of this Contract by 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.

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

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

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

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

The Contractor, as a Business Associate of the Department, 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 Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

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

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 Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §

- 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department 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 Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

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

Reporting Requirements

The Contractor agrees to submit a Quarterly Program Report every three months for the duration of the contract. The Contractor must provide statistics report on a monthly basis which must be received monthly no later than the 5th day of the following month of service which will include the following information:

Number of victims and secondary victims served, monthly case load, type of services provided including number and type of contacts per case and comments.

Report must also include section for number of families served each month (broken out by TA-Temporary Assistance and 200% Poverty). In order to have consistent reporting in this section, the

number of families reported each month is to be unduplicated within the contract. A family that is served more than once per month within the contract should be counted only once. If a family receives services from more than one contract with your agency should be counted once per month in each contract that service was received.

The Department must receive monthly reports no later than the 5th day of the following month of service. Reports must be submitted to the Oneida County Contract Administration Office located at 800 Park Avenue, 4th Floor, Utica, New York 13501.

The liaisons for this Contract are:

Jim Brognano ---- Oneida County Department of Social Services,
Sandra Soroka ----- Neighborhood Center

The term of this Agreement shall be from June 1, 2011 through May 31, 2012 and maybe renewed agreeable to each party, and completed prior to the end of the term of this agreement. It is agreed by the Contractor that performance without this agreement will not be paid for by the Department.

The Department agrees to pay the Contractor monthly upon submission of a County Voucher and data to verify claimed expenditures. The total cost of services provided not to exceed \$ 78,867 for a period of one year per the attached County of Oneida Budget.

The Agency agrees to prepare and provide any and all monthly reports required by the County and State Governments pertaining to this contract.

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

It is expressly agreed between the parties that the Contractor is an independent contractor and not in any way deemed to be employee of the Department or the County of Oneida.

It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission on the Contractor with respect to this Agreement or any terms hereof.

This Agreement cannot be assigned by the Contractor without obtaining written approval of the Department.

This Agreement can be terminated with a 30 day written notice by either party.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.

No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

Date: _____
Oneida County Executive: _____
Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____
Oneida County Attorney

Date: 3/7/11
Oneida County Department of Social Services: _____
Lucille A. Soldato, Commissioner

Date: 3/2/11

Agency: _____

Authorized Signature: Sandra L. Soroka

Print Authorized Name: _____

Sandra L. Soroka
Executive Director
Title: _____
Neighborhood Center, Inc.

The Neighborhood Center, Inc.
Child Sexual Abuse Victim Advocacy
June 1, 2011 through May 31, 2012

Salaries		
Case Planner (1)	\$ 29,169	
Case Planner (2)	\$ 28,325	
After Hours Differential	\$ 2,000	
Total Salary Costs	\$ 59,494	
Fringe Benefits	\$ 14,873	
Total Personnel Services	\$74,367	
Admin & Overhead	\$ 0	
Supplies	\$ 0	
Travel/Conference	\$ 4,500	
Total General Operating	\$ 4,500	
	Total Expenses	\$ 78,867

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. 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 applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) 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 undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant 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 application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it 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 grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee'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 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 grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying 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 calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 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 grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Sandra L. Soroka

Executive Director
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)
Neighborhood Center, Inc.

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Sandra L. Soroka
SIGNATURE

3/2/11
DATE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

February 14, 2011

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

FN 20 11 - 110

HUMAN RESOURCES

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 MAR -1 PM 3:37

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

The Purchase of Services Agreement with the Utica Police Department ensures a full-time Utica Police Officer whom is competent and trained in the area of Child Sexual Abuse investigation, will participate at the Child Advocacy Center.

The Child Advocacy Center has been in effect since 1990. This Center is multidisciplinary encompassing Law Enforcement, Child Protective Services, the District Attorney's Office and medical providers with a multidisciplinary approach.

This Agreement is scheduled to become effective January 1, 2011 through December 31, 2011. The total budget for participation of a Utica Police Department is \$ 91,773.75. The City of Utica will contribute 20% of the cost of this Agreement, in the amount of \$ 18,354.75. The total county portion is not to exceed \$73,419 with a local cost of 7.88 % of the total contract or \$ 7,231.77.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
Attachment

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

Anthony J. Picente, Jr.
County Executive

Date 3/25/11

2/14/11
19001

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: City of Utica Police Department
413 Oriskany Street West
Utica, New York 13501

Title of Activity or Services: Child Advocacy Center

Proposed Dates of Operations: 1/1/2011-12/31/2011

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Multidisciplinary team that will increase the number of convictions in Child Sexual Abuse cases with participation from all law enforcement agencies throughout Oneida County. The contract allows for (1) Police Officer from the Utica Police Department to be dedicated to the Child Advocacy Center.

2). Program/Service Objectives and Outcomes -

Provides for participation of a Police Officer at the Child Advocacy Center. The Sexual Abuse Task Force allows Oneida County Department of Social Services to:

- (1). Establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services and Medical Providers Rape Crisis.
- (2). Increase percentage of reported Child Sexual Abuse case that are indicated, prosecuted, and convicted.
- (3). Decrease the number of interviews with the child, level of trauma to the child and secondary victims.

3). Program Design and Staffing Level -

1 Full-time Utica Police Officer

Which will work with a multidisciplinary team consisting of and additional:

1 Full-Time Oneida County Deputy Sheriff

1 Full-Time Rome Police Officer

1 Child Advocacy Administrator through the District Attorney Office

Total Funding Requested: \$ 91,773.75 Total
\$ 73,419.00 County Share
\$ 18,354.75 City Share

Oneida County Dept. Funding Recommendation: Account #: A6011.49537

Mandated or Non-mandated Service: The Department is mandated to investigate instances of alleged abuse or neglect

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

Federal	38.39	%	\$ 35,231.94
State	33.73	%	\$ 30,955.29
County	7.88	%	\$ 7,231.77
City	20.00	%	\$ 18,354.75

Cost Per Client Served:

Past performance Served: The Department has had a contract with the Utica Police Department as part of the Child Advocacy Center since 1990. The Department's 2010 total support for this service was \$ 73,419.00. The City of Utica began paying 20% of the one full time officer since 2002.

O.C. Department Staff Comments: The Department is satisfied with the provider's services.

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the Utica Police Department, 413 Oriskany Street West, Utica, New York 13502 (hereinafter called Contractor).

Whereas, the Department has need for a more intensive and coordinated approach to the investigation of Child Sexual Abuse.

Whereas, the Department desires to establish a Child Advocacy Center to deal with the problem of Child Sexual Abuse who would seek to meet the following goals:

1. Maintain a multidisciplinary team consisting of experienced and trained personnel from CPS, law enforcement, medical providers Rape Crisis, and the District Attorney's office,
2. Increase the percentage of reported child sexual abuse cases that are indicated, prosecuted and convicted,
3. Decrease the number of necessary interviews with the child victim,
4. Decrease the level of trauma to the child victims and secondary victims,
5. Maintain a child-oriented interview setting,
6. Maintain accurate records of reports, arrests, prosecutions, and convictions,
7. Provide on-going training, and
8. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

Now, therefore, the Contractor agrees to provide the Services of a Police Officer on a full-time basis to be assigned solely to the Department for participation in the Child Advocacy Center.

The Contractor agrees to have the police officers stationed on site with the Child Advocacy Center.

The Contractor agrees that the police officers will perform the following task as part of the Child Advocacy Center.

1. Be responsible for the investigation of the Sexual Abuse Allegations.
2. Interview victims using appropriate techniques agreed upon by the Task Force.
3. Interrogate suspects and possible witnesses, under the direction of the District Attorney.
4. Gather and process evidence on the assigned cases.
5. Work in tandem with the Child Protective Services Caseworkers at the Child Advocacy Center.
6. Participate in all meetings of the Child Advocacy Center and to assist in developing the methods and means by operation of the Task Force.
7. Attend all training, as proposed and established as part of the Child Advocacy Center.

The Contractor and the Department agrees that all information exchanged is considered confidential and will be used only for the purpose outlined in the Contract.

The Contractor agrees to comply with the Civil Rights Act of 1964, as amended by Executive Order 11246, 41CF Part 60, Section 504 of the Rehabilitation Act of 1973 and 45 CFR Parts 84 and 85;

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 wastes and recyclables generated within the Authority's service area by performance of this Contract by 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.

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

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

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

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

The Contractor, as a Business Associate of the Department, 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 Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

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

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 Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health

- information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department 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 Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

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

The Department agrees to Pay the Contractor on a monthly basis upon presentation of an Oneida County Voucher, listing the Contract #, Contract name, and an attached data including the Police Officer's Name, salary paid, and fringe, Certified copies of the assigned investigator's official time sheets will be attached to the voucher.

Reimbursement is as follows:

The cost for Salary, overtime and benefits for one full-time Investigator not to exceed \$ 91,773.75, which the County will reimburse the City of Utica 80% not to exceed \$ 73,419. The City of Utica will contribute 20% in the amount of \$ 18,354.75 to support the full-time Officer. Any time spent by the Officer that is not related to the mission of the Child Advocacy Center without the prior approval of the law enforcement coordinator will not be reimbursed.

Any expenses or financial obligations made by the Officer without the prior approval of the law enforcement coordinator will become the responsibility of the contractor.

This Contract may be Amended upon receipt of a statement of applicable salary and fringe changes and upon approval from the Department.

The Contractor agrees to provide an Annual Certification as attached pertaining to this contract as part of the Contractor's Annual independent audit.

The Contractor agrees that all records must be available for a period of 6 years and must be made available for audit by the New York State Department of Social Services, New York State Audit and Control and the Department of Health and Human Services upon request.

The terms of this agreement is from January 1, 2011 to December 31, 2011 and is subject to re - negotiation within 30 days of the expiration date.

This Agreement can be terminated with a 30 day written notice by either party.

It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission by the Contractor with respect to this Agreement or any terms hereof.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: _____

Agency: _____ Utica Police Department

Authorized Signature: Mark Williams

Print Authorized Name: MARK W. WILLIAMS

Title: Chief

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. 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 applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) 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 undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant 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 application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it 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 grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee'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 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 grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying 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 calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 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 grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

City of Utica Police Dept.

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Chief Mark Williams

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Mark Williams

SIGNATURE

DATE

2/9/11

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

February 14, 2011

FN 20 11 - 111

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

HUMAN RESOURCES

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 MAR - 1 PM 3:17

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Enclosed are copies of the Purchase of Services Agreement for Eastern Star Day Care Center Inc. 8280 State Route 69, Oriskany, New York. This center provides safe Day Care Services for children 6 weeks to 5 years. The Department pays for the care of children from eligible families. This resource helps to ensure safe care of children while their families participate in training and/or employment.

The term of the Agreement is May 1, 2011 through April 30, 2012. The rates for Day Care are the "Market Rates" determined by New York State Office of Children and Family Services. The total paid to the Eastern Star Day Care Center from February 1, 2010 through January 31, 2011 was \$66,626.00 with a local share of 4 % or \$ 2,665.04.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 2/25/11

LAS/tms
attachment

2/14/10
16001

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Eastern Star Day Care Center Inc.
8280 St. Rt. 69
Oriskany, New York 13424

Title of Activity or Services: Day Care Services

Proposed Dates of Operations: May 1, 2011 through April 30, 2012

Client Population/Number to be Served: Licensed for a total of (48) children 6 weeks - to 5 years.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Day Care Services located at Eastern Star Day Care Center, 8280 St. Rt. 69, PO Box 627, Oriskany, New York 13424

2). Program/Service Objectives and Outcomes

To provide safe quality day care services to eligible low income employed families or public assistance recipients involved in approved educational, vocational job search or work experience activities.

3). Program Design and Staffing Level -

Total Funding Requested: New York State Market Rates.

Oneida County Dept. Funding Recommendation: Account #: A6055.495

Mandated or Non-Mandated: Mandated Service

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

Federal	84 %	\$ 55,965.84
State	12 %	\$ 7,995.12
County	4 %	\$ 2,665.04

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider since 1989. The provider was paid \$ 66,626.00 for the period of February 1, 2010 through January 31, 2011 which serviced (30) children during this time frame.

O.C. Department Staff Comments: The Department contracts with a number of providers to ensure the availability of services.

2/14/10
16001

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Eastern Star Day Care Center Inc.
8280 St. Rt. 69
Oriskany, New York 13424

Title of Activity or Services: Day Care Services

Proposed Dates of Operations: May 1, 2011 through April 30, 2012

Client Population/Number to be Served: Licensed for a total of (48) children 6 weeks - to 5 years.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Day Care Services located at Eastern Star Day Care Center, 8280 St. Rt. 69, PO Box 627, Oriskany, New York 13424

2). Program/Service Objectives and Outcomes

To provide safe quality day care services to eligible low income employed families or public assistance recipients involved in approved educational, vocational job search or work experience activities.

3). Program Design and Staffing Level -

Total Funding Requested: New York State Market Rates.

Oneida County Dept. Funding Recommendation: Account #: A6055.495

Mandated or Non-Mandated: Mandated Service

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

Federal	84 %	\$ 55,965.84
State	12 %	\$ 7,995.12
County	4 %	\$ 2,665.04

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider since 1989. The provider was paid \$ 66,626.00 for the period of February 1, 2010 through January 31, 2011 which serviced (30) children during this time frame.

O.C. Department Staff Comments: The Department contracts with a number of providers to ensure the availability of services.

DAY CARE SERVICES

Agreement made this 1ST day of MAY, 2011, by and between the Oneida County Department of Social Services, located at 800 Park Avenue, Utica, NY hereinafter called the Department and EASTERN STAR DAY CARE CENTER, located at 8280 ST.RT.69 ORISKANY, NEW YORK 13424 hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Oneida, hereinafter called the Commissioner, is authorized under Section 410 of the Social Services Law (SSL) to provide Day Care Services at public expense for children residing in her territory who are eligible therefore pursuant to criteria established by the New York State Department of Social Services, and

WHEREAS, the Commissioner may provide such Day Care Services either directly or through the purchase of such care from a private non-profit corporation or association pursuant to Section 410 (3) (a) of said SSI, or if the Center is a private proprietor a waiver has been granted pursuant to Section 410.3 and

WHEREAS, the Contractor is authorized to provide Day Care Services by reason of holding a valid permit pursuant to Section 390 SSI, and

WHEREAS, Day Care Services are included in the latest Comprehensive Annual Social Services Program Plan for New York State including the Oneida County Social Services District, and

WHEREAS, the Department feels that the amount of funds to be paid to the Contractor is reasonable and necessary to assure quality of services; and

WHEREAS, it is economically and organizational feasible for the Department to contract with the Contractor for the performance of these services;

NOW THEREFORE, the parties in consideration of the above, do covenant and agree as follows:

1. The Contractor shall furnish to the Department Day Care Services as follows:

Objectives

(a) To provide quality day care to children between 6 weeks and 14 years of age for a portion of the day and less than 24 hours, outside their home in accordance with State and Federal standards

Location of Services

(b) The Contractor will provide the agreed services at its place(s) of business, SEE ATTACHED APPENDIX. There are no other locations where the Contractor will provide services.

Unit of Service

(c) A unit of service is defined for the purpose of this agreement, as the care of a child for one week, five full days of at least six hours per day.

(d) A child in care at this Center must be at least 6 WKS and no more than 5 YRS of age since this is the basis for issuance of their permit.

2. The Department will pay the Contractor Per Market Rates for each unit of service (ref., item 1. (c) provided pursuant to this agreement. This rate per service unit has been determined by the Department to be an amount reasonable and necessary to assure the quality of the day care services purchased per DSS 1993, Annual Day Care Budget form. Part-time rate will be individually negotiated.

3. This Agreement may be terminated by either party upon 30 days notice to the other party.

4. Performance under this agreement shall commence on MAY 1, 2011 and shall terminate on APRIL 30, 2012, and maybe renewed in writing from renegotiations agreeable to each party, and completed prior to the end of the Term of this agreement. It is agreed by the Contractor that performance without this agreement will not be paid for by the Department.

5. The parties hereto agree to abide by all the items and requirements set forth in Contract Attachment A, hereto annexed and made part hereof, or as the same may be amended by amendments hereto.

Department will not be responsible for any fee and all clients supplemented by Social Services funds will not be required to pay a registration fee.

Now therefore, the Department will allow for payment of 4 absentee days per month.

In Witness Whereof, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 1/19/11

Agency: Eastern Star Daycare Center Inc.

Authorized Signature: Karen L. Faro

Print Authorized Name: Karen L. Faro

Title: Financial Director

CONTRACT ATTACHMENT A

The parties to the Purchase of Services Agreement made on the 1 ST day of MAY 2011, By and Between the Oneida County Department of Social Services, located at County Office Building, 800 Park Avenue, Utica, New York, hereinafter called the Department and EASTERN STAR DAY CARE CENTER, located at 8280 ST.RT. 69, ORISKANY, NEW YORK 13424 hereinafter called the Contractor do hereby agree that this Attachment A is part and parcel of aforesaid agreement and do further covenant and agree as follows:

1. If and so long as funds are available therefore, the Contractor shall furnish services to persons determined by the Department to be eligible therefore, in accordance with standards prescribed by the Department and by the State Department of Social Services.

2. If and so long as funds are available therefore, the Department shall purchase from the Contractor, any or all of the services set forth in this agreement which the Contractor may furnish to persons eligible therefor.

3. The Department shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for the above services to be purchased by the Department and to be furnished by the Contractor to those persons determined to be eligible therefore in accordance with the Social Services Law of the State of New York and the Regulations of the New York State Department of Social Services, and the Department will retain continuing, basic responsibility for determining the eligibility of persons for such services.

4. The Department shall perform the functions of determining eligibility and developing the individual plans of services in accordance with applicable Federal and State requirements, pursuant to the procedures and criteria established by the Department.

5. The Department shall furnish such services in accordance with applicable requirements of law and shall cooperate with the Department, as may be required so that the Department and the New York State Department of Social Services will be able to fulfill their function and responsibilities as the Single State Agency under Title XX and the other applicable provisions of the Social Security Act and the Social Services Law and be able to meet all the applicable requirements, both State and Federal pertaining thereto.

6. The Contractor will establish a system through which recipients may present grievances about the operation of the service program. The Contractor will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

7. The Department shall notify applicants for or recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon a

request for service with reasonable promptness. Whenever an applicant or recipient requests a fair hearing, the New York State Department of Social Services will provide such a hearing through its regular fair hearing procedures.

8. (a) The Department working through the State Department of Social Services shall be responsible for establishing fair hearing procedures; holding fair hearings and issuing appropriate decisions thereon; and taking such steps as may be necessary to enforce its determinations and decisions. The Department shall provide the Contractor with copies of its decision.

(b). The Contractor, upon the request of the Department shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

9. Designated representatives of the Department and of the State Department of Social Services shall have access to persons who are eligible for or who may be eligible for the services herein, and to the records of such persons for the purpose of the proper discharge of its responsibilities under this agreement.

10. The Contractor agrees to maintain books, records documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement.

These records shall be subject at all reasonable times for inspection, review or audit by State personnel and other personnel duly authorized by the Department, as well as by Federal personnel when Federal funds are being utilized in making payments to the Contractor.

The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by and on forms furnished by the Department.

The Contractor agrees to include these requirements in all subcontractors and assignments.

11. Contractor agrees to maintain program records required by the Department and agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services-may be conducted at a reasonable time by appropriate State and Federal personnel and other persons duly authorized by the Department.

12. The Contractor agrees to retain all books, records and other documents relevant to this agreement for five years after final payment, Federal and/or State auditors and any persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period.

13. The Department shall develop, in cooperation with the Contractor, a system of reports to

be made periodically as are or may be necessary to comply with applicable Federal and State requirements.

14. The Department and the Contractor shall through cooperative efforts develop forms, procedures and financial controls for carrying out their respective responsibilities under this agreement.

15. The Contractor shall not assign this agreement without prior written approval of the Department (which shall be attached to the original agreement) and subject to such conditions and provisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total agreed upon prices.

16. The Department and the Contractor shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information, and each agree not to allow examination of records or disclose information, except that examination of records by the Department as may be necessary to assure that the purpose of the agreement will be effectuated, and also to otherwise comply with the Department's requirements and obligations under law will be allowed. In addition, the Department and the Contractor shall be bound by the provisions of 45 CFR 205.50, and all amendments thereof, and any other relevant provision of the state service operation work plans and Federal regulations.

17. The Contractor agrees to comply with the requirements of the Civil Rights Act of 1964.

18. The parties agrees to renegotiate this agreement in the event that the Department of Health, Education and Welfare or the New York State Department of Social Services issue new or revised requirements on the Department as a condition for receiving continued Federal or State reimbursement.

19. This agreement may be amended whenever determined necessary by the Department and Contractor. All amendments must be in writing, duly signed by both parties and be annexed to the contract.

20. This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto.

21. The Contractor will retain all fees collected from eligible individuals required to pay such fees and will reduce its claim for Federal, State or County reimbursements by the amount of such fees determined by the Department to be due from such recipients. The collection of such fees is solely the responsibility of the Contractor.

22. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not, on the grounds of age, race, color, or national origin:

- a. deny an individual any services or other benefits provided under the program;
- b. provide any service(s) or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the program;
- c. subject an individual to segregation or separate treatment in any matter related to his receipt of any service(s) or other benefits provided under the program;
- d. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service(s) or other benefits provided under the program;
- e. treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s), or other benefits provided under the program;
- f. deny any individual an opportunity to participate in the program through the provision of services or otherwise, or will afford him an opportunity to do so which is different from that afforded others under the program.

23. During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retaining, including apprenticeship and on-the-job training.

b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of age, race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents

and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Division for Human Rights of such failure or refusal.

c. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, sex, color or national origin.

e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to his books, records and accounts by the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

f. 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 wastes and recyclables generated within the Authority's service area by performance of this Contract by 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.

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

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

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

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

h. The Contractor, as a Business Associate of the Department, 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 Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

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

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 Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the

2. Contractor's own proper management and administration; and
The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department 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 Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is

interpreted by a court in a manner impacting the Department's HIPAA compliance, or

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

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

i. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the Department upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for further contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division for Human Rights have failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the State Division for Human Rights, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights of his designee. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

j. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the Department may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

24. The Contractor agrees to be bound by the provisions of Section 103-a and 103-b of the General Municipal Law of the State of New York which provides in part: that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the Department of Law, head of a city department, or other city agency which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or officials of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

a. The Contractor, its director, and officers, and any firm partnership or corporation of which they are a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five(5) years after such refusal and,

b. This agreement and any and all other contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred and fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or officer may be canceled or terminated by the Department or municipal corporation or fire district without incurring any penalty of damages on account of such cancellation or termination, and any monies owed by the Department or municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

c. The undersigned, as an officer of the Contractor expressly warrants and represents that neither he nor any member, director or officer of the Contractor, prior to the date of execution of this contract, has been called before the grand jury, head of a state department, temporary state commission or other state agency which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the State of New York any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or any political subdivision thereof, or of a public authority or of any fire district, and refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

25. It is hereby agreed that the Contractor will secure compensation insurance to cover employees engaged under this contract in compliance with the provisions of the Workmen's Compensation Law, and keep such employees insured during the life of this contract, and in default thereof, this contract shall be void and of no effect.

26. The relationship of the Contractor to the Department shall be that of independent contractor. The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to workmen's compensation coverage, or retirement membership or credits.

27. It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission by the Contractor with respect to this Agreement or any terms hereof.

28. By submission of any bid in connection with this agreement, each bidder and each

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

(1). The prices in this bid have been arrived at independently without collusion, consultation, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2). Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder 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.

A bid shall not be considered for award nor shall any award be made where (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 therefore. Where (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 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 the immediate preceding paragraph.

In Witness Whereof, the parties hereunto have signed this attachment and their Agreement for Purchase of Services to which this annenda is annexed and have affixed their signatures on the day and year appearing opposite thereto.

Date: _____

Oneida County Executive: _____
Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____
Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____
Lucille A. Soldato, Commissioner

Date: 1/18/11

Agency: Eastern Star Daycare Center Inc.

Authorized Signature: Karen L. Faro

Print Authorized Name: Karen L. Faro

Title: Financial Director

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. 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 applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) 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 undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant 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 application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery,

*Eastern Star Day Care Center Inc.
Day Care Services*

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5/1/11-4/30/12

bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. The applicant that it 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 grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee'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 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 grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-
 - 1. Abide by the terms of the statement and;
 - 2. Notifying 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 calendar days after such conviction;
 - (e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.
 - (f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other

appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 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 grant.

Check if there are workplaces on file that are not identified here.

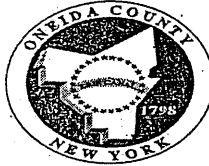
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Karen L. Faro Financial Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Karen L. Faro 1/19/11
SIGNATURE DATE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

February 17, 2011

FN 20 11 - 112

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

HUMAN RESOURCES

WAYS & MEANS

2011 MAR - 1 PM 2:57
RECEIVED
ONEIDA COUNTY LEGISLATURE

Dear Mr. Picente:

I am submitting the following sample contract for all thirty eight (38) Purchase of Service Agreements for Review and approval by the Board of Legislators per Board Resolutions and Local Law # 3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

I am respectfully requesting that this sample contract be approved for all thirty eight (38) Agreements under one resolution, however if there are concerns with any individual Institutions, that institution or institutions maybe omitted and processed separately.

The following is a list of the thirty eight (38) Institutional Foster Care Agencies:

Baker Victory Services
780 Ridge Road
Lackawanna, New York 12029

Charlton School
P.O. Box 47
Burnt Hills, New York 12027

Berkshire Farm Center
Route 22
Canann, New York 12029

Children's Home Of Jefferson
1704 State Street
Watertown, New York 13601

Buffalo Urban League
15 East Genesee Street
Buffalo, New York 14202

Children's Home of Kingston
26 Grove Street
Kingston, New York 12401

Cayuga Home For Children
P.O. Box 865, 101 Hamilton Ave.
Auburn, New York 13021

Children's Home of Wyoming Conference
1182 Chenango Street
Binghamton, New York 13901

Community Maternity Services
27 North Main Street
Albany, New York 12203

Crestwood Children's Center
2075 Scottsville Road
Rochester, New York 14623

Devereux Foundation
P.O. Box 490A
Villanova, PA 19085

Elmcrest Children's Center
960 Salt Springs Road
Syracuse, New York 13324

Equinox
95 Central Avenue
Albany, New York 12206

Gateway – Longview
605 Niagara Street
Buffalo, New York 14201

Glove House Inc.
220 Franklin Street
Elmira, New York 14904

Hillside Childrens Center
1183 Monroe Avenue
Rochester, New York 14620

Jewish Child Care Association of NY
120 Wall Street
New York, New York 10005

Kidspace National Centers Inc.
1650 Broadway
Bethlehem, PA 18015

Kidspace National Centers of
North America, Inc.
4900 McGrane Road
Romulus, New York 14541

Lake Grove School
P.O. Box 712, Meriches Road
Lake Grove, New York 11755

LaSalle School
391 Western Avenue
Albany, New York 12203

Lincoln Hall
P.O. Box 600 RT # 202
Lincolndale, New York 10540

Mountain Lake Children's Residence Inc.
50 Riverside Drive
Lake Placid, New York 12946

Northeast Parent & Child Society
1 Genium Plaza
Schenectady, New York 12304

Oswego County Opportunities, Inc.
239 Oneida Street
Fulton, New York 13069

Parsons Child & Family Center
60 Academy Road
Albany, New York 12208

Snell Farms Children's Center, In.
7320 Snell Hill Road
Bath, New York 14810

St. Catherines Center for Children
40 North Main Avenue
Albany, New York 12203

St. Anne Institute
160 North Main Avenue
Albany, New York 12206

St. Cabrini Home, Inc.
Route 9 West
West Park, New York 12493

St. Colmans Home
11 Huswell Road
Watervliet, New York 12189

St. Joseph's Villa Of Rochester
3300 Dewey Avenue
Rochester, New York 14616

The Astor Home for Children
6339 Mill Street, P.O. Box 5005
Rhinebeck, New York 12572

Toomey Residential & Community Services
1654 West Onondaga Street
Syracuse, New York 13204

The William George Agency Children's Services
380 Freeville Road
Freeville, New York 13068

Vanderheyden Hall
P.O. Box 219
Wynantskill, New York 12198

The House of the Good Shepherd
1550 Champlin Avenue
Utica, New York 13502

You Gotta Believe
1728 Mermaid Avenue
Brooklyn, New York 11224

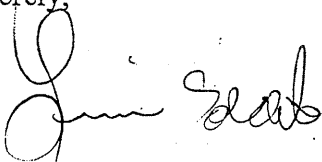
The thirty eight Institutions provide Institutional Foster Care with several levels of care. They provide essential care to children in Oneida County's custody who are in need of higher levels of care beyond foster care. The Institutions offer many different services with each Institution specializing in one or two specialized areas of expertise.

The Institutions provide specialized Institutional Foster Care for those children who are unable to remain at home with their biological parents, due to issues of abuse or neglect, voluntary transfer of custody to Oneida County Department of Social Services or children who have been determined by Family Court to be delinquent or persons in need of supervision.

New York State Office of Children and Family Services assign the rates for the facilities. The term of these Agreements is July 1, 2011 – June 30, 2012. Total cost in 2010 was \$17,636,366.46 with a local share of 30 % or \$ 5,290,909.94.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

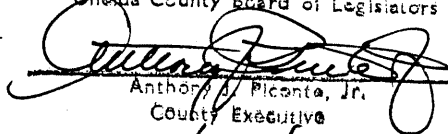
Sincerely,



Lucille A. Soldato
Commissioner

LAS/tms
Attachment

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



Anthony J. Picanto, Jr.
County Executive

Date 3/25/11

2/17/11

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Various Foster Care Institutions
(See Attached Summary for listing of all thirty eight (38)
Institutions.)

Title of Activity or Services: Institutional Foster Care for Children

Proposed Dates of Operations: July 1, 2011 through June 30, 2012

Client Population/Number to be Served: Children in need of Institutional Foster Care up to age 18 or in some cases 21.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

To provide institutional foster care for those children under the age 18 or in some cases 21 who have been adjudicated as neglected or abused. Person in need of supervision or delinquents. Those whose parents or legal guardians have voluntarily transferred custody to Oneida County Department of Social Services. Those children whose custody has been involuntarily committed by the court to an authorized agency or a foster parent in accordance with section 384-b of the Social Services Law or article 6 of the Family Court Act.

2). Program/Service Objectives and Outcomes -

Institutional Foster Care for those children who are unable to remain at home with their biological parents due to issues of abuse and neglect, voluntary transfer of custody to Oneida County Department of Social Services or those children who have been determined by Family Court to be delinquent or persons in need of supervision (PINS).

3). Program Design and Staffing Level - N/A

Total Funding Requested:

Rates are determined by New York State Office of Children and Family Services.

The Daily rates approved for each Institution can be found in the attached summary.

Oneida County Dept. Funding Recommendation: Account #:A6119.495

Mandated or Non-Mandated: Mandated Service

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

Federal	36.5 % =	\$ 6,437,273.76
State	33.5 % =	\$ 5,908,182.76
County	30.0 % =	\$ 5,290,909.94

Cost Per Client Served: Attached Summary List has statistics for all thirty eight (38) Institutions being approved. The Department paid a total of \$ 17,636,366.46 for all (38) Institutions in 2010.

Past performance Served:

O.C. Department Staff Comments: The Department is satisfied with the performance of all institutions and the Department contracts with a number of Institutions to ensure the availability of services when needed.

The Institutions offer many varied services, with each Institution specializing in different areas of specialization (see attached summary under specialized services).

2/17/11

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

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INSTITUTIONS

CONTRACT NUMBER	NAME	ADDRESS	SPECIALIZED SERVICES	DAILY RATES	AMOUNT PAID IN 2010
90101	Baker Victory Services	780 Ridge Road Lackawanna, New York 14218	DSS residential services OMH residential services OMHD services Group Home	I \$ 213.63 GR FBH \$ 51.82 L-HTTP \$ 203.37 GH \$ 274.86 MD-HTTP \$ 352.33 \$ 432.13	80,716.47
90201	Berkshire Farm Center	Route 22 Canaan, New York 12029	drug/alcohol program sex offender program aggression/replacement tx Supervision of adoptive placement special needs adoption services	FBH \$ 41.19 FBH-T \$ 63.79 FBH \$ 21.68	743,433.54
97501	Buffalo Urban League	15 East Genesee Street Buffalo, New York 14202	emotionally disturbed developmentally disabled independent living program deaf	GH \$ 324.83 I \$ 238.26 FBH-T \$ 81.08 L-HTTP \$ 348.50 I \$ 210.02	168,647.13
90401	Cayuga Home For Children	P.O. Box 965, 101 Hamilton Ave. Auburn, New York 13021	emotionally disturbed developmentally disabled independent living program	GH \$ 324.83 I \$ 238.26 FBH-T \$ 81.08 L-HTTP \$ 348.50 I \$ 210.02	168,647.13
90501	Charlton School	P.O. Box 47 Burnt Hills, New York 12027	fire setters independent living	I \$ 222.59 FBH \$ 39.92 FBH-T \$ 57.48	1,951,808.52
90601	Childrens Home Of Jefferson	1704 State Street Watertown, New York 13601	developmentally disabled multi-handicapped	I \$ 222.59 FBH \$ 39.92 FBH-T \$ 57.48	1,951,808.52
95501	Children's Home of Kingston	26 Grove Street Kingston, New York 12401	Mental Health Child Welfare Youth Development	I \$ 235.78 GH \$ 205.99 L-HTTP \$ 312.07	48,016.71
90701	Childrens Home of Wyoming Conference	1182 Chenango Street Binghamton, New York 13901	fire setters diagnostic services	FBH \$ 32.58 GH-E \$ 252.46 FBH-T \$ 49.64 I \$ 228.20 GH \$ 210.59 I-E \$ 251.35	151,066.39
90801	Community Maternity Services	27 North Main Street Albany, New York 12203	maternity shelter foster care independent living	FBH \$ 41.57 GR \$ 154.11 FBH-S \$ 21.44 ABH-E \$ 306.27 GH \$ 194.61	185,703.36
90901	Crestwood Children's Center	2075 Scottsville Road Rochester, New York 14623	intensive/secure program fire setters	I \$ 245.15 CSE Main \$ 334.49	-
91101	Devereux Foundation	P.O. Box 490A Villanova, PA 19085	emotionally disturbed-severe / multi-handicapped such as: mild retardation, speech impaired, etc.	FBH \$ 191.70 I-FS \$ 320.58 I-E \$ 265.14 L-HTTP \$ 287.84 I \$ 185.28	1,530,981.68
91301	Elmcrest Childrens Center	960 Salt Springs Road Syracuse, New York 13324	diagnostic unit multi-handicapped sex offenders program	ABH \$ 191.70 I-FS \$ 320.58 I-E \$ 265.14 L-HTTP \$ 287.84 I \$ 185.28	1,530,981.68
91401	Equinox	95 Central Avenue Albany, New York 12206	drug / alcohol issues fire setters independent living program	GR \$ 187.14	-
91701	Gateway - Longview	6350 Main Street Williamsville, New York 14221	drug/alcohol program multi-handicapped respite foster care	L-HTTP \$ 350.56 I \$ 212.21 FBH \$ 32.51 FBH-T \$ 70.37 GH \$ 115.17	131,262.44
91801	Glove House Inc.	220 Franklin Street Elmira, New York 14904	Alcohol/Drug Treatment sexual offender/victim emotionally disturbed residential facility Group Home	GH-Tioga \$ 222.51 FBH-T \$ 58.66 FBH \$ 28.39	138,143.32
91901	Hillside Childrens Center	1183 Monroe Avenue Rochester, New York 14620	diagnostic unit sex offender program residential tx facility non secure detention	FBH \$ 46.97 L-HTTP Horton \$ 332.49 FBH-T \$ 81.57 L-HTTP Varick \$ 346.94 GH-E \$ 310.89 L-HTTP Systems \$ 439.88 I \$ 298.32 L-HTTP critical \$ 366.07	961,414.94

INSTITUTIONS

CONTRACT NUMBER	NAME	ADDRESS	SPECIALIZED SERVICES	DAILY RATES	AMOUNT PAID IN 2010	
95601	Jewish Child Care Association of NY	120 Wall Street New York, New York 10005	mental health child welfare youth development	I - Edenwald \$254.65 I-Pleasantville \$ 278.70 I-HTP \$ 335.10	GH \$ 343.26 ABH \$ 209.45 FBH \$ 44.20	-
92201	Kidspace National Centers Inc.	1650 Broadway Behlshem, PA 18015	sex offender program drug/alcohol program	FBH-T \$ 52.53 FBH \$ 38.72	-	-
92202	Kidspace National Centers of North America, Inc.	4900 McGrane Road Romulus, New York 14541	sex offender program drug/alcohol program	FBH-T \$ 52.53 FBH \$ 38.72	-	-
92401	Lake Grove Schools	P.O. Box 712, Merchus Road Lake Grove, New York 11755	emotionally disturbed developmentally disabled	I-ED \$ 221.44	-	-
92501	LaSalle School	391 Western Avenue Albany, New York 12203	sex offender program emotionally disturbed	I \$ 229.13	184,958.56	-
92701	Lincoln Hall	P.O. Box 600 RT # 202 Lincolndale, New York 10540	drug/alcohol program emotionally disturbed	I \$ 231.56	784,598.90	-
94801	Mountain Lake Children's Residence, Inc.	50 Riverside Drive Lake Placid, New York 12946	drug/alcohol program fire setters	I \$ 205.43 I-HTP \$ 371.47	-	-
92801	Northeast Parent & Child Society	1 Genium Plaza Schenectady, New York 12304	drug/alcohol program diagnostic unit	FBH-T \$ 63.66 GH \$ 224.61 I \$ 247.76	I-E \$ 277.85 I-HTP \$ 399.04	140,574.26
92901	Oswego County Opportunities, Inc.	239 Oneida Street Fulton, New York 13069	emotionally disturbed group home	ABH \$ 229.60	-	-
93101	Parsons Child & Family Center	60 Academy Road Albany, New York 12208	fire setters emotionally disturbed crisis residence	FBH \$ 37.24 GH \$ 217.93 G-H-E \$ 341.82	GH-S \$ 268.00 I \$ 265.46 FBH-T \$ 80.87 I-S \$ 267.22	10,285.66
94601	New Life Homes/ Snell Farm Inc.	7320 Snell Hill Road Bath, New York 14810	Anger Management Victim Therapy Sexual Education/Social Skills	I \$ 325.05	-	-
93501	St. Catharines Center for Children	40 North Main Avenue Albany, New York 12203	diagnostic unit fire setters multi-handicapped group home	FBH \$ 44.72 GH \$ 280.98 GR-prog 1 \$ 314.69 GR-prog 2 \$ 298.54	463,767.65	-
93401	St. Anne Institute	160 North Main Avenue Albany, New York 12205	drug/alcohol program emotionally disturbed	I \$ 153.45	I - HTP \$ 312.82	316,113.37
93901	St. Cabrini Home, Inc.	Route 9 West West Park, New York 12493	drug/alcohol program sex offender program	ABH \$ 224.92 GH \$ 191.12	392,508.31	-
93601	St. Colmans Home	11 Huswell Road Waterlief, New York 12189	drug/alcohol program multi-handicapped autistic / deaf	ABH \$ 137.60 I \$ 169.93	34,081.13	-
95401	St. Joseph's Villa of Rochester	3300 Dewey Avenue Rochester, New York 14616	Serious Mental Health Behavioral Issues Psychiatric Illness	I \$ 211.25 GH \$ 234.47	-	-

INSTITUTIONS

CONTRACT NUMBER	NAME	ADDRESS	SPECIALIZED SERVICES	DAILY RATES	AMOUNT PAID IN 2010	
93801	The Astor Home for Children	6339 Mill Street, P. O. Box 5005 Rhinebeck, New York 12572	fire setters emotionally disturbed	I \$ 202.71 FBH-T \$ 58.53 I-HTP \$ 315.15	80,146.51	
94001	The William George Agency's Children Services, Inc.	380 Freewille Road Freewille, New York 13068	drug/alcohol program critical care unit	I \$ 186.66 I-HTP-SO \$ 287.31 I-HSP-S \$ 265.83	866,424.91	
92101	The House of the Good Shepherd	1550 Champlin Avenue Ulica, New York 13502	drug/alcohol program diagnostic unit emotionally disturbed residential tx facility non-secure detention	critical care unit sexual offender program multi-handicapped respite fire setters	I \$ 190.80 I-E \$ 245.03 I-HTP \$ 368.17 GHE \$ 265.39	8,109,014.44
94201	Toomey Residential & Community Services	1654 West Onondaga Street Syracuse, New York 13204	fire setters multi-handicapped ICF (OMH) Mother/baby	developmentally disabled autistic respite (OMH)	ABH \$ 237.76 FBH-T \$ 36.39 FBH \$ 32.77	3,481.09
94301	Vanderheyden Hall	P. O. Box 219 Wyantskill, New York 12198	developmentally disabled sexual offenders program OMRDD programs	fire setters independent living program	ABH \$ 215.40 GHS \$ 217.29	153,030.01
95801	You Gotta Believe	1728 Mermaid Avenue Brooklyn, New York 11224	Supervision of adoptive placement special needs adoption services	Adopt-free \$ 35.62	-	
Total Paid 2010					17,636,366.46	

Key for Daily Rates:

- ABH = Agency Boarding Home
- ABH - E = Agency Boarding Home Emergency
- FBH = Foster Boarding Home
- FBH - E + Foster Boarding Home Emergency
- FBH-S = Foster Boarding Home Special
- FBH-T = Foster Boarding Home Therapeutic
- GH = Group Home
- GH-E = Group Home Emergency
- GH-S = Group Home Special
- GR = Group Residence
- I = Institutional Rate
- I-E = Institutional Emergency
- I-FS = Institutional Family Support
- I-S = Institutional Special
- I-SI = Institutional Sexual Issues
- M = Maternity
- R = Residential
- MD-HTP = Multiple diagnosis

**AGREEMENT
FOR PURCHASE OF FOSTER CARE FOR CHILDREN**

This AGREEMENT made this 1st day of July, 2011, by and between the County of Oneida through the Oneida County Department of Social Services, hereinafter called the Department, located at 800 Park Avenue, Utica, New York 13501, and Foster Care Institution hereinafter the Agency, located at _____ a foster care agency otherwise authorized by the New York State Office of Children and Family Services to provide foster care services.

WHEREAS, the Commissioner of Social Services of the County of Oneida, hereinafter Commissioner, is charged with the responsibility for the administration of all child welfare services in the County of Oneida pursuant to Section 395 et seq. of Social Services Law; and

WHEREAS, the Agency, under the terms of its corporate authority has the power to provide the services required to be performed pursuant to this Agreement, and

WHEREAS, the Department believes that the amount of funds to be paid to the Agency is reasonable and necessary to provide quality services;

NOW THEREFORE, in consideration of the mutual promises herein contained the Department and the Agency mutually agree as follows:

SECTION I- DEFINITIONS

Whenever the following terms are used in this Agreement and schedules attached hereto, they have the following meaning unless otherwise clearly noted:

1. **ADULT PERMANENCY RESOURCE** means a caring committed adult who has been determined by the Department to be an appropriate and acceptable resource for a child and is committed to providing emotional support, advice and guidance to the child and to assisting the child as the child makes the transition from foster care to responsible adulthood.
2. **AGENCY BOARDING HOME**, as defined in 18 NYCRR 441.2(i) and as described in 18 NYCRR Part 447, means a family-type home for the care and maintenance of not more than six (6) children operated by an authorized agency, in quarters or premises owned, leased or otherwise under the control of such agency, except that such a home may provide care for more than six (6) brothers and sisters of the same family.
3. **AGENCY WITH DESIGNATED CASE PLANNING RESPONSIBILITY** is the Department or voluntary authorized agency of the assigned Case Planner.
4. **ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE** means a permanency planning goal to assist foster care youth in their transition to self- sufficiency by connecting the youth to an adult permanency resource,

equipping the youth with life skills and, upon discharge, connecting the youth with any needed community and/or specialized services.

5. **ASSIGNED ROLE** means the role in the family services stage designated for each caseworker in the stage. The assigned role determines worker responsibilities and contract obligations of the worker's Department or Agency. Assigned roles are always initially designated by the Department and include: case manager, case planner, caseworker, and child protective services monitor. After a role is assigned to an Agency worker, it may be reassigned to another worker within that Agency.
6. **ASSOCIATED CASE WORKER** is a case worker, other than the case planner for the family, who is responsible for assessment, service provision, and planning for one or more specific child(ren) in the family who are placed in the worker's Agency.
7. **AUTHORIZED AGENCY**, as defined in section 371(10)(a) and (b) of the Social Services Law, includes either a social services district, an Indian tribe that has entered into an agreement with the New York State Office of Children and Family Services to provide foster care, or a corporation organized under the laws of New York State and approved by the New York State Office of Children and Family Services to provide foster care.
8. **CASE CONSULTATION** means the steps taken to assist in the development of the permanency hearing report and preparation for the permanency hearing in accordance with the standards set forth in 18 NYCRR 428.9(b) and (c).
9. **CASE INITIATION DATE (CID)** means the earliest of:
 - a. the initial date of application for foster care services, mandated or non-mandated preventive services for children;
 - b. the date that a report to the Statewide Central Register of Child Abuse and Maltreatment is determined to be indicated;
 - c. the date of placement of a child in foster care pursuant to Article 3 or 7 of the Family Court Act or the date of removal of a child from his or her home which led to placement in foster care either pursuant to Article 10 of the Family Court Act or section 383-c, 384 or 384-a of the Social Services Law or placement in the direct legal custody of a relative or other suitable person by the court pursuant to Article 10 of the Family Court Act; or
 - d. the date of a court-ordered preventive services or commitment of care, custody and/or guardianship of a child to the Department for placement with a voluntary authorized agency or foster parent.
10. **CASE MANAGEMENT** means those activities referenced in 18 NYCRR 428.2(b) related to overseeing all aspects of a case, including but not limited to: the making of timely and accurate eligibility determinations and service authorizations; following procedural safeguards regarding protection of the rights of the parents and child; providing care, maintenance and services appropriate to the child's needs; accepting voluntary placement

agreements under appropriate circumstances; timely initiating all appropriate judicial proceedings; approving each family assessment and service plan; and timely and accurate entry of all data required to be entered in the Welfare Management System (WMS), the Child Care Review Service (CCRS), CONNECTIONS and any other Statewide automated child welfare information system designed by the New York State Office of Children and Family Services. Case management is always the responsibility of the Department.

11. **CASE MANAGER** is an employee of the Department with responsibility to authorize the provisions of services; to approve client eligibility determinations according to 18 NYCRR 423.3(b), 430.9, 430.10 and 432.2; and to approve in writing or by electronic equivalent the family assessments and service plans, as defined in 18 NYCRR Part 428. The case manager is responsible for role assignment in the family services stage.
12. **CASE PLANNING** means those activities referenced in 18 NYCRR 428.2(c) necessary for provision, arrangement, coordination and evaluation of the services specified in the child and family's service plan. In addition, case planning includes referring the child and his or her family to providers of services as needed, and delineating the roles of the various service providers. Case planning responsibility also includes documenting client progress and adherence to the service plan by recording in the Uniform Case Record that such services are provided, as required by 18 NYCRR Part 428 and 18 NYCRR 430.9 through 430.12, and making casework contacts or arranging for casework contacts as required under 18 NYCRR 423.2(b)(3), 423.4(c)(1)(ii)(d)(2), 432.2 and 441.21.
13. **CASE PLANNER** is the caseworker with the primary responsibility for providing, or coordinating and evaluating, the provision of services to the family. The case planner delineates the roles of the various service providers and requires collaboration among all the case workers assigned to the family services stage so that a single family assessment and service plan is developed. The case planner is responsible for the family assessment and service plan and its submission to the case manager for approval. There is a single case planner, who may be an employee either of the Department or the Agency, assigned per family services stage. The case manager may be assigned as the case planner and perform the dual roles of case manager and case planner, except for approval of the family assessment and service plan which becomes the responsibility of the case manager's supervisor in this instance.
14. **CASE WORKER** is any additional Department or Agency staff other than case manager or case planner directly involved in a child welfare case who provides services to any family member, or assesses, evaluates, makes casework contacts, and/or arranges or coordinates one or more aspects of service delivery. The case worker contributes to the development of the family assessment and service plan as directed by the case planner. There may be multiple case workers assigned to a family services stage.
15. **CHILD PROTECTIVE SERVICES MONITOR** is an employee of the Department's child protective service who is monitoring services being provided by someone other than a

child protective service employee to the children and family named in an indicated report of child abuse or maltreatment.

- 16. DEEMED TO HAVE A GOAL OF DISCHARGE TO ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE** means any child sixteen (16) years of age or older who has resided in foster care for at least twelve (12) months within the past thirty-six (36) months and who has a goal of discharge to parents or relatives or adoption. The category "deemed to have a goal of discharge to another planned living arrangement with a permanency resource" requires the same services as if the child has a goal of discharge to another planned living arrangement with a permanency resource.
- 17. DISCHARGE SERVICES** means supervision services and may include the provision of, referral to, or coordination with other appropriate services, when the child has been returned to the home of his or her parents, other relatives, primary resource person or an adult permanency resource, as described in 18 NYCRR 430.12.
- 18. FAMILY ASSESSMENT AND SERVICE PLAN** means the assessment and analysis of the family members' strengths, needs and problems; and the plan for services, as required by 18 NYCRR Part 428.
- 19. FAMILY SERVICES INTAKE** means the CONNECTIONS stage for documentation of family information and events prompting the opening of a family services stage. A family services intake must be completed before a family services stage can be opened.
- 20. FAMILY SERVICES STAGE** means the CONNECTIONS stage for documentation of cases open for child welfare services. There can be only one (1) open family services stage for a family per social services district. The family services stage is linked to a family case that is comprised of all past and current stages for the family.
- 21. FUNDING ELIGIBILITY** means the initial determination of a family's eligibility for foster care services and required periodic re-determinations consistent with provisions of federal and State statutes and regulations, including but not limited to Title IV-E of the Social Security Act.
- 22. FOSTER CARE OF CHILDREN** means all activities and functions provided relative to the care of a child away from his or her home twenty-four (24) hours per day in a foster family free home or a duly certified or approved foster family boarding home, or a duly licensed or certified group home, agency boarding home, child care institution, health care facility or any combination thereof. Foster care of children also means activities and functions relative to the care of a child away from his or her home twenty-four (24) hours per day in a home or facility operated or licensed by the New York State Office of Mental Health, New York State Office of Mental Retardation and Developmental Disabilities, or the New York State Office of Alcohol and Substance Abuse Services in accordance with the provisions of section 398(6)(g)(2) of the Social Services Law and the memorandum of

understanding between the New York State Office of Children and Family Services and such Office in accordance with Title IV-E of the Social Security Act.

- 23. FOSTER CHILD** means a child who meets the criteria of 18 NYCRR 441.2(a).
- 24. FOSTER FAMILY BOARDING HOME**, as defined in 18 NYCRR Part 443, means a residence owned, leased, or otherwise under the control of a single person or family who has been certified or approved by an authorized agency or by the New York State Department of Mental Hygiene or the New York State Office of Children and Family Services to care for children, and such person or family receives payment from the Agency for the care of such children.
- 25. FOSTER PARENT** means a person, other than the child's parent, stepparent, or legal guardian, but including a relative within the third degree to the child's parent or step-parent, who is certified or approved to board children who are in the care, custody or guardianship of an authorized agency or the New York State Office of Children and Family Services, and who are placed for temporary or long term care.
- 26. GROUP HOME**, as defined in 18 NYCRR 441.2(h) and as described in 18 NYCRR Part 448, means a family-type home for the care and maintenance of not less than seven (7), nor more than twelve (12) children who are at least five (5) years of age, operated by an authorized agency, in quarters or premises owned, leased or otherwise under the control of such agency, except that the minimum age limitation is not applicable to siblings placed in the same facility nor to children whose mother is placed in the same facility.
- 27. INSTITUTION**, as defined in 18 NYCRR 441.2(f) and as addressed in 18 NYCRR Part 442, means any facility operated by an authorized agency for the care and maintenance of thirteen (13) or more children.
- 28. LIFE SKILLS SERVICES** means services designated to assist foster children and former foster children to prepare for employment and post secondary education, and to make the transition to responsible adulthood. Life skills services include, but are not limited to, structured programs of vocational training, life skills instruction, post discharge services and supervision until twenty-one (21) years of age.
- 29. PERMANENCY HEARING REPORT** means a sworn report as defined in section 1087 of the Family Court Act prepared in accordance with section 1089 of the Family Court Act in the form and manner as required by the New York State Office of Children and Family Services. The permanency hearing report must be filed with the court and submitted to the parties and other persons set forth in section 1089 of the Family Court Act no later than 14 days prior to each permanency hearing that includes, but not limited to, information regarding the health and well-being of the child, the reasonable efforts that have been made since the last permanency hearing to finalize the child's permanency plan and the recommended permanency plan for the child.

- 30. PUBLIC CHARGE** means a child whose income and resources, including available parental support, are insufficient to meet the total cost of foster care, including the cost of clothing and providing for the child's special needs.
- 31. REFERRAL** means a request made by the Department that the Agency provide a service for a public charge.
- 32. PRIMARY RESOURCE PERSON** means any individual related or unrelated to a child who is determined by the Department and the Agency to be an actual or potential source of support, care or assistance for the child.
- 33. SERVICE PLAN REVIEW** means a case conference, including at least the case planner or the child's caseworker and a third party reviewer. Efforts must be made to involve the child's parent(s), unless their rights to the child have been terminated, the child's guardian(s), the child ten (10) years of age or older, unless there is a documented reason related to the current necessity of placement why the child should not be involved, the child's current foster parent, caretaker relative or pre-adoptive parent and other participants to review and develop a service plan for the case in accordance with the standards set forth in 18 NYCRR 428.9 and 430.12(c)(2). A service plan review conference is required in order to complete the comprehensive assessment and service plan and each and family reassessment and service plan when a child is in foster care, except that a permanency hearing satisfies the requirements for a service plan review if such permanency hearing is held and completed within six (6) months of the previous service plan review.
- 34. SUPERVISION SERVICES** means referral to or coordination with other appropriate available services for a child, until the child becomes twenty-one (21) years of age, when the child has been discharged to another planned living arrangement with a permanency resource as described in 18 NYCRR 430.12.
- 35. THIRD PARTY REVIEWER** means an administrator or other person not responsible for the case management or delivery of services to a case or in the direct line of supervision for that case. The third party reviewer is a required participant in service plan reviews.
- 36. UNIFORM CASE RECORD** means all documentation, both electronic and external, as required by 18 NYCRR Parts 428 and 466.

SECTION II - TERM OF AGREEMENT AND RENEWAL

1. The term of this Agreement is from July 1, 2011 through June 30, 2012 (maximum of twelve (12) months) and may be renewed in writing from year to year thereafter, subject to annual negotiations.
2. The parties hereto are under no obligation to renew this Agreement or to purchase or provide any care after the expiration of the term set forth herein or any renewal thereof, except as herein provided. Either party should give notice in writing of its intention not to renew the Agreement at least six (6) months prior to the expiration of this Agreement.
3. If negotiations for a new Agreement have not been completed upon expiration of this Agreement or subsequent renewal, the parties must enter into a written interim continuation agreement covering the period until negotiations are completed and a new Agreement is executed.
4. It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission by the Contractor with respect to this Agreement or any term hereof.

SECTION III - SCOPE OF SERVICES

1. It is mutually agreed between the Department and the Agency that the Agency will provide foster care services and provide or obtain appropriate medical services in accordance with the standards prescribed by the New York State Office of Children and Family Services and as prescribed by federal and New York State laws and regulations, including, but not limited to Article 6 of the Social Services Law; 18 NYCRR Parts 427, 428, 430, 431 and 441-451; and the Program Narrative, which is attached hereto and incorporated herein as Schedule A.
2. The Agency warrants that it and its staff have all the necessary licenses, approvals and certifications currently required by the laws of any applicable municipality or local, state or federal government. The Agency further agrees to keep such required licenses, approvals and certificates in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames. The Agency shall promptly notify the Department of any enforcement action taken with respect to such license, approval or certificate and any action the Agency is taking with respect thereto. The Department agrees to thereafter notify the New York State Office of Children and Family Services of such enforcement action and Agency remediation.
3. The Department is responsible for the determination of eligibility of children for foster care through all applicable funding streams pursuant to the regulations, policies and procedures of the New York State Office of Children and Family Services and applicable federal requirements. The Department is also responsible for the determination of eligibility for adoption, eligibility for federal adoption assistance or State adoption subsidy in accordance with 18 NYCRR 421.24.

4. The Department is responsible for the initial and continued authorization of Medical Assistance eligibility and verification of citizenship or qualified immigration status of children in foster care pursuant to the regulations, policies and procedures of the New York State Office of Children and Family Services, and the New York State Department of Health and applicable federal requirements. The Department is responsible for the review of the status of Medical Assistance eligibility and authorization of continuous coverage for Medical Assistance for children in foster care at the time of discharge from foster care.

5. The Agency agrees to provide foster care for children in accordance with the Program Narrative and rates of payment appended to this Agreement as Schedules A and B. These rates are to be negotiated in accordance with the regulations of the New York State Office of Children and Family Services.

6. The Agency and the Department must cooperate in collecting and entering data into the child welfare information systems (WMS, CCRS and/or CONNECTIONS) and any other statewide automated child welfare information system designated by the New York State Office of Children and Family Services in the form and manner required by the New York State Office of Children and Family Services. The Agency will provide such information to said data system as is required by the Department. The Agency, at the option of the Department, agrees to record information in WMS and CCRS, as required, until CONNECTIONS is implemented by the Department.

7. To the extent that CONNECTIONS is implemented in the district, as determined by the New York State Office of Children and Family Services, CONNECTIONS will be the system of record and the Agency must enter and maintain required child welfare information, including but not limited to, person and family information, periodic family assessment and service plans, plan amendments, and Progress Notes in CONNECTIONS. The Agency must review all current information about its cases that is recorded by other workers in the family services stage. As additional components of CONNECTIONS are implemented in the district, as determined by the New York State Office of Children and Family Services, during the duration of this Agreement, CONNECTIONS will be the system of record in regard to such components and the Agency must enter and maintain required child welfare information in CONNECTIONS.

Once CONNECTIONS is implemented in the district, the Agency may not use its own internal system in lieu of CONNECTIONS. The Agency agrees to comply with applicable statutory and regulatory standards for recording child welfare information including, but not limited to, 18 NYCRR Parts 428 and 466.

8. The Agency must keep all CONNECTIONS equipment secure from theft and unauthorized use.

9. The Agency will not discriminate against employees, applicants for employment, or applicants for or recipients of services because of race, creed, color, national origin, gender, age, disability, marital status or sexual orientation.

10. The Department and Agency agree to provide the following in relation to each child covered by this Agreement. Department options are identified in Schedule C, which is attached hereto and incorporated into this Agreement.

A. STANDARDS RELATED TO PLACEMENT

1. Intake for Family Services

The Department, or the Agency at the option of the Department, will complete the family services intake, including but not limited to:

- a. completion of the Application for Services (DSS-2921);
- b. entry of demographic information into CONNECTIONS to create the Uniform Case Record Face Sheet;
- c. completion of all required CONNECTIONS Intake components; and
- d. performance of a person and case search to relate known persons and cases, unless the Department specifically retains this responsibility.

In the event the Agency completes the family services intake, it must submit it to the Department for acceptance within (5) [but no more than five (5)] days of taking the intake or the day upon which the child entered the Agency, whichever is earlier.

In the event that a child in the custody of the Department is placed by the court directly into the care of the Agency, or in the event a child in the custody of the New York State Office of Children and Family Services is placed directly into the care of the Agency, the Agency must complete the family services intake as described above and submit it to the Department for acceptance within (5) [but no more than five (5)] days of the day upon which the child entered that agency.

2. Opening of a Family Services Stage and Designation of Case Planner

Only the Department can open a family services stage. When the Department completes or accepts a family services intake, the Department will stage progress the family services intake to a family services stage and assign a worker role to the Agency that identifies Agency responsibilities in the family services stage.

The Department will open the family services stage and assign an Agency worker as either case planner for the family or case worker for the child at the time of the child's admission to the Agency or within (5) (but no more than five (5)) days of submission of the family services intake.

The Department will enter in CONNECTIONS the names and roles of any other case workers and service providers assigned to the case.

The provisions of this paragraph also apply to a child placed solely in the legal custody of the Commissioner of the New York State Office of Children and Family Services who is placed directly in the care of the Agency. For foster children placed solely in the legal custody of the Commissioner of the New York State Office of Children and Family Services and cared for by the Agency, the Department shall assign a role of case planner or case worker, as appropriate, in the Family Services stage to the Agency, and a role of case worker to the New York State Office of Children and Family Services within five (5) days of the family services intake. For those children in the legal custody of the Commissioner of the Department who are subsequently also placed into the legal custody of the Commissioner of the New York State Office of Children and Family Services and placed by the court in the care of the Agency, the Department shall determine and assign the case planner and the role of case worker to any other Agency staff and staff of the New York State Office of Children and Family Services, as appropriate, within five (5) days of intake. Such children shall be identified to be in the "joint custody" of the Commissioner of the Department and the Commissioner of the New York State Office of Children and Family Services.

3. Case Initiation Date (Day 1)

CONNECTIONS will calculate the Case Initiation Date (CID), in accordance with 18 NYCRR Part 428. The CID will be designated and displayed in CONNECTIONS as soon as a child protective services report is indicated, or upon worker entry of the date of application for services, date of removal/placement (depending on the category of foster care placement), or date of court-ordered services. The system will use the earliest of these dates as the CID.

4. Designation of Program Choice and Permanency Planning Goal

The Department or the Agency with designated case planning responsibility, at the option of the Department, must initially set child program choice(s) and a permanency planning goal. Where the Agency with designated case planning responsibility must initially set child program choice(s) and a permanency planning goal, the Agency with designated case planning and the Agency of the associated case worker must review and update program choice(s) and a permanency planning goal in CONNECTIONS, as appropriate, prior to opening each family assessment and service plan. The case planner, or the associated case worker at the direction of the case planner, must record programmatic eligibility for foster care placement and preventive services within each family assessment and service plan, while the Department must determine eligibility for all applicable funding streams.

The Department will remain responsible for reviewing the child's permanency planning goal throughout the foster care episode and will make a determination as to whether the permanency

plan goal for each child is appropriate and that the Agency has considered all appropriate options for discharge, including:

- a. return to parent or guardian;
- b. adoption;
- c. legal guardianship or legal custody
- d. placement with a fit and willing relative; or
- e. placement in another planned living arrangement that includes a significant connection to an adult who is willing to be a permanency resource for the child, if there is a compelling reason for determining that it is not in the best interests of the child to have any of the discharge options noted in a-d above. Another planned living arrangement includes either discharge to another planned living arrangement with a permanency resource or adult residential care.

The Department will notify the Agency with designated case planning responsibility if the Department requires a change to the permanency planning goal or if the permanency goal is modified by the court.

5. Initial Family Assessment & Service Plan

The Agency with designated case planning responsibility must complete the initial family assessment and service plan and submit it to the case manager for approval no later than ten (10) days prior to the due date of the initial family assessment and service plan. The family assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case manager.

The Agency of the associated case worker must complete the initial family assessment and service plan components including case update, child strength, needs and risk scales, foster care issues, assessment analysis, and service plan outcome and activity blocks for the associated child, within the time period directed by the case planner.

Where there is a program choice of child protective, the case planner is responsible for the completion of the safety and risk assessment components of the family assessment and service plan, unless the child protective services worker/monitor is so designated by the Department. Completion of the safety and risk assessments is the responsibility of the case planner in non-protective cases.

If the Department places the child with the Agency within fifteen (15) days prior to the due date, or after the due date, of the initial family assessment and service plan, the Department will retain the role of case planner and such designated worker will complete the initial family assessment and service plan and submit it to the case manager for approval before assigning the Agency as designated case planner. A worker designated by the Agency will be assigned the role of caseworker in the interim. Where the Department case manager is also serving as case

planner, the family assessment and service plan must be submitted to the case manager's supervisor for approval.

The provisions of this paragraph and paragraphs (6) and (7) of the section dealing with "Standards Related to Placement" also apply to a foster child solely in the legal custody of the New York State Office of Children and Family Services who is placed directly in the care of the Agency. For a foster child placed solely in the legal custody of the New York State Office of Children and Family Services and cared for by the Agency, the Agency shall submit the family assessment and service plan to both the Department and the New York State Office of Children and Family Services for approval. The Department will have the ministerial CONNECTIONS role of case manager and the New York State Office of Children and Family Services will have the programmatic and functional role of case manager over such children. For children in the "joint custody" of the Commissioner of the Department and the New York State Office of Children and Family Services, the Agency shall submit the family assessment and service plan to both the Department and the New York State Office of Children and Family Services for approval. To the extent that the child is in the legal custody of the Commissioner of the Department, the Department, in cooperation with the New York State Office of Children and Family Services, retain the programmatic and functional role of case manager for such children.

6. Comprehensive Family Assessment & Service Plan and Subsequent Reassessment Family Assessment & Service Plans

The Agency with designated case planning responsibility must complete the ninety (90)-Day comprehensive family assessment, the first family reassessment and service plan no later than two hundred and ten (210) days from the case initiation date and each six (6)-month subsequent family assessment and service for the case as long as the Agency is the designated case planner and the child remains in the care of that Agency, unless the child entered the care of the Agency within thirty (30) days prior to the date the comprehensive or reassessment family assessment and service plan is due.

If the child was previously in the care of another Agency that had case planning responsibilities, and entered the care of the Agency within thirty (30) days prior to the date the family assessment and service plan is due, the Agency with previously designated case planning responsibility must complete the family assessment and service plan for that period and reassignment of the case planner role will be delayed until after its approval. If the child was not previously in care but entered the care of the Agency within thirty (30) days prior to the date the family assessment and service plan is due, the Department will complete the family assessment and service plan for that period and delay reassigning the case planner role until after its approval.

The Agency with designated case planning responsibility must complete the appropriate family assessment and service plan and submit it to the case manager for approval no later than ten (10) days prior to the date it is due as specified in 18 NYCRR Part 428. The family assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case manager. The Agency of the associated case worker must complete the family assessment and service plan components including case update, child strength, needs and risk

scales, foster care issues, assessment analysis, and service plan outcome and activity blocks for the associated child, within the time period directed by the case planner.

Where there is a program choice of child protective, the case planner is responsible for the completion of the safety and risk assessment components of the family assessment and service plan, unless the child protective services worker/monitor is so designated by the Department. Completion of the safety assessment is the responsibility of the case planner in non-protective cases.

The Department case manager will review and either approve or reject the family assessment and service plan no later than five (5) days following the submission of any family assessment and service plan.

If, after reviewing any family assessment and service plan, the Department disagrees with the assessment or the plan of services, the Department will contact the Agency with case planning responsibility within five (5) days of submission of the family assessment and service plan to discuss the area(s) of disagreement and necessary revisions. The modified family assessment and service plan, containing the revisions as agreed to by both parties, must be resubmitted by the Agency with case planning responsibility to the case manager for approval within five (5) days of the rejection of the family assessment and service plan. The assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case manager.

7. Plan Amendment/Status Changes

If one of the following changes in program status occurs after completion of the initial, comprehensive or reassessment family assessment and service plan, and before the subsequent family assessment and service plan can be opened on the system, a plan amendment must be completed and submitted to the case manager for approval as required by 18 NYCRR Part 428:

- a. Preventive services are started for a child;
- b. Preventive services are ended for a child;
- c. Case open to CPS;
- d. Case closed to CPS;
- e. A child is removed from his or her home and enters or reenters foster care;
- f. A child is moved from one foster care setting to another;
- g. A child is removed from his or her home and is placed in the direct custody of a relative or other suitable person pursuant to Article 10 of the Family Court Act;

- h. A child becomes legally freed for adoption;
- i. A child is discharged (trial or final) from foster care, including finalization of adoption;
or
- j. At the Department's option, the Agency must complete a plan amendment for a change to the visiting plan for a child, or for any other status change the Department so delegates.

The Agency with designated case planning responsibility or the Agency of the associated case worker of the relevant child, as determined by the Department, must complete the plan amendment as appropriate in accordance with the standards set forth in 18 NYCRR 428.7. The Agency with designated case planning responsibility must submit the plan amendment. The plan amendment must be approved by the case planner's supervisor prior to its submission to the case manager.

If a status change occurs subsequent to completion of the initial family assessment and service plan, it must be documented and approved by the Department within thirty (30) days of the change, except for when a case is opened for child protective services or child protective services are ended for a case, which must be documented and approved by the social services district having case management responsibility for the case within seven (7) days of the change. Except for the status changes referenced in (E) and (G) above, any other status change that occurs at the time of, or within sixty (60) days prior to, the due date of the next family assessment and service plan, the status change may be documented and approved as part of the next family assessment and service plan. Documentation within the family assessment and service plan must include all information regarding the status change required by the New York State Office of Children and Family Services. Such documentation must be provided in the form and manner as required by the New York State Office of Children and Family Services and, where appropriate or where a child has been removed from his or her home, must include a visiting plan and an update of the service plan for the family.

Documentation of status changes, whether on the plan amendment or within the family assessment and service plan, must include all information regarding the status change required by the New York State Office of Children and Family Services and, where appropriate, include an update of the service plan for the family.

8. Progress Notes

The Agency must maintain Progress Notes as required by 18 NYCRR 428.5. Progress Notes must be recorded in CONNECTIONS. The Agency must also review all current information about its cases that is recorded by other workers in the family services stage.

9. Maintenance of Current Information

The Agency is responsible for keeping demographic and tracked child detail information regarding the child and his/her family updated in CONNECTIONS. This includes designation of primary and secondary caretakers, maintenance of the family relationship matrix, and recording of child program choice(s) and permanency planning goal.

10. CONNECTIONS/UCR

The intake, family assessment and service plan, plan amendments, service plan reviews and Progress Notes must be recorded, submitted, approved, and maintained through CONNECTIONS.

11. Provision of Client Services

When any approved family assessment and service plan identifies needed services which the Agency does not provide, the Department, upon confirmation of the need for services, will directly provide or arrange for provision of those services to the clients.

12. Legal Activities

a. 358-a Petitions

If the child enters foster care pursuant to a voluntary placement agreement executed pursuant to section 384-a of the Social Services Law or a surrender executed pursuant to section 384 of the Social Services Law, the Department is responsible for the filing of the 358-a petition for court approval of the voluntary agreement or surrender within the time frames specified in section 358-a of the Social Services Law.

b. Permanency Hearings

- i. Permanency hearings must be held in accordance with the standards set forth in the Social Services Law and the Family Court Act.
- ii. For foster children placed pursuant to Article 10 of the Family Court Act, sections 384 and 384-a of the Social Services and all foster children completely freed for adoption, the following standards apply: 1) the initial permanency hearing for a child completely freed for adoption must be commenced no later than thirty (30) days after the hearing at which the child was freed and must be completed no later than thirty (30) days after commencement; 2) the initial permanency hearing for a child who is not completely freed for adoption must be commenced on the date certain established by the court that may be no later than six (6) months from the date that is sixty (60) days after the child was removed from his or her home and must be completed within thirty (30) days after commencement; and 3) all subsequent permanency hearings must be

commenced on the date certain established by the court that may be no later than six (6) months from the completion of the previous permanency hearing and must be completed with thirty (30) days after commencement.

- iii. The Department shall be responsible for the completion and the submission of the permanency hearing report required in accordance with Article 10-A of the Family Court Act, unless otherwise expressly specified by this Agreement.
- iv. For foster children placed pursuant to either Article 3 or 7 of the Family Court Act who are not freed for adoption the following standards apply: 1) the initial permanency hearing must be held no later that within twelve (12) months of the date the child is considered to have entered foster care or at an earlier date as required by State law or the court (for the purposes of this Agreement, a child is considered to have entered foster care pursuant to Article 3 or 7 on the date that is sixty (60) days after the child was removed from his or her home); and 2) all subsequent permanency hearings must be held every twelve (12) months from the preceding permanency hearing or at an earlier date as required by State law or by the court. Unless otherwise specified, the Department will file the petition for a permanency hearing.
- v. For all categories of placements, the Agency agrees to provide the designated Department case manager with all requested documents determined by the Department as necessary to support a petition for a permanency hearing or the permanency hearing report, as applicable and the Agency must provide the Department with such documentation in support of the (permanency hearing/extension) petition or the permanency hearing report at least thirty (30) days prior to the date the Department must submit the permanency hearing report or file the petition with the court.

c) Section 1089 Orders

The Department or Agency in receipt of an order of disposition issued pursuant to section 1089 of the Family Court Act must notify the other of such disposition. Such notice must be provided within ten (10) days of the receipt of the court's disposition or no later than five (5) days prior to any necessary action, whichever is earlier. The Agency must comply with the dispositional decisions, unless such decisions involve an order to finalize an adoption proceeding, in which case compliance is the responsibility of the Department.

If the Department or the Agency receives an order from the Family Court pursuant to section 1089 of the Family Court Act requiring diligent efforts or an order to initiate a proceeding to legally free a child for adoption, the Department or the Agency will notify the other in writing or electronically of the order and send a copy of the order to the Department or Agency. Notification will take place within ten (10) days of the receipt of the order. Once the Agency is notified of the court order, it is the Agency's responsibility to comply with

the court order through working with the child and the family in regard to the exercise of diligent efforts. It is the responsibility of the Department or the Agency, at the option of the Department, to follow through on the necessary legal aspects of legally freeing a child for adoption.

d) Other Court Orders

The Department or Agency in receipt of any dispositional order of the court must notify the other of such disposition within ten (10) days of the receipt of the court's disposition, or no later than five (5) days prior to any necessary action, whichever is earlier. The Department will determine whether the Department or the Agency is responsible for carrying out orders of the court and so notify the Agency. The Agency must comply with any such orders so designated as their responsibility.

e) Agency Cooperation

The Agency agrees to provide appropriate staff as requested by the Department to testify in court in support of permanency goals or petitions for the extension of, or challenges to placement or in any other court proceedings where the testimony of staff of the Agency is deemed necessary by the Department. The Agency agrees to provide appropriate staff as requested by the Department to testify in court in support of a determination that reasonable efforts were made to finalize the foster child's permanency plan or to enable the foster child to return home safely.

f) Recording of Legal Activities

The Department, or the Agency at the option of the Department, must enter information regarding all filed legal petitions, court hearings and their resulting orders into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS legal functionality is implemented in the Department's district, as determined by the New York State Office of Children and Family Services, legal petitions, hearings and orders must be recorded in CONNECTIONS.

13. Registration and Photo Listing

The Agency must register and/or photo list with the New York State Adoption Service (NYSAS) any child in its care who is freed for adoption after the child enters the care of that Agency consistent with the standards and within the time frames specified by law and regulation including 18 NYCRR Part 420. If the Agency requires information from the Department for such registration and/or photo listing, it must notify the Department in writing of the information required. At the time the appropriate forms are sent to NYSAS, copies of the forms must also be sent to the Department.

The Agency must register with NYSAS any person who has applied to adopt a handicapped or hard to place child in accordance with the standards set forth in section 372-b(2-a) of the Social Services Law and 18 NYCRR Part 424.

The Department, or the Agency at the option of the Department, must enter information regarding adoption activities into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS adoption functionality is implemented in the Department's district, as determined by the New York State Office of Children and Families, registration and photo listing must be recorded, maintained, submitted and approved through CONNECTIONS, as specified in Schedule C.

B. STANDARDS RELATING TO NECESSITY AND APPROPRIATENESS OF PLACEMENT

1. Necessary Activities Prior to Placement

If a child at risk of placement is unknown to the Department or is a sibling of another child who is currently in the care of the Agency, the Agency must notify the Department of an impending foster care placement within five (5) days of the identification of the child as being at risk of care so the Department can authorize the preventive services to be provided by the Agency and/or direct the Agency to locate alternative living arrangements for the child, as appropriate.

If authorized by the Department, the Agency must offer preventive services to the child and the child's family prior to the child's foster care placement and attempt to locate safe alternative living arrangements, pursuant to 18 NYCRR Section 430.10.

2. Necessity and Appropriateness of Placement

The Department will require that the Agency with designated case planning responsibility, or the Agency of the associated case worker, document sufficient assessment information as required by 18 NYCRR 430.10 and 430.11 in the family assessment and service plan to justify the placement of the child into foster care and to justify the placement of a child into a specific type or level of placement. If the placement does not meet the standards set out in 18 NYCRR 430.11 for that specific type/level of care, the Department will so notify the Agency and request modified and updated assessment information.

3. Continued Necessity and Appropriateness of Placement

The Department will require that the decision to continue a child in a foster care setting and the decision to transfer a child to a specific type/level of placement are made pursuant to 18 NYCRR 430.10 and 430.11.

The Agency with designated case planning responsibility, or the Agency of the associated case worker, as determined by the Department, must document sufficient assessment information as required by 18 NYCRR 430.10 and 430.11 in the family assessment and service plan to warrant the continued placement of the child in foster care. If applicable, such documentation must justify the placement of the child in a more restrictive level of care than where the child was previously placed, and/or document compliance with the continuity of environment standards set forth in 18 NYCRR Section 430.11 if a change in placement has occurred since the prior family assessment and service plan review.

The Agency also must provide, or arrange for, services that attempt to alleviate the circumstances or needs of the child or the child's family that may be causing the child's placement.

DILIGENCE OF EFFORT

1. Consistency

The Agency with designated case planning responsibility and the Agency of the associated case worker must verify and document that the service goals and tasks included in the family assessment and service plan for the child and/or family are related to the specific needs exhibited by the child and/or family which contributed to the child's eventual placement in care. The Agency must complete the family assessment and service plan for the child and/or family with supporting, relevant documentation.

2. Service Plan Review

The Agency with designated case planning responsibility, or other agency specified by the Department, must convene and hold the review panel for each service plan review in compliance with 18 NYCRR 430.12(c)(2) no earlier than sixty (60) days, but no later than ninety (90) days from the date the child was removed from his or her home, or where the child is placed in foster care pursuant to Article 3 or 7 of the Family Court Act, no earlier than sixty (60) days, but no later than ninety (90) days from the date the child was placed in foster care. The case planner or other convener is responsible for notifying the Department at least two (2) weeks prior to the scheduled review date and for inviting the case manager, and child protective services monitor if applicable, to attend the service plan review.

The Agency with designated case planning responsibility, or the Department at its option, is responsible for locating an independent third party reviewer to attend and participate at the service plan review. The Agency with designated case planning responsibility is responsible for inviting other case workers and service providers to the service plan review and obtaining their input into the service plan.

The Agency with designated case planning responsibility must make efforts to involve all required participants in the development and review of the service plan and at the case service plan review conference in compliance with 18 NYCRR 430.12(c)(2)(i)(a).

The Agency with designated case planning responsibility is responsible for inviting each participant in writing, or by electronic notice if the invitee has access to CONNECTIONS, at least two (2) weeks prior to the service plan review. The Agency must hold service plan reviews by the family assessment and services plan submission date in all cases.

A permanency hearing satisfies the requirements for a service plan review if such permanency hearing is held and completed within six (6) months of the previous service plan review.

In accordance with 18 NYCRR 430.12 (c)(2)(i)(b), when possible, the Agency with designated case planning responsibility representative must, no later than thirty (30) days after the date of the service plan review, make face-to-face contact with the invited participants who were unable to attend the service plan review. At the face-to-face contact, the Agency must provide the participants with the information required by 18 NYCRR 430.12 (c)(2)(i)(b).

If the face-to-face contact is not possible, the Agency must send the invited participants a letter informing them that the service plan review was held and that a copy of the service plan and all other information required by 18 NYCRR 430.1(c)(2)(i)(b) will be made available to them upon request, provided, however, a copy of the service plan must be given to the child's parent(s).

The Agency must document in CONNECTIONS that each of the above requirements has been met.

3. Case Consultation

The Agency with designated case planning responsibility, or other specified agency at the option of the Department, must satisfy the case consultation requirements set forth in 18 NYCRR 428.9 for each child defined in section 1087 of the Family Court Act in preparation for each permanency hearing held in accordance with Article 10-A of the Family Court Act, including those where the permanency hearing will satisfy the requirement for the service plan review.

The case consultation must be conducted no earlier than sixty (60) days, prior to the date certain of the permanency hearing and must be completed with sufficient time to finalize and submit the permanency hearing report at least fourteen (14) days before the date certain for the permanency hearing.

The Agency with designated case planning responsibility, or other agency specified by the Department, must comply with the standards relating to participation, purpose and documentation of the case consultation process, as set forth in 18 NYCRR 428.9(b)-(c).

4. Casework Contacts

The Agency with designated case planning responsibility and the Agency of the associated case worker must maintain casework contacts with the child and the child's current foster care caretaker (or provider) once the child enters the Agency's care. Casework contacts must be provided in accordance with 18 NYCRR 430.12(c)(3) and 441.21.

The Department has the option, on a case-by-case basis, to continue to provide case planning services and make casework contacts with the family. If the Department chooses to exercise this option, it will notify the Agency at the time the case is referred to the Agency and the Agency will be assigned the role of case worker.

5. Visitation

The Agency with designated case planning responsibility and where there is one or more children placed in an Agency other than the Agency with case planning responsibility, the Agency of the case worker associated with the child will be responsible for facilitating visitation between the child and the child's parent and/or sibling(s), as required by 18 NYCRR 430.12(d)(1) and 431.10(e).

The Department has the option on a case-by-case basis to continue to provide services to the parents, siblings or relatives and to maintain the responsibility for facilitating the parent-child visitation. If the Department chooses to exercise these options, the Department will so notify the Agency no later than ten (10) days after the child's admission to the Agency.

6. Time in Foster Care

If the child has a permanency planning goal of return to parents or relatives, the Department is responsible for reviewing the child's placement and court related information in CONNECTIONS and/or CCRS to take required actions under federal and New York State statute and regulation, including but not limited to, those requirements relating to permanency planning and/or the filing of a petition to terminate parental rights, as set forth in section 384-b(3)(l) of the Social Services Law and 18 NYCRR 430.12(e) and 431.9.

The Department will notify the Agency to review the case to determine if preventive services could aid in the discharge of the child, and to make a recommendation to the Department. If preventive services are authorized by the Department and cannot be provided by the Agency, the Department will notify the Agency regarding which specific agency is to provide such services.

7. Unplanned Termination

Termination of Placement - The Agency must give the Department a minimum of a fifteen (15) days prior written notice of its intention to request the removal of a child in the Agency's care. Should termination of placement be necessary for any reason for a child specifically placed with the Agency by court order, the Department will seek termination or modification of the placement order in the appropriate Family Court.

At the point that the Agency can no longer provide for a child at the appropriate type and level of placement needed by the child within its own facilities, the Agency must notify the Department. The Department will thereafter conduct a diligent search of potential placement resources appropriate for the child within New York State, refer the child to any appropriate identified resource, and provide updates to the Agency. At the point the search has been exhausted, a conference will be held by the Department case manager with the Agency. Following such conference, a notice of termination of placement with the Agency may be given by the Agency to the Department pursuant to the agreements reached at the conference.

D. DISCHARGE TO ADOPTION

1. Placement in Adoptive Home

If the child has a permanency planning goal of discharge to adoption, the Agency, at the option of the Department, will locate an appropriate adoptive home for the child and place the child in such home with the knowledge and consent of the Department within the time frames set forth in 18 NYCRR 430.12(e). The Agency must not delay or deny placement of a child freed for adoption with otherwise suitable approved adoptive parents on the basis that the approved adoptive parents reside in a state or county different from that of the authorized agency with custody and guardianship of the child. The Agency agrees to comply with the standards forth in the Howard M. Metzenbaum Multiethnic Placement Act of 1994 (P.L. 103-382), as amended by the Small Business Job Protection Act of 1996 (P.L. 104-188) relating to the placement of children in foster care and adoption.

2. Finalization of Adoption

- a. If the permanency plan for the child is adoption or placement in a permanent home other than that of the child's parent and the Agency is an approved adoption agency, the Agency must document in Progress Notes and in the family assessment and service plan, the steps taken to find an adoptive family or other permanent living arrangement for the child; to place the child directly or through another authorized agency with an adoptive family, a fit and willing relative, a legal guardian/legal custodian, or in another planned permanent living arrangement; and to finalize the adoption or legal guardianship/legal custody. At a minimum, such documentation must include child specific recruitment efforts such as the use of state, regional, and national adoption exchanges including electronic exchange systems. Such documentation must reflect reasonable efforts to place the child in a timely manner and to finalize the placement of the child.
- b. If an Agency is not an approved adoption agency, and the Department will conduct the adoption home study for the Agency foster parent. The Agency must make every effort to provide the Department with all documents necessary for approval of the foster home as an adoptive home, including, but not limited to recent medical records, criminal history record summaries, Statewide Central Register data base checks, home study documentation, child social summary, and agency caseworker recommendations.

- c. The Agency must provide information regarding the adoption subsidy and non-recurring adoption expenses programs to foster parent(s) and prospective adoptive parent(s) upon request and at the time a proceeding to free the child for adoption has been commenced or a child is identified to prospective adoptive parent(s), in accordance with 18 NYCRR 421.24 (b). At the time of an adoptive placement, the Agency must provide an adoption subsidy and non-recurring adoption expenses agreement to any person(s) who desires to apply for an adoption subsidy and must send the completed subsidy and non-recurring adoptions expenses agreement and all relevant agency documentation to the Department for final approval within fifteen (15) days of receipt of the completed subsidy agreement. The Department, if authorized, will approve or reject the adoption subsidy and non-recurring adoption expenses agreement within thirty (30) days of its submission, or if the Department is not authorized, will send it to NYSAS for final approval.

- d. The Agency, or the Department at its option, must enter information regarding all adoption activities into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS adoption functionality is implemented in the Department's district, as determined by the New York State Office of Children and Family Services, adoption activities must be recorded, submitted and approved in CONNECTIONS.

E. DISCHARGE TO ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE

1. Setting of Goal

The goal of 'Place in another planned living arrangement with a permanency resource' may be set in accordance with the requirements of 18 NYCRR 430.12(f).

2. Preparation for Discharge

The Agency is responsible for assessing the life skills of all foster children fourteen (14) years and older at least every six (6) months and documenting within the family assessment and service plan, the child's progress toward attaining each life skill outcome.

The Department, or the Agency at the option of the Department, must provide, or arrange for the provision of, life skills services to all foster children fourteen (14) years of age and older, regardless of the child's permanency planning goal.

The Department, or the Agency at the option of the Department, must require that foster children fourteen (14) years of age and older participate directly in designing their own program activities to prepare them for discharge and that the child accept personal responsibility for satisfying his or her part of the program.

The Agency must document the type of service and/or instruction provided, and the provider of the service/instruction in the case record, consistent with 18 NYCRR Parts 428 and 430.

The Department, or the Agency if authorized by the Department, must issue monthly stipend payments to each foster child sixteen (16) years of age or older with a permanency planning goal of discharge to another planned living arrangement with a permanency resource or deemed to have a goal of discharge to another planned living arrangement with a permanency resource and who is actively participating in life skills services according to his/her service plan in conformance with 18 NYCRR 430.12(f)(2)(i)(b). The Department will provide or arrange for the provision of a monthly stipend payment to each eligible child.

The Department, or the Agency at the option of the Department, must identify any persons, services and agencies which will help the child maintain and support himself / herself in the community, and must assist the child to establish contact with such agencies, service providers and persons and prepare the child to use such community resources.

The Department, or the Agency at the option of the Department, must provide for regular and continuous exploration and development of permanency alternatives for all foster children over fourteen (14) years of age, including foster children over fourteen (14) who have previously refused adoption. The Department, or the Agency at the option of the Department, must document the specific efforts to identify and nurture a permanent family connection or other adult permanency resource who is determined to be an appropriate and acceptable resource for the child and is committed to providing emotional support, advise and guidance to the child and to assist the child as the child makes the transition from foster care to responsible adulthood.

The Department, or the Agency at the option of the Department, is responsible for providing a written notice of discharge to the child at least ninety (90) days prior to the child's discharge in accordance with 18 NYCRR 430.12 (f).

At the time of the Ninety (90) Day Notice, the Department or the Agency, as determined by the Department, must address the following issues related to the child's safety, permanency, and well being upon discharge:

- a. appropriate housing that is expected to be available for at least 12 months from the date of discharge is secured;
- b. the child has a sufficient source of income;
- c. medical coverage is available to the child upon discharge for preventive health care and identified physical, mental, dental health and prescription needs;
- d. medical assistance coverage for the child will continue uninterrupted until a final determination that the child is ineligible has been made, with notice to the child of the final determination and of the right to a fair hearing to contest the determination;

- e. arrangements have been made for the child to receive essential documents such as birth certificate, social security card, medical records, and education records at the time of discharge;
- f. an adult permanency resource is available or is being sought to provide emotional support/advice/guidance upon the child's discharge;
- g. any safety concerns related to the child's discharge from foster care are being addressed; arrangements have been made with service providers for services that the child will need upon discharge; and
- h. the child has been advised of the services that will be available to him/her upon discharge from foster care until he/she attains the age of twenty-one (21).

The information regarding these issues must be updated at the time of trial discharge, and again, at final discharge. The Department or the Agency, as determined by the Department, is responsible for documenting the above information in a plan amendment or family assessment and service plan.

3. Trial Discharge

The Department or the Agency at the option of the Department and at a rate that is applicable with the provision of trial discharge/aftercare services, must provide trial discharge/aftercare services, as required in 18 NYCRR 430.12(f)(4)(i)(a), including casework contacts, to every child discharged to another planned living arrangement with a permanency resource and every child deemed to have been discharged to another planned living arrangement with a permanency resource for at least six (6) months after discharge. The child will remain in the custody of the Department during the entire period of trial discharge. Trial discharge may continue at the discretion of the Department up to the age of twenty-one (21) if the reassessment and service plan review indicates either the need for continued custody or a likelihood that the child may need to return to foster care. Face-to-face contacts during the trial discharge period must occur at the same frequency as required prior to the child being placed on a trial discharge status.

In the event the child becomes homeless during the period of trial discharge, the Department will assist the child to obtain safe and stable housing. Such housing must reasonably be expected to remain available to the child for at least the first twelve (12) months after the date of discharge. If appropriate housing is not available within thirty (30) days of the date the child becomes homeless, the Department may place the child in a suitable foster family boarding home, agency boarding home, group home or institution. These provisions regarding trial discharge do not apply where a court order terminates the Department's custody of the child or where the child reaches the age of twenty-one (21).

4. Post-Discharge

The Department, or Agency at the option of the Department, must provide supervision until the child reaches twenty-one (21) years of age after the Department's custody has been terminated where the child has been discharged to another planned living arrangement with a permanency resource, deemed to have a goal of another planned living arrangement with a permanency resource, or had remained in foster care until the age of 18 or older. During the period of supervision, the Department will be responsible for providing or arranging for financial, housing, counseling, employment, education, medical and other appropriate supports and services as needed, and follow-up efforts. At the time custody of the child is terminated, the Department will advise the child in writing about how to obtain assistance, if needed, upon his or her discharge from foster care.

F. DISCHARGE TO ADULT RESIDENTIAL CARE

The goal of discharge to adult residential care may be set in accordance with the requirements of 18 NYCRR 430.10(c)(5) and 430.12 (g)(1)(i). The Department will review the decision to set that permanency goal in order to determine if there is compliance with the above regulatory standards.

The Agency must document compliance with the standards for setting the permanency goal. The Agency must plan for the discharge of the child as required in 18 NYCRR 430.12(g)(2) and, as applicable, 18 NYCRR 441.14 concerning additional requirements applicable to handicapped children in foster care who attain the age of 18.

G. PREVENTIVE SERVICES

The Department will make the initial decision to authorize mandated preventive services, as well as the decision to reauthorize the case as a mandated preventive services case, in compliance with the client programmatic eligibility standards presented in 18 NYCRR Section 430.9.

The Agency with designated case planning responsibility or the Agency of the associated case worker, as determined by the Department, must document initial and continuing client programmatic eligibility for mandated preventive services within each family assessment and service plan. The Department will review programmatic eligibility documentation in CONNECTIONS.

For those cases involving more than one service provider, the Department, through its case management responsibility, will assign a specific party as the case planner and the remaining providers as case workers.

H. THE AGENCY AGREES TO PROVIDE THE FOLLOWING IN RELATION TO EACH CHILD COVERED BY THIS AGREEMENT:

1. Care of the child in compliance with 18 NYCRR Parts 441 – 451, as applicable.

2. Intake

Utilizing the referral summary information provided by the Department, the Agency must determine whether the services it provides are appropriate to meet the needs of the child being referred. The Agency has (30) days (but no more than thirty (30) days) from the initial referral of the child to make this determination and notify the Department.

3. Clothing

Upon placement, clothing needs of a child must be inventoried by the Agency. Any clothing needs identified must be purchased by the Agency. The Department will authorize allowances to buy necessary clothing and special allowances to buy additional clothing consistent with 18 NYCRR 427.16. The Agency must furnish all replacement clothing as needed during the child's placement and consistent with 18 NYCRR 427.16(a)(4). The Agency must furnish at the time of discharge a basic season-appropriate outfit. Upon discharge, the child is to take with him or her all of his or her possessions and clothing.

4. Medical Services

The Agency is responsible for providing or obtaining necessary and appropriate medical services for any foster child in its care. The Agency must comply with the standards set forth in 18 NYCRR 441.22 regarding health and medical services for foster children.

The Agency must transmit to the Department documentation necessary to establish citizenship or qualified immigration status in order to authorize categorical Medical Assistance eligibility for a child in foster care. The Agency must record required information in CONNECTIONS upon implementation of Build 19, as determined by the New York State Office of Children and Family Services. Responsibility for authorization and reauthorization for Medical Assistance remains with the Department.

The Agency agrees to comply with the requirements set forth in 18 NYCRR 357.3(b) relating to the dissemination of the comprehensive health history of a foster child. The Agency must provide the comprehensive health history to the Department and/or appropriate authorized agency within seven (7) days of the request. The Agency must record required health and medical information in CONNECTIONS upon Build 19 implementation.

The parties agree that nothing in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) prevents the Agency from sharing protected health information on foster children cared for by the Agency with the Department, OCFS or documenting such information in CONNECTIONS.

5. Notification of Death, Injury or Illness

The Agency must immediately notify the Department whenever a child in its care has died or has suffered an injury, accident or illness which requires emergency medical treatment at a

hospital on either an inpatient or outpatient basis. The Agency must also comply with the reporting requirements set forth in 18 NYCRR 441.7(c) in regard to the New York State Office of Children and Family Services and the death or injury of foster children in its care.

The Agency, in accordance with 18NYCRR 441.22(p), must notify the New York State Office of Children and Family Services and the local health department if a foster child is discovered to have an elevated blood lead level. The Agency must also provide such notice to the Department.

6. Confidential HIV - Related Information

The Department and the Agency agree to comply with the requirements of 18 NYCRR 431.7(a) to formulate and implement a written management plan to protect health history information related to an individual who has been diagnosed as having Acquired Immune Deficiency Syndrome (AIDS) or a Human Immunodeficiency Virus (HIV)-related illness or a HIV infection or laboratory tests performed on an individual for HIV-related illness.

The Agency agrees to require that staff, to whom confidential HIV-related information is disclosed as a necessity for providing services and in accordance with 18 NYCRR 431.7 and section 2782 of the Public Health Law, are fully informed of the penalties and fines for redisclosure in violation of New York State law and regulation.

The Agency and the Department will require that any disclosure of confidential HIV-related information must be accompanied by a written statement which includes the following or substantially similar language:

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

7. Absent Without Consent

The Agency must notify the Department as immediately as practical, but in no circumstance later than twenty-four (24) hours after the absence, when a child is absent without consent and must follow the requirements as set forth in 18 NYCRR 431.8. The Department or the Agency, as determined by the Department, must provide written notice to the Family Court that placed the child into foster care of the child's absence without consent within forty-eight (48) hours of the reported absence.

8. Education Program

The Department will not reimburse the Agency for any educational costs for a child placed in a group home, agency boarding home, or foster boarding home. These children must be enrolled in the public school educational program, unless another educational option is detailed in the child's family assessment and service plan. The Agency must record required education information in CONNECTIONS upon Build 19 implementation. The Agency will comply with the standards set forth in 18 NYCRR 441.13 regarding education of foster children in its care.

9. Summer Education Program

The Department will not reimburse the Agency for summer school tuition costs unless the Agency receives the Department's prior authorization for such costs and the need for the summer program is detailed in the child's family assessment and service plan.

10. Education Tuition Reimbursement

Children placed in child care institutions must be educated in the least restrictive educational program, based on an evaluative process defined by the rules and regulations of the New York State Education Department, and tuition reimbursement for such a child will be at the rate calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable sections of the Education Law governing tuition reimbursement for such children.

11. Removals

Removals from a foster family boarding home will be made in accordance with the requirements of section 400 of the Social Services Law and 18 NYCRR 443.5. The Agency must provide the required written notice to the foster parent(s).

12. Child Abuse and Maltreatment

The Agency agrees to comply with the provisions governing the reporting of suspected cases of child abuse or maltreatment, as set forth in sections 413-416 and 418 of the Social Services Law, and the requirements for State Central Register data base checks as set forth in section 424-a of the Social Services Law.

The Agency agrees to promptly notify the Department of any report of suspected child abuse or maltreatment occurring in the program regarding any child placed by the Department with the Agency, to notify the Department of the actions taken the Agency in regard to the report and to confirm that, to the extent authorized by law, the parents of the child who is the alleged victim of such abuse or maltreatment will be notified by the appropriate investigative agency of such report.

13. Certification and Approval of Foster and Adoptive Parents

The Agency agrees to comply with all certification and approval requirements for foster parents set forth in 18 NYCRR Part 443 and all approval requirements for adoptive parents set forth in 18 NYCRR Part 421. This includes, but is not limited to criminal history record reviews, State Central Register data base checks, and required medical exams for foster/adoptive parents and their family members. The Agency agrees that children will not be placed in any foster or adoptive home unless applicable requirements for certification, or approval, including emergency approval or certification, have been met.

14. Travel Expenses

If a transportation expense for home visits is not included in the board rate, the Department will authorize transportation in accordance with the visitation plan component of the child's family assessment and service plan.

If a transportation expense for home visits is included in the board rate, the Agency is responsible for transportation expenses if the destination is within fifty (50) miles of the facility. If the destination is more than fifty (50) miles from the facility, the Department is responsible for transportation costs, including the first fifty (50) miles.

I. CLOSING A FAMILY SERVICES STAGE

The Department has sole responsibility for closing the family services stage.

SECTION IV – FAIR HEARINGS

Pursuant to 18 NYCRR Part 358, the Department will notify eligible applicants for, or recipients of, services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or the failure of the Department to act upon an application within the appropriate time frames. The Department also will inform applicants for or recipients of preventive or adoption services how to make and submit a fair hearing request. The Department will provide the Agency with copies of the fair hearing decision it receives from the State of New York. The Agency, upon the request of the Department, must participate in fair hearings and any appeals thereof as witnesses when necessary for a determination of the issues.

SECTION V – REIMBURSEMENT

The Agency agrees that payment by the Department is contingent upon the Agency submitting an appropriate claim form, which has been approved by the Department, to the person designated by the Department certifying the satisfactory completion of the Agency's performance and setting forth the payment to be made.

The Department agrees to pay to the Agency, on a monthly basis, within thirty (30) days of receipt of a billing statement, an amount equal to the applicable per diem rate(s) set forth in Schedule A, multiplied by each day of care actually provided by the Agency for each public charge placed with it, in accordance with this Agreement; provided, however, payment is not to

be made for a child when the child is absent from the Agency for reasons other than those set forth in 18 NYCRR 628.3 and as defined by the New York State Office of Children and Family Services in the Standards of Payment Manual, Chapter 10, Section F. Payment will not be made to the Agency for the day the child is discharged from foster care.

A per diem dollar amount for each of the program types such as foster boarding home, agency boarding home, group home and institution must be specified in Schedule A which is attached hereto and which is incorporated with this Agreement. When the negotiated per diem rate exceeds the State established Maximum State Aid Rate (hereinafter MSAR), the MSAR will be used for purposes of State and federal reimbursement. Such per diem dollar amount shall be subject to the standards set forth in section 398-a of the Social Services Law and 18 NYCRR Part 427.

The medical per diem rate(s) established by the New York State Department of Health constitutes the daily rate established to be paid to the Agency for health expenses and provision of health services to a foster child, with some specified exceptions. The medical per diem rate(s) must be set forth in Schedule B.

The applicable tuition rate for the appropriate educational services for children placed in child care institutions will be at the rate calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable sections of the Education Law governing tuition reimbursement for such children.

The anticipated total cost of the Agreement is an estimate and serves as the limit of obligation under this Agreement. Should it appear that the anticipated total cost may be exceeded, an amendment to the Agreement must be executed. The anticipated total cost serves only as an upper limit and in no way obligates the Department to purchase child foster care services, maintenance, medical and education costs up to this amount. The anticipated total cost can be based upon experience during the past Agreement year modified by the anticipated experience during the new Agreement period. This amount includes the estimated cost of maintenance, social services, medical and education costs to the Department.

The total cost of this Agreement may not exceed \$ 1,500,000.

SECTION VI – GENERAL RESPONSIBILITIES FOR PARTIES

The Agency has the responsibility in accordance with this Agreement and with applicable New York State Office of Children and Family Services' regulations for the day-to-day provision of foster care services for each child placed with the Agency. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the Department.

The Agency must maintain sufficient staff, facilities and equipment, in full compliance with all applicable regulations of the New York State Office of Children and Family Services in order to provide the services set forth in Schedule A of this Agreement.

The Agency agrees to provide the services described in Schedule A of this Agreement at the principal location listed in Schedule A of this Agreement and agrees to provide the Department with written notification of the location(s) of any additional support services that are provided outside of the aforementioned address(s) in conjunction with the applicable child service plan. The Department agrees to notify the Agency of the identity of the person(s) assigned case management responsibility for each child receiving foster care services from the Agency.

The Department agrees to notify the Agency of the identity of the person(s) assigned as the child protective services monitor for the child protective services recipients receiving foster care services from the Agency.

The Department will determine, during the initial client eligibility process, the availability of any third party insurance resources upon placement of the child into foster care. Such process must be conducted pursuant to the Child Welfare Eligibility Manual issued by the New York State Office of Children and Family Services. When such resources are determined to be available, the Department agrees to properly code each case and provide the Agency with as much information as is available.

The Department each month will provide the Agency with a roster of the children in the Department's custody placed with the Agency. This roster will also provide information on third party health insurance through the placement of a code in the column named "Other Insurance." The Agency must pursue all third party health insurance available to children in its care. If the Agency contracts with a health care provider, it must require that the provider makes diligent efforts to determine if the foster children have third party coverage, and must attempt to utilize such coverage when applicable.

SECTION VII - BOOKS, RECORDS AND REPORTS

All case specific information contained in the Agency's files must be held confidential by the Department and the Agency pursuant to the applicable provisions of the State law and any regulations promulgated there-under, including, but not limited to, sections 372 and 422 of the Social Services Law, section 2782 of the Public Health Law, and 18 NYCRR Parts 357, 423, 428, 431 and 466, as well as all applicable federal laws and regulations, including but not limited to, the Civil Rights Act of 1964. Such information must not be disclosed except as authorized by law and unauthorized disclosure may result in criminal and/or civil penalties (see section 422 (12) of the Social Services Law).

The records of individual recipients of services maintained by the Agency must be made available to the Department and New York State Office of Children and Family Services upon request, in a form, the manner and time as required by the Department or the New York State Office of Children and Family Services.

The Department and the Agency agree to comply with statutory and regulatory standards relating to disclosure of foster care information to birth parents of foster children, foster parents,

pre-adoptive and adoptive parents and to current and former foster children to the extent authorized by law, including but not limited to, sections 373-a and 409-e of the Social Services Law and 18 NYCRR 357.3 and 428.8.

The Department or the Agency may release foster care information to a person, agency, or organization for purposes of a bona fide research project. Identifying information may not be made available unless it is absolutely essential to the research purpose and prior written approval has been issued by the New York State Office of Children and Family Services. Anyone given access to such information may not re-disclose such information except as otherwise permitted by law.

The Agency agrees to maintain financial books, records, and necessary supporting documents as required by the New York State Office of Children and Family Services. The Agency must use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The Agency agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at the times prescribed by and on forms supplied by the New York State Office of Children and Family Services.

Such financial and statistical records are subject to inspection, review, excerpts, transcription or audit by authorized county, State and/or federal personnel.

The Agency and its subcontractor(s) agree to retain all books, records and other documents relevant to this Agreement for six (6) years after the Agency receives final payment for the services to which they relate, during which time authorized county, State and/or federal auditors will be provided with full access to and the right to examine the same. In addition, the Agency and its subcontractor(s), must make available, upon written request, this Agreement, and books, documents, papers and records of the Agency or subcontractor(s) that are necessary to certify the nature and extent of such costs involved, to the Secretary of the United States Department of Health and Human Services, or upon request, to the New York State Office of the State Comptroller, New York Attorney General's Office, or any of their duly authorized representatives.

SECTION VIII - ACCOUNTABILITY

The Department will establish methods to evaluate the provision of foster care services by the Agency pursuant to this Agreement. All provisions of this Section are to be interpreted consistent with New York State law and applicable regulations. In implementing the foregoing, the Agency recognizes that the Commissioner of the Department, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his or her jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Agency with regard to the foster care services provided to the children referred hereunder.

The Agency agrees that program and/or facility review pertaining to the delivery of foster care services under this Agreement may be conducted at any reasonable time by qualified personnel from those local, State and federal agencies with the required legal powers and statutory authority to conduct such activities. Such reviews may include, but not be limited to, meetings with recipients of services, review of the uniform case records including, but not limited to, all information in the CONNECTIONS case records, review of service policy and procedural issues, review of staffing and job descriptions, and meetings with staff directly or indirectly involved in the provision of foster care services.

The Department will conduct a contract review with the Agency at least twice a year to discuss the Agency's services purchased by the Department. This review will include, but not be limited to, such items as frequency of contact and planning with families and significant others of foster children, scope of service plans and of achieving the goals stated therein, compliance with the State and federal laws, and the extent to which special mental health, remedial, tutorial and vocational services were provided after the Agency and the Department determined these services were necessary. These semi-annual contract reviews will include determination of the Agency's compliance with this Agreement.

If the Agency violates this Agreement, the Department may, after due written notice, take such actions or invoke such sanctions under this Agreement and any applicable regulations issued by the New York State Office of Children and Family Services, as it deems necessary.

The Agency must not make any subcontract for the performance of this Agreement without the prior written approval of the Department. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement is void without the prior written approval of the Department. All authorized subcontractors are subject to federal and State requirements governing purchase of services contracts including, but not limited to, 18 NYCRR Part 405. The Agency is responsible for the performance of all subcontractor(s).

The Agency covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor will they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Agency's performance of this Agreement. The names and addresses of the members of the Board of Directors of the Agency is to be annexed to this Agreement.

SECTION IX – COMPLIANCE WITH LAW

The Agency represents and agrees to comply with all applicable federal laws, including, but not limited to, the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, the Howard M. Metzenbaum Multiethnic Placement Act of 1994 (P.L. 103-382) as amended by the Small Business Job Protection Act of 1996 (P.L. 104-188), the Indian Child Welfare Act of 1978 (P.L. 95-608) and Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all

applicable federal regulations contained in 28 CFR Part 41; 45 CFR Parts 74, 84, 93; 1355 and 1356.

The Agency, its subcontractors, and the Department agree to execute and comply with Appendix A, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; Appendix B, Certification Regarding Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, from the Code of Federal Regulations; and Appendix C, Certification Regarding a Drug-Free Workplace.

In addition, if the total cost of this agreement is in excess of \$100,000, the Agency must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

If the Agency expends \$500,000 or more in a year in federal funds from all sources, audits must be conducted as required by OMB Circular A-133.

SECTION X – TERMINATION OF AGREEMENT

The Agreement may be terminated by the mutual written agreement of the contracting parties.

The Agreement may be terminated by the Department, for cause, upon the failure to the Agency to comply with the terms and conditions of this Agreement, including the attachments hereto. The Department will give the Agency written notice specifying the Agency's failure.

In addition to the termination provisions set forth above, the Department has the right to terminate this Agreement, in whole or in part, if the Agency has failed, at any time, to comply with any applicable federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the Agency, required by federal, state or local government is revoked, not renewed, or otherwise not in full force or effect, or in the event that the Agency fails to secure a new such license, approval or certification during the term of this Agreement, if required.

Notice of termination will be given in writing specifying the reasons for termination and the effective date of termination. Such written notice will be delivered via registered or certified mail with return receipt requested or will be delivered by hand with receipt provided by the Agency. The Agency agrees not to incur any new obligations or to claim any expenses incurred after the effective date of the termination. The effective date of termination is not to be less than thirty (30) days from the date of notice, unless substantial breach of contract is involved, in which case the effective date of termination may be immediate effective on delivery of the termination notice. In any event, the effective date of termination will not be later than the Agreement expiration date.

Upon termination or upon expiration of the term of this Agreement, the Department will arrange for the transfer to another Agency of all children covered by this Agreement then serviced by the Agency.

The Agency must comply with all Department close-out procedures, including but not limited to: accounting for and refunding to the Department within (6) months any overpayments which have been paid to the Agency pursuant to this Agreement; not incurring or paying any further obligation under this Agreement beyond the termination date; transmitting to the Department or its designee, on written request, copies of all books, records, papers, documents and materials pertaining to the financial details of any services provided under the terms of this Agreement; and transmitting to the Department or its designee, on written request, copies of all case-specific information and documentation concerning children in the care of the Agency. The Agency must comply with all close out procedures of the New York State Office of Children and Family Services regarding foster care facilities as set forth in 18 NYCRR 476.2, and regarding foster boarding home programs, including but not limited to, the requirement to provide ninety (90) day written advance notice of the proposed closure of an foster care facility or program. The Agency must also comply with the requirements set forth in 18 NYCRR 441.7(f) regarding the proper transfer of case records and the submission of a timely plan relating thereto to the New York State Office of Children and Family Services. .

SECTION XI – INDEMNIFICATION AND INSURANCE

The Department and the Agency agree that the Agency is an independent contractor and is not an employee of the Department or the State of New York. The Agency agrees to indemnify the Department and the State of New York for any loss the Department, or the State of New York may suffer if such losses result from the claims of any person or organization (excepting only the Department) injured by the negligent acts or omissions of the Agency, its officers and/or it's employees or subcontractor(s). Furthermore, the Agency agrees to indemnify, defend, and save harmless the State of New York, the Department, and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, and any other persons, firm, or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Agency in the performance of this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use or disposition of any data furnished under this Agreement, or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.

The Agency further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Agency's insurance company, agent or broker.

The completed and signed Insurance Certificate is subject to approval by the Oneida County Department of Law and upon approval will be attached to this Agreement and become a part hereof.

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

IN WITNESS HEREOF:

The parties hereto have executed this agreement as of the day and year first above written.

Oneida County Department of Social Services

by: _____
Lucille A. Soldato, Commissioner

Date

By: _____
Anthony J. Picente Jr., County Executive

Date

Approved as to Form:

Oneida County Attorney

Date

Foster Care Institution
(Name of Agency)

by: _____
Executive Director

Date

STATE OF NEW YORK)

COUNTY OF _____)

On this _____ day of _____, 20__,

personally came _____ before me, to be known, who being duly sworn, did depose and say that (s)he resides in _____; that (s); he is an (the) _____ of the corporation described herein and which executed the foregoing instrument; that (s)he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that (s)he signed (her/his name thereto by like order.

My Commission expires _____

Appendix A

Rev.4/15/05

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. By signing and submitting this contract or contract amendment, contractor certifies that the contractor:

(1). Agrees that, a) By signing and submitting this proposal, the prospective primary applicant is providing the certification set out below. b) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction. c) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. d) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. e) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Office of Children and Family Services for assistance in obtaining a copy of those regulations. f) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. g) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. h) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. i) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. j) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

(2). Certifies to the best of its knowledge and belief, that the applicant and its principals: a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 19A. 2. (1) b) of this certification; and d) Have not within a three-year period preceding this application/proposal had on or more public transactions (Federal, State, or local) terminated for cause or default. (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. (1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions Instructions for Certification. a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below. b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(2) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Appendix B

Rev. 4/15/05

Certification Regarding Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions

By signing and submitting this contract or contract amendment, contractor certifies that the contractor:

Certifies that Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. The requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.) (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Appendix C

Rev.4/15/05

Certification Regarding a Drug-Free Workplace

(A). 1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below. 2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. 3. For grantees other than individuals, Alternate I applies. For grantees who are individuals, Alternate II applies. 5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements. 6. Workplace identifications must include the actual address of buildings (or parts of buildings) or sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). 7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five). 8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

(B). Alternate I (Grantees Other Than Individuals). 1. The grantee certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing an ongoing drug-free awareness program to inform employees about: (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above; (d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will-(1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction; (e) Notify the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant; (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f). For purposes of paragraph (e) regarding agency notification

of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Division of Grants Policy and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C., 20201.

(C). Alternate II (Grantees Who Are Individuals). 1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

Schedule A. PROGRAM NARRATIVE

(Instructions to Agency) The following narrative should be completed by the Agency, in order to present an accurate description of the agency's programs. This narrative will be used to substantiate claims for federal reimbursement.

A. Program Narrative

Agency's Name and Address

Foster Care Programs Provided by Agency

(Institution, group residence, group homes, agency boarding homes, foster family boarding homes, educational services, etc. Include details on all programs, including goals and objectives.)

List of locations of all agency facilities to be used in providing services.

Persons served (ages, sex, geographic limitation, if any; number to be served by program, etc.).

Services of agency programs: include description of all those services which are provided, including those defined in the CSP, as well as any other services, such as day services, educational services, medical care and adoption services. Indicate types and numbers of staff providing services.

Self-evaluation procedures – description of agency procedures for evaluating program effectiveness.

Admission Policies and Procedures – description of referral process, agency requirements for reports, pre-placement visits, etc.

Schedule B. REIMBURSEMENT RATES

The following schedule of foster care payments presents maintenance, medical, and education rates which will be paid under this contract.

Program Name (List each program name and type, e.g., Children's House – HTP Institution)	Maintenance Per Diem	Effective Date (Maintenance Per Diem)	Medical Per Diem	Effective Date (Medical Per Diem)

Education Rate (tuition)

(Include applicable tuition rates either calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable statutes of Education Law governing tuition reimbursement for children placed in child care institutions. Also, attach a school calendar.)

Special act school district _____
On-campus school _____
Other school program _____

The total cost of this contract may not exceed \$_____.

Schedule C: DEPARTMENT OPTIONS*[The Department is to indicate which entity will be responsible for each task]*

Contract Task / Responsibility	Department	Agency with Case Planning Responsibility	Agency of Associated Case Worker
Family Services Intake			
Completion of family services intake (FSI)	X		
# of days for Agency submission of FSI: (insert #)	30		
# of days for Dept. acceptance of FSI: (insert #)	7		
Completion of CPS safety and risk assessment – Initial FASP	X		
Completion of CPS safety and risk assessment - Comprehensive/Reassessment FASPs		X	
Required completion of plan amendment for a change to visiting plan (Department option)		X	
Convene and hold service plan review conference			
Arrange and hold case consultation		X	X
Identification of third party reviewer for SPR		X	
Prepare permanency hearing report	X		
Number of days for Agency to accept/reject initial referral of child: (insert #)			
Set initial child program choice(s) and a permanency planning goal	X		
Foster Care Activities		X	
Continuing exploration and development of permanency alternatives for child over 14		X	
Arrangement for/provision of life skill services for child over 14		X	
Require child participation in design of activities to prepare for transition to self-sufficiency.		X	
Issue monthly stipend payments to child, 16 years or older, with PPG of discharge to another planned living arrangement with a permanency resource.	X		
Assistance to establish contact with service providers and community resources		X	
Provision of written 90 day notice of discharge Services and supervision during trial discharge		X	
Post discharge supervision		X	
Legal Activities	X		
File petition for permanency hearing	X		
Complete permanency hearing report		X	
File permanency hearing report	X		
1089 Orders: Follow through on the necessary legal aspects of legally freeing a child for adoption.	X		
Adoption Activities		X	
Identification of appropriate adoptive home	X		
Recording of information (FASP, and movement, legal, adoption activities) in CCRS until implementation of CONNECTIONS Build 19	X		