



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION November 22, 2017

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

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ONEIDA COUNTY BOARD OF LEGISLATORS

Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501
Work Phone: 798-5900 ♦ Home Phone: 337-9045

November 9, 2017

Board of Legislators
800 Park Ave.
Utica, NY 13501

FN 20 17413

READ & FILED

Honorable Members:

Please be advised that pursuant to Section 614 of Oneida County Charter and Administrative Code, I am appointing the seven (7) member bipartisan subcommittee of the Board of Legislators to review and recommend salaries for elected county officials. The subcommittee will be tasked with reviewing the Citizens Advisory Committee on Elected Officials Salaries report.

The members of the Committee will be as follows:

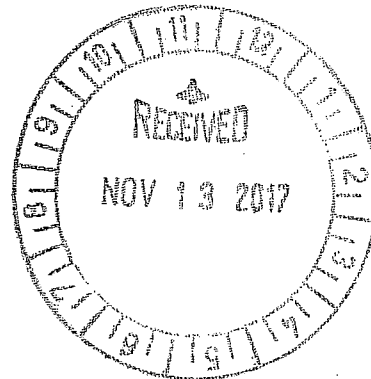
Georg Joseph (Co-Chair)
Phillip Sacco (Co-Chair)
Les Porter
Emil Paparella
Bill Hendricks*
Rose Anne Convertino
Jim D'Onofrio

Thank you in advance for your cooperation.

Sincerely,

Gerald J. Fiorini
Chairman of the Board

***Replaces Chad Davis**





ONEIDA COUNTY BOARD OF LEGISLATORS

Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501

Work Phone: 798-5900 ♦ Home Phone: 337-9045

November 20, 2017

FN 20 17-414

Board of Legislators
800 Park Ave.
Utica, NY 13501

WAYS & MEANS

Honorable Members:

In accordance with Section 614 of the Oneida County Charter and 615 of the Administrative Code, the Legislative Committee on Elected Official Salaries was convened and approved the recommendations from the Citizens Advisory Committee for Elected Official Salaries. To comply with Section 614 of the Charter and 615 of the Administrative Code, the Board will need to pass a local law approving the adjustments for the County Executive, the Comptroller, the County Clerk, and the Sheriff. The Legislative adjustments were approved through the 2018 Budget process.

2018 Recommended Salary Adjustments:

County Executive's recommended 2018 Salary = \$140,000

The Comptroller's recommended 2018 Salary = \$87,000

The County Clerk's recommended 2018 Salary = \$85,000

The County Sheriff's recommended 2018 Salary = \$115,000

I am also recommending that Local Law 5 of 1999 be amended to reflect a change in the way annual salary increases are handled for these positions. I am recommending that a floor and ceiling be included to the current formula based on the CPI. Each office would receive at a minimum a 0% increase, but no more than the current level of 3 % annually.

I respectfully request that you take the necessary steps to move these recommendations forward.

Sincerely,

Gerald J. Fiorini
Chairman

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



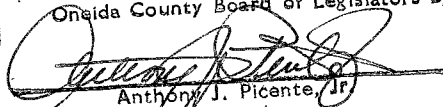
DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

Oneida County Department of Public Works

5999 Judd Road Oriskany, New York 13424
Phone: (315) 793-6213 Fax: (315) 768-6299

October 25, 2017

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

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
FN 20 17-415

Anthony J. Picente, Jr.
County Executive
Date 11/8/17
PUBLIC WORKS
WAYS & MEANS

Dear County Executive Picente,

Governor Cuomo created the BRIDGE NY program for the purpose of funding bridge and culvert reconstruction projects on local highways. Projects will receive up to 95% reimbursement via federal aid with a 5% local match. The Town of Remsen has been awarded the following grant through this program.

PIN 2754.33: Roberts Rd./Little Black Ck (BIN 2205940)
Budget: \$547,763 (\$520,660 federal/\$27,103 local)
Scope: Bridge Deck Replacement

On April 12, 2017, the Oneida County Board of Legislators approved an intermunicipal agreement between the Town of Remsen and Oneida County thereby granting Oneida County the authority to act as project sponsor. This agreement also made the Town of Remsen responsible for all project costs not eligible for federal aid.

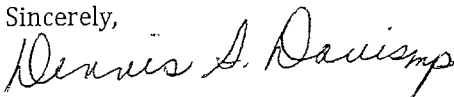
In accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects, Oneida County solicited an Expression of Interest (EOI) from each consulting firm on the NYSDOT Region 2 LDSA County list. Each EOI was reviewed and scored on a qualifications basis. State and Federal procedures prohibit the use of consulting fees as a determining factor. It was decided that Barton & Loguidice, D.P.C., is the most qualified consultant for this project. Subsequently the Department of Public Works negotiated a proposed contract with Barton & Loguidice, D.P.C., to prepare plans and specifications. Construction inspection services will be added at a later date via addendum.

On October 25, 2017 the Oneida County Board of Acquisition and Contract accepted a proposal from Barton & Loguidice, D.P.C., with an estimated fee of \$128,000.00 to prepare plans and specifications for reconstruction of the Roberts Road Bridge in the Town of Remsen.

If acceptable, please forward the enclosed agreement for the aforementioned services to the Oneida County Board of Legislators at their November 8, 2017 meeting for consideration.

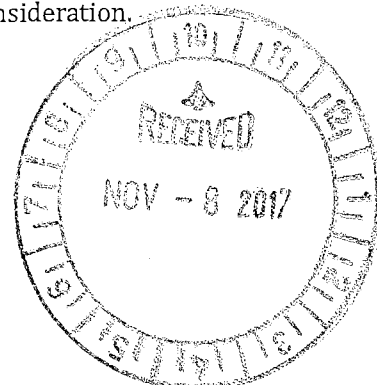
Thank you for your continued support.

Sincerely,



Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



Oneida Co. Department: Public Works

Competing Proposal X
Only Respondent _____
Sole Source RFP _____
Other _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Barton & Loguidice, D.P.C
443 Electronics Parkway
Liverpool, NY 13088

Title of Activity or Service: Professional Consulting Services

Proposed Dates of Operation: Start on Execution – 09/30/2017

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services

Governor Cuomo created the BRIDGE NY program for the purpose of funding bridge and culvert reconstruction projects on local highways. Projects will receive up to 95% reimbursement via federal aid with a 5% local match. The Town of Remsen has been awarded the following grant through this program

Town of Remsen

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$128,000.00

Account # H-557

Oneida County Dept. Funding Recommendation: \$128,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$):	Federal:	\$121,600.00
	State:	\$0.00
	Town of Remsen:	\$6,400.00

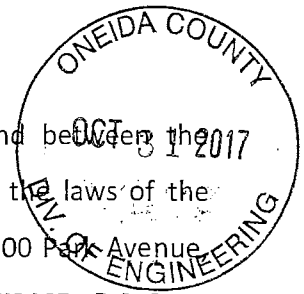
Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2017, by and between the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its principal office and place of business located at 800 Park Avenue, Utica, NY, 13501 (hereinafter called the "County") and **BARTON & LOGUIDICE, D.P.C.**, a domestic professional corporation, organized and existing under the laws of the State of New York, with its place of business located at 443 Electronics Parkway, Liverpool, NY 13088 (hereinafter called the "Consultant").



WITNESSETH

WHEREAS, the County requires consulting services to assist in preparing detailed plans and specifications for reconstruction of the Roberts Road Bridge over Little Black Creek (BIN 2205940). The project scope includes bridge superstructure replacement and associated required improvements; and

WHEREAS, the Consultant has submitted a proposal to provide such plans and specifications; and

WHEREAS, the Oneida County Board of Acquisition & Contract has authorized this Agreement; and

NOW, THEREFORE, it is mutually agreed by the County and the Consultant (hereinafter each called a "Party" and collectively called the "Parties") that for the consideration hereinafter set forth, the Consultant shall provide certain services (hereinafter called the "Services") identified in **Exhibit D**, attached hereto and incorporated herein, to the County.

1. TERM

1.1. The term of this Agreement shall commence upon receipt of a written notice to proceed, described herein, and shall terminate no later than September 30, 2021.

2. NOTICE TO PROCEED

2.1. This Agreement shall become effective upon execution of the final signature. The Consultant shall commence the Services upon receipt of the County's "Notice to Proceed" which shall be in the form of a letter signed by the County's Project Manager, identified herein. The County's Notice to Proceed will authorize the Services described herein. No Services shall commence until the Notice to Proceed is issued.

3. COMPENSATION

3.1. The County agrees to pay the Consultant a variable fee of approximately **One Hundred Twenty-Eight Thousand dollars and Zero cents (\$128,000.00)** for the Services. Payment

shall be made on a basis of Services completed.

3.2. **Exhibit A, Exhibit B, and Exhibit C**, attached hereto and incorporated herein, shall be used to calculate payments due for the Services performed.

3.3. Payments for reimbursable expenses shall be made in accordance with **Exhibit B**.

3.3.1. The Consultant shall provide detailed cost accounting for all reimbursable expenses.

3.4. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, the Consultant shall promptly notify the County of the identified changes and advise the County of the recommended solution. Additional services shall not be performed on such changes without prior written authorization of the County. Payments for additional services performed shall be agreed upon in writing prior to commencement of such additional services and payment for such additional services shall be made based on the percentage of such services completed and/or on completion of major tasks.

3.5. The County reserves the right to withhold payment under this Agreement due to the Consultant's failure to properly perform its obligations under this Agreement. The County may withhold payment for reasons including but not limited to (1) defective services, (2) third party claims, (3) failure of the Consultant to pay its subconsultants, (4) damage to the County, or (5) failure to carry out the Services in accordance with this Agreement. The County may correct any conditions which do not meet requirements of this Agreement and deduct the cost from the amounts due under this Agreement.

3.6. If the County becomes party to any litigation resulting from the Services that is not the fault of the Consultant and that requires the Consultant's services, the additional fee to be paid shall be one that is mutually agreed upon between the County and the Consultant.

3.7. It is understood and agreed that the County shall not be responsible for any costs incurred by the Consultant prior to the effective date or following the termination date of this Agreement.

4. **EXECUTORY OR NON-APPROPRIATION CLAUSE**

4.1. The obligations of the Parties are conditioned upon the continued availability of Oneida County and Federal funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate Oneida County and/or Federal officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, the

County shall have the option to immediately terminate this Agreement upon providing written notice to the Consultant by certified mail. In such an event the County shall be under no further obligation to the Consultant other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

5. SCOPE OF SERVICES

5.1. The "Contract Documents" consist of this Agreement, any and all Exhibits, and any attachments thereto, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form this Agreement, and are as fully a part of this Agreement as if attached hereto or repeated herein. This Agreement represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Section 27.

5.2. Consultant agrees to provide the Services in accordance with the project description and scope of services, defined in **Exhibit D**.

5.3. The Consultant shall furnish any equipment, materials, and/or supplies necessary for the performance of the Services under this Agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

6. PERFORMANCE OF SERVICES

6.1. The Consultant affirms that it does not have any financial interest or conflict of interest that would prevent the Consultant from providing unbiased, impartial service to the County under this Agreement.

6.2. The Consultant's Services shall be completed and submitted in accordance with industry standards. Completion dates, if specified herein, may only be modified by mutual written agreement between the County and the Consultant. The Consultant agrees to diligently perform the Services to be provided under this Agreement.

6.3. It is understood and agreed that Consultant has the professional skills necessary to perform the Services agreed to be performed under this Agreement, and that the County relies upon the professional skills of the Consultant to do and perform the Consultant's duties.

6.4. The Consultant agrees to maintain in confidence and not disclose to any person or entity, without the County's prior written consent, any confidential information, knowledge or data relating to the facilities, processes, or operations of the County. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

6.5. The Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform said Services in a professional and competent manner.

6.6. The Consultant has examined and carefully studied the Contract Documents, with attachments, and fully comprehends the requirements and intent of the Contract Documents.

6.7. The Consultant shall use the Consultant's best efforts to perform the Services such that the results are satisfactory to the County. The Consultant shall be solely responsible for determining the method, details and means of performing the Services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.

6.8. The Consultant is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses other than those specified in **Exhibit B**.

6.9. The Consultant may, at the Consultant's own expense, employ or engage the services of subconsultants and/or partners as the Consultant deems necessary to perform the Services. Employees, subconsultants and/or partners are not and shall not be employees of the County, and the County shall have no obligation to provide employees, subconsultants and/or partners with any salary or benefits. The Consultant shall be solely responsible and shall remain liable for the performance of the Services by the employees, subconsultants and/or partners in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations.

6.10. The Consultant acknowledges and agrees that the Consultant and its employees, subconsultants and/or partners have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

6.11. The Consultant understands that prompt and ready completion of the Services is

required by the County. The Consultant shall immediately notify the County in writing of any difficulty in complying with requirements of this Agreement.

7. NON ASSIGNMENT

7.1. In compliance with New York General Municipal Law Section 109, the Consultant agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title or interest therein, or its power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of the County.

8. SUBCONTRACTS

8.1. A subconsultant is a person who has an agreement with the Consultant to perform any of the Services.

8.2. The Consultant agrees to furnish to the County, prior to the execution of this Agreement, a list of names of subconsultants to whom the Consultant proposes to award any portion of the Services. The County shall be provided a copy of any and all agreement(s) between the Consultant and any subconsultants regarding the award of any portion of the Services within ten (10) days of their final execution.

8.3. Agreements between the Consultant and the subconsultant shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Exhibits and Contract Documents, insofar as applicable.

9. CHANGE IN SERVICES

9.1. In case of changes affecting the Scope of Services resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, the Consultant shall promptly notify the County of the identified changes and advise the County of the recommended solution. Services shall not be performed on such changes without prior written authorization through a contract amendment as provided by the County.

10. PROJECT MANAGERS

10.1. The County designates the Deputy Commissioner, Division of Engineering, as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to the Consultant's performance under this Agreement, and for its liaison and for coordination between the County and the Consultant. In the event the County wishes to make a change in the County's representative, the County will notify the Consultant of the change in writing.

10.2. The Consultant designates Allen J. Cowen, P.E. as its Project Manager, who shall have

immediate responsibility for the performance of the Services and for all matters relating to performance under this Agreement. Any change in the Consultant's designated personnel or subconsultants shall be subject to approval by the County Project Manager.

11. NOTICES

11.1. Any notice which the County may desire or is required at any time to give or serve the Consultant may be delivered personally, or be sent by United States mail, postage prepaid, addressed to the Consultant's Project Manager's attention, or at such other address as shall have been last furnished in writing by the Consultant to the County.

11.2. Any notice which the Consultant may desire or is required at any time to give or serve upon the County may be delivered personally at 6000 Airport Road, Oriskany, NY, or be sent by United States mail, postage prepaid, addressed to Deputy Commissioner, Division of Engineering, 6000 Airport Road, Oriskany, NY 13424, or at such other address as shall have been last furnished in writing by the County to the Consultant. Such personal delivery or mailing in such manner shall constitute a good, sufficient and lawful notice and service thereof in all such cases.

12. INDEPENDENT CONTRACTOR STATUS

12.1. It is expressly agreed that the relationship of the Consultant and its employees, subconsultants and/or partners to the County shall be that of Independent Contractors. The Consultant's employees, subconsultants and/or partners shall not be considered a employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Consultant, in accordance with its status as an independent contractor, covenants and agrees that its employees, subconsultants and/or partners will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

12.2. The Consultant warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Consultant and the County agree that the Consultant is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

12.3. The Consultant's employees, subconsultants and/or partners shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; or c) absence due to attendance at school or special training or a professional convention or meeting.

12.4. The Consultant acknowledges and agrees that neither the Consultant, nor its employees, subconsultants and/or partners shall be eligible for any County employee benefits, including retirement membership credits.

12.5. The Consultant shall be solely responsible for applicable taxes for all compensation paid to the Consultant or its employees, subconsultants and/or partners under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Consultant's form of business organization, and with respect to the employees, subcontractors and/or partners, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for Services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Consultant shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

12.6. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

12.7. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Consultant's or employees', subconsultants' and/or partners' Independent Contractor status, it is agreed that both the County and the Consultant shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

12.8. The Consultant agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

13. INDEMNIFICATION

13.1. The obligations of the Consultant under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

13.2. The Consultant agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, (including, without limitation, attorneys' fees and expenses) causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the Services of the Consultant and its subconsultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Consultant or failure on the part of the Consultant to comply with any of the covenants, terms or conditions of this Agreement. The obligations of the Consultant under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

13.3. The Consultant shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, employees, subconsultants or to any other persons, or damage to any property sustained during its provision of the Services under this Agreement, resulting from any act or omission or commission of error in judgment of any of its officers, trustees, servants or subconsultants, and shall hold harmless and indemnify the County from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the Consultant, its officers, trustees, agents, servants, volunteers or subconsultants. The Consultant shall be solely responsible for the safety and protection of all of its employees, volunteers, subconsultants or other agents whether due to the negligence, fault or default of the Consultant or not.

14. INSURANCE REQUIREMENTS

14.1. As part of its obligation to indemnify, defend and hold harmless the County, its officers, agents, employees, as set forth above, the Consultant agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

14.2. The Consultant shall purchase and maintain insurance of the following types of coverage and limits of liability with an Insurance carrier qualified and admitted to do business in New York State. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

14.3. The Consultant shall not commence the Services until such insurance has been approved by the County. The certificates shall be on forms approved by the County. Acceptance of the certificates shall not relieve the Consultant of any of the insurance

requirements, nor decrease the liability of the Consultant. The County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant grants the County a limited power of attorney to communicate with the Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

14.4. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Consultant's Commercial General Liability Policy, Auto Liability Policy, and Excess/Umbrella Policy. These certificates and the insurance policies required below shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the County.

14.5. Commercial General Liability Insurance (CGL): The Consultant agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000) annual aggregate. The Consultant agrees to have the County added to said insurance policy as a named additional insured, on a primary, non-contributory basis, as its interest may appear. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.

14.5.1. Coverage for the additional insured shall include completed operations.

14.5.2. The CGL coverage shall include a General Aggregate Limit and such General Aggregate Limit shall apply separately to each project, if applicable.

14.5.3. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, XCU (explosion, collapse and underground coverage) and personal and advertising injury.

14.5.4. There shall be no exclusions to contractual liability for Employee Injuries (i.e. Labor Law Exclusions).

14.5.5. The Contactor shall maintain CGL coverage for itself and the additional insured

for the duration of the Services and maintain Completed Operations coverage for itself and the additional insured for at least (three) 3 years after completion of the Services.

14.6. Auto Liability Insurance: The Consultant agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Business Auto Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000) for the term of this Agreement. Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The Consultant agrees to have the County added to said insurance policy as a named additional insured, on a primary, non-contributory basis, as its interests may appear.

14.7. Excess/Umbrella Liability Insurance: The Consultant agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Umbrella/Excess Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000) annual aggregate. The Consultant agrees to have the County added to said insurance policy as a named additional insured, on a primary, non-contributory basis, as its interests may appear. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

14.8. Professional and Pollution Liability Insurance: The Consultant shall maintain a Professional and Pollution liability policy and will provide the County with proof of coverage in the amount of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate.

14.9. Workers' Compensation and Employer's Liability Insurance: The Consultant agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Workers' Compensation Law.

14.10. The Consultant shall require any subconsultants to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the Consultant in the above Insurance Requirements paragraphs.

15. WAIVER OF SUBROGATION

15.1. The Consultant waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial Umbrella Liability, Business Auto Liability or Workers' Compensation and Employer's Liability Insurance maintained per requirements stated above.

16. REQUIRED PROVISIONS OF LAW

16.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

16.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.

16.3. The Consultant agrees that there shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. The Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. If the Consultant is determined to be in violation of this section, it shall be deemed to be in breach of this Agreement.

17. BREACH

17.1. A breach of this Agreement shall include, but not be limited to, the following:

17.1.1. A violation of section 16.3 hereinabove.

17.1.2. If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if the Consultant shall fail to deliver any required insurance certificate or bond.

17.1.3. If any representation or warranty made by the Consultant in this Agreement shall be incorrect or fallacious in any respect.

17.1.4. If the Consultant shall file a voluntary petition in bankruptcy court or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute, or shall

seek or acquiesce in the appointment of any trustee, receiver or liquidator of the Consultant.

17.1.5. If the Consultant assigns its rights and duties under this Agreement without written consent of the County.

17.1.6. The County shall review the Consultant's performance. If it is found the Consultant is not meeting the Contract Document conditions, it will be formally notified. If the condition is not corrected, then this will be cause for Agreement termination.

17.1.7. If default shall be made by the Consultant in keeping, observing or performing any of the terms or covenants contained in this Agreement, including any attachments or amendments.

17.1.8. If the Consultant breaches this Agreement, the County may declare the Consultant in default and pursue all remedies provided herein and available at law. Without limiting the available remedies, the County may proceed to perform the Services required under this Agreement and charge the expense thereby incurred against the monies to which the Consultant would have been entitled under this Agreement or may contract with a third party for the performance of the Services and charge the cost and expense thereof in a like manner. In the event of a default in the performance of the Services, the Consultant agrees to reimburse the County for all costs, expenses and damages incurred by the County in completing the Services in accordance with this Agreement.

17.2. In the event of a breach or threatened breach by either Party of its obligations under this Agreement, the other Party shall have the right to seek and obtain an injunction or other equitable relief, in addition to any other remedies provided by this Agreement, or by law.

18. **TERMINATION**

18.1. This Agreement may be terminated by the County immediately for cause or upon ten (10) days written notice.

18.2. If this Agreement is terminated, the Consultant shall be entitled to compensation for the Services satisfactorily performed to the effective date of termination; provided however, that the County may condition payment of such compensation upon the Consultant's delivery to the County of any and all documents, photographs, computer software, videotapes, and other materials provided to the Consultant or prepared by the

Consultant for the County in connection with this Agreement. Payment by the County for the Services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which the Consultant is entitled in the event of termination of this Agreement and the Consultant shall be entitled to no other compensation or damages and expressly waives same.

18.3. This Agreement may be terminated by the Consultant upon ten (10) days' written notice to the County only in the event of substantial failure by the County to fulfill its obligations under this Agreement through no fault of the Consultant.

19. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS

19.1. Original and generated computer diskettes, drawings and specification manuscripts are to remain the property of the County whether or not the project is completed. The Consultant may retain copies for reference. These documents shall not be used by the Consultant for other projects without prior written approval of the County. The County's use of this data for purposes other than originally intended without written verification or adoption by the Consultant shall be at the County's sole risk.

20. STANDARD ADDENDUM

20.1. The Consultant shall comply with the Standard Oneida County Contract Addendum, attached hereto as **Exhibit E**.

21. NON WAIVER

21.1. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by either of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

22. CHOICE OF LAW/FORUM

22.1. If either Party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

22.2. This Agreement shall be construed and enforced in accordance with the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

23. CONFLICTS

23.1. The terms of this Agreement shall control over any conflicting terms in any referenced documents and/or exhibits.

24. SUCCESSORS AND ASSIGNS

24.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

25. SEVERABILITY

25.1. If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

26. ENTIRE AGREEMENT

26.1. This Agreement contains the binding agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

26.2. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all Parties.

26.3. Multiple copies of this Agreement may be executed by the Parties and the Parties agree that the copy of this Agreement on file at the County is the version of this Agreement that shall take precedence should any differences exist among counterparts of this Agreement.

27. INCORPORATION BY REFERENCE

27.1. The following exhibits, attached hereto, are deemed incorporated into this Agreement whether or not actually attached;

27.1.1. Exhibit A – Salary Schedule & Staffing Table

27.1.2. Exhibit B – Direct Non Salary Cost

27.1.3. Exhibit C – Fee Summary

27.1.4. Exhibit D – Scope of Services

27.1.5. Exhibit E – Standard Oneida County Contract Addendum

28. AUTHORITY TO ACT/SIGN

28.1. The Consultant's signatory hereby represents and certifies that he or she has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by the Consultant's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Consultant; no other action on the part of the Consultant or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Contract or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

29. ADVICE OF COUNSEL

29.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the respective Parties herein have hereunto set their hands and seals
the day and year first above written.

COUNTY OF ONEIDA

By:

Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

BARTON & LOGUIDICE, D. P.C.

By:

[Handwritten Signature]

Date:

10/27/17

Approved:

By:

[Handwritten Signature]
Linda B. Lark, Assistant County Attorney

Date:

11-3-17

BARTON & LOGUIDICE, D.P.C.
PIN 2754.33
Roberts Road over Little Black Creek (BIN 2205940)

CONTENTS

Exhibit	Description
A-1	SALARY SCHEDULE
A-2	STAFFING TABLE
B-1	DIR. NON-SAL. COST
C	SUMMARY

Exhibit A, Page 1
Salary Schedule

BARTON & LOGUIDICE, D.P.C.
PIN 2754.33

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		MAXIMUM HOURLY RATES	
		2017		2017	
Principal	X (A)	\$ 76.50	\$ 76.50	\$ 76.50	\$ 76.50
Senior Vice President	IX (A)	\$ 76.50	\$ 76.50	\$ 76.50	\$ 76.50
Vice President	IX (A)	\$ 71.90	\$ 71.90	\$ 76.50	\$ 76.50
Associate	VIII (A)	\$ 60.90	\$ 65.50	\$ 65.50	\$ 65.50
Associate Vice President	VIII (A)	\$ 49.50	\$ 49.50	\$ 49.50	\$ 49.50
Senior Environmental Consultant	VII (A)	\$ 56.00	\$ 56.00	\$ 56.00	\$ 56.00
Senior Managing Engineer	VII (A)	\$ 54.01	\$ 60.00	\$ 60.00	\$ 60.00
Senior Managing Environmental Scien	VII (A)	\$ 59.80	\$ 59.80	\$ 59.80	\$ 59.80
Senior Managing Hydrogeologist	VII (A)	\$ 54.00	\$ 54.00	\$ 54.00	\$ 54.00
Senior Managing Hydrogeologist Cons	VII (A)	\$ 59.00	\$ 59.00	\$ 59.00	\$ 59.00
Senior Project Manager	VII (A)	\$ 57.33	\$ 60.00	\$ 60.00	\$ 60.00
Senior Managing Landscape Architect	VII (A)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Senior Project Landscape Architect	V (A)	\$ 36.30	\$ 36.30	\$ 36.30	\$ 36.30
Project Manager	VI (A)	\$ 47.25	\$ 53.50	\$ 53.50	\$ 53.50
Managing Engineer	VI (A)	\$ 46.88	\$ 54.00	\$ 54.00	\$ 54.00
Managing Landscape Architect	VI (A)	\$ 42.25	\$ 45.00	\$ 45.00	\$ 45.00
Managing Hydrogeologist	VI (A)	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00
Construction Manager	VI (A)	\$ 42.00	\$ 42.00	\$ 42.00	\$ 42.00
Consultant	VI (A)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Senior Water Quality Scientist	V (A)	\$ 41.10	\$ 50.00	\$ 50.00	\$ 50.00
Senior Land Use Planner	V (A)	\$ 47.00	\$ 49.00	\$ 49.00	\$ 49.00
Project Consultant	V (A)	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
Senior Project Engineer	V (A)	\$ 38.64	\$ 42.90	\$ 42.90	\$ 42.90
Senior Project Hydrogeologist	V (A)	\$ 42.50	\$ 42.50	\$ 42.50	\$ 42.50
Managing Environmental Scientist	V (A)	\$ 42.08	\$ 43.15	\$ 43.15	\$ 43.15
Managing Industrial Hygienist	V (A)	\$ 40.75	\$ 41.50	\$ 41.50	\$ 41.50
Senior Engineer	V (A)	\$ 35.83	\$ 38.30	\$ 38.30	\$ 38.30
Senior Project Environmental Scientist	V (A)	\$ 37.40	\$ 37.40	\$ 37.40	\$ 37.40
Project Engineer	IV (A)	\$ 34.13	\$ 38.60	\$ 38.60	\$ 38.60
Project Architect	IV (A)	\$ 34.10	\$ 34.10	\$ 34.10	\$ 34.10
Project Environmental Scientist	IV (A)	\$ 31.13	\$ 33.50	\$ 33.50	\$ 33.50
Engineer III	III (A)	\$ 30.00	\$ 32.50	\$ 32.50	\$ 32.50
Project Landscape Architect	III (A)	\$ 27.80	\$ 27.80	\$ 27.80	\$ 27.80
Environmental Scientist III	III (A)	\$ 25.65	\$ 25.65	\$ 25.65	\$ 25.65
Land Use Planner III	III (A)	\$ 26.20	\$ 26.20	\$ 26.20	\$ 26.20
Industrial Hygienist III	III (A)	\$ 26.68	\$ 27.50	\$ 27.50	\$ 27.50
Assistant Landscape Architect II	II (A)	\$ 24.20	\$ 24.20	\$ 24.20	\$ 24.20
Engineering Designer I	II (A)	\$ 36.75	\$ 37.50	\$ 37.50	\$ 37.50
Industrial Hygienist I	II (A)	\$ 23.60	\$ 23.60	\$ 23.60	\$ 23.60
Intern Architect II	II (A)	\$ 26.00	\$ 26.00	\$ 26.00	\$ 26.00
Engineer II	II (A)	\$ 28.17	\$ 28.50	\$ 28.50	\$ 28.50
Hydrogeologist II	II (A)	\$ 22.18	\$ 23.35	\$ 23.35	\$ 23.35
Engineer I	I (A)	\$ 26.64	\$ 28.50	\$ 28.50	\$ 28.50
Environmental Scientist II	I (A)	\$ 19.73	\$ 19.80	\$ 19.80	\$ 19.80
Resident Engineer	IV (N)	\$ 43.58	\$ 55.00	\$ 55.00	\$ 55.00
Principal Engineering Technician	IV (N)	\$ 34.15	\$ 35.80	\$ 35.80	\$ 35.80
Engineering Technician	IV (N)	\$ 32.23	\$ 35.00	\$ 35.00	\$ 35.00
Senior Engineering Technician	IV (N)	\$ 31.70	\$ 31.70	\$ 31.70	\$ 31.70
Senior Designer	IV (N)	\$ 26.50	\$ 26.50	\$ 26.50	\$ 26.50
Senior GIS Analyst	III (N)	\$ 34.50	\$ 34.50	\$ 34.50	\$ 34.50
Senior Inspector	III (N)	\$ 32.70	\$ 41.00	\$ 41.00	\$ 41.00
Designer	II (N)	\$ 24.50	\$ 24.50	\$ 24.50	\$ 24.50
CAD Technician	II (N)	\$ 22.20	\$ 22.20	\$ 22.20	\$ 22.20
Assistant Landscape Architect I	II (N)	\$ 20.70	\$ 20.70	\$ 20.70	\$ 20.70
Land Use Planner I	II (N)	\$ 20.40	\$ 20.40	\$ 20.40	\$ 20.40
Industrial Hygienist I	II (N)	\$ 17.70	\$ 17.70	\$ 17.70	\$ 17.70
Field Technician	I (N)	\$ 17.40	\$ 18.00	\$ 18.00	\$ 18.00
Engineering Aide	I (N)	\$ 29.30	\$ 30.00	\$ 30.00	\$ 30.00
Project Administrator	N/A	\$ 25.35	\$ 26.75	\$ 26.75	\$ 26.75
Senior Group Technical Assistant	N/A	\$ 21.36	\$ 25.00	\$ 25.00	\$ 25.00
Group Technical Assistant / Technical	N/A	\$ 17.50	\$ 18.20	\$ 18.20	\$ 18.20
Intern	N/A	\$ 13.50	\$ 15.00	\$ 15.00	\$ 15.00

NOTES:

OVERTIME POLICY

- Category A - No overtime compensation
- Category B - Overtime compensated at straight time rate
- Category C - Overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week

Exhibit A, Page 2
Staffing Table

BARTON & LOGUIDICE, D.P.C.
PIN 2754.33

JOB TITLE	ASCE (A) OR NICET (N) GRADE	SECTIONS								TOTAL HOURS	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR
		1	2	3	4	5	6	7	8			
Vice President	IX	10		5	2	4				21	\$71.90	\$1,509.90
Senior Managing Engineer	VII									0	\$54.01	0.00
Managing Engineer	VI	28	15	40	4	67	7			161	\$46.88	7,547.68
Construction Manager	VI									0	\$42.00	0.00
Senior Project Engineer	V									0	\$38.64	0.00
Managing Environmental Scientist	V				30					30	\$42.08	1,262.40
Project Manager	VI		7	20		29				56	\$47.25	2,646.00
Engineer III	III									0	\$30.00	0.00
Engineer II	II	8	40	144	32	260	12			496	\$28.17	13,972.32
Engineer I	I									0	\$26.64	0.00
Environmental Scientist III	III		4		44					48	\$25.65	1,231.20
Principal Engineering Technician	IV		2	68		210				280	\$34.15	9,562.00
Engineering Technician	IV									0	\$32.23	0.00
Senior GIS Analyst	III									0	\$34.50	0.00
Engineering Aide	I			8		4	4			16	\$29.30	468.80
Senior Group Technical Assistant	N/A		1	17	5	8	4	4		35	\$21.36	747.60
TOTAL		46	69	302	117	582	27	0	0	1143		\$38,947.90

Exhibit B, Page 1
 Estimate of Direct Non-Salary Cost

 BARTON & LOGUIDICE, D.P.C.
 PIN 2754.33

1. Travel, Lodging and Subsistence

Trips to Site/County	trips	miles per				
	5	70	miles/trip	350		
Miscellaneous				<u>100</u>		
		Total Mileage		450	@	\$0.54 \$240.75

TOTAL TRAVEL, LODGING, & SUBSISTENCE \$241

2. Reproduction, Drawings & Report

		Sheets	Set	
Design Report				
Pre-Draft thru Final	0.10	200	10	\$200.00
Brochure/Handout	0.10	2	50	10.00
Miscellaneous	0.05	2000	1	100.00
Plans/Cross-Sections	0.10	50	10	50.00
Prints	0.20	50	10	<u>100.00</u>

TOTAL DRAWING, REPORT, REPRODUCTION \$460

3. Environmental Screenings/Reports \$450

4. Mail, Postage & Shipping \$150

5. HAER Documentation \$0

6. Subcontractor for Borings (Estimated) \$0

7. Subcontractor for Survey \$8,400

8. Subcontractor for ROW \$0

Direct Non-Salary Cost	\$1,301
Direct Non-Salary Cost (Subconsultants/Subcontractors)	\$8,400

TOTAL DIRECT NON - SALARY COST \$9,701

Exhibit C
Summary

BARTON & LOGUIDICE, D.P.C.
PIN 2754.33

	<u>TOTAL</u>
Item IA, Direct Technical Salaries (estimated) subject to audit	\$38,948
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$1,301
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$0
Item III, Overhead (estimated) subject to audit) (@ 175% Office Rate)	\$68,159
Item IV, Fixed Fee (negotiated)	\$10,700
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	\$8,400
 TOTAL ESTIMATED CONSULTANT COST	 \$127,500
 MAXIMUM AMOUNT PAYABLE	 \$128,000

STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.

Roberts Road over Little Black Creek (BIN 2205940)

PIN 2754.33

SECTION	TASK	DESCRIPTION / ASSUMPTIONS	Principal	Sr. Managing Engineer	Managing Engineer	Construction Manager	Sr. Project Engineer	Managing Environmental	Project Manager	Engineer III	Engineer II	Engineer I	Environmental Scientist III	Principal Engineering Technician	Engineering Technician	Senior GIS Analyst	Engineering Aide	Senior Group Technical Assistant	TOTAL	
1		GENERAL																		
	1.05	Project Familiarization. Review existing County-provided information. Site visit.		4							8									12
	1.06	Project Meetings	4	4	12															16
	1.07	Cost & Progress Reporting. Progress Report Summary Sheet per Manual & monthly invoicing	12	6	12															18
		TOTALS for Section 1	10	28						8									46	
2		DATA COLLECTION & ANALYSIS																		
	2.01A	Ground Survey by Popli. B&L to coordinate.							4											4
	2.01B	Survey of Stream Sections by Popli.		1				1												2
	2.01C	Survey of Wetlands Boundaries by B&L.										4								4
	2.01D	Supplemental Survey by Popli. (Assume none)																		0
	2.02	Mapping by Popli. B&L to review for completeness and conformance with standards							2					2						4
	2.03	Existing Conditions: Site Visit under Task 1.05; document conditions for DAD		4							8									12
	2.04	Accident Analysis									2									2
	2.05	Determine existing traffic speeds & volumes; forecast growth. Flow diagram will not be needed.									2									2
	2.06	Complete LOS analysis.									2									2
	2.07	Future plans. Discuss with County			2						2									4
	2.08	Soil Investigation. B&L to secure subcontractor services. (Not Applicable)															1			1
	2.09	Hydraulic Analysis. Hydrology and hydraulics of existing & proposed structures			8						24									32
	2.10A	Bridge In-Depth Inspection (Not Applicable - site visit under Task 1.05)																		0
	2.10B	Load Rating/Capacity Analysis (Not Applicable)								7		40		4	2					0
		TOTALS for Section 2		15					7	40		4	2					1	69	
		PRELIMINARY DESIGN																		
	3.01	Design Criteria. Determine design speed and appropriate design criteria for highway classification.		2					1		4									7
	3.02A	Preliminary Studies: Evaluate two alternatives		4				8		16				16					44	
	3.02B	Evaluate Design Alternative: Evaluate design criteria, drainage & utilities																	0	
			Plans: 1 Profiles: 1	1	1	1		2		8	8			12					24	
		Typical Sections: 1		1	1		2		8	8			8					19		
		Totals Preliminary Plans:	3	1	3		6		24	24			28					62		

STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.
 Roberts Road over Little Black Creek (BIN 2205940)
 PIN 2754.33

SECTION	TASK	DESCRIPTION / ASSUMPTIONS	Sr. Managing Engineer	Principal	Managing Engineer	Construction Manager	Sr. Project Engineer	Managing Environmental	Project Manager	Engineer III	Engineer II	Engineer I	Environmental Scientist III	Principal Engineering Technician	Engineering Technician	Senior GIS Analyst	Engineering Aide	Senior Group Technical Assistant	TOTAL
	3.03	Design Alternatives: Cost Estimating for approach reconstruction work: Initial Estimate: Updates (Each): 1 Totals Estimating:	1					2	1	2	8								11
	3.04	Develop the Draft DAD (1 copy). Resolution & Response to Comments Advisory Agency Review:	12	2				3	3		10	40					4	8	66
	3.05	Open House Informational Meeting. Prepare display boards for plans, profile & Typical Sections. Attend Public Meeting. Preliminary Bridge Plan	2						2		6						2		12
	3.06A	Structure Justification Report Resolution & Response to Comments DDAD.	1								2								
	3.07	Preparation of Final DAD - 2 Copies	4								8								21
	3.08	Preparation of Final DAD - 2 Copies	4	2							12								26
			4	1							12								24
			2								4								6
			1								4						2	2	9
			40	5							144						2	4	8
		TOTALS for Section 3							20					68			8	17	302

STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.
 Roberts Road over Little Black Creek (BIN 2205940)
 PIN 2754.33

SECTION	TASK	DESCRIPTION / ASSUMPTIONS	Principal	Sr. Managing Engineer	Managing Engineer	Construction Manager	Sr. Project Engineer	Managing Environmental	Project Manager	Engineer III	Engineer II	Engineer I	Environmental Scientist III	Principal Engineering Technician	Engineering Technician	Senior GIS Analyst	Engineering Aide	Senior Group Technical Assistant	TOTAL
	4.05P	Invasive Species																	0
	4.05Q	Visual Impacts																	0
	4.05R	Critical Environmental Areas																	0
	4.05S	Complete Streets Checklist		1							4								5
	4.05T	Environmental Justice																	0
	4.06U	Natural Landmarks																	0
	4.06V	Coast Guard Bridge Permit																	0
	4.06	Permits, Complete Joint Application for Permit, APA Permit		1				4			24							1	30
TOTALS for Section 4			2		4			30			32		44					5	117

STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.

Roberts Road over Little Black Creek (BIN 2205940)

PIN 2754.33

SECTION	TASK	DESCRIPTION / ASSUMPTIONS	Principal	Sr. Managing Engineer	Managing Engineer	Construction Manager	Sr. Project Engineer	Managing Environmental	Project Manager	Engineer III	Engineer II	Engineer I	Environmental Scientist III	Principal Engineering Technician	Engineering Technician	Senior GIS Analyst	Engineering Aide	Senior Group Technical Assistant	TOTAL
		Total ADP 24	0	43	0	0	0	0	25	0	172	0	0	206	0	0	0	0	446
		Templated Cross Sections: 25 ft intervals = 24 cross sections @ 3 per sheet @ 1'-10' scale = 8							4		8			4					16
	6.02	Contract Documents. 2 Copies to the County for Review	4	4							12						4	8	32
	6.03	Cost Estimating:																	
		Initial Estimate: 1		10							40								50
		Updates (Each): 1		2							8								10
		Totals Estimating:		12							48								60
	6.04	Utilities. Coordination with utility company.		4							16								20
	6.05	Bridge Inventory & Level 2 Load Rating Forms		2							4								6
	6.06	Information Transfer. Submit original Contract Documents and Drawings to the County.		2															2
		TOTALS for Section 6	4	67					29		260			210			4	8	582

Section 1 - General

1.01 Project Description and Location

This project is known as:

PIN: 2754.33

Project Description: BIN 2205940 – Roberts Road over Little Black Creek

Project Limits: The project includes rehabilitation of the existing bridge carrying Roberts Road over Little Black Creek and approximately 200 feet of approach reconstruction

Sponsor(s): Oneida County

County: Oneida County

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits specified above.

1.02 Project Manager

The **Sponsor's** Project Manager for this project shall be Mark Laramie who can be reached at (315) 793-6213; Fax (315) 768-6299

All correspondence to the **Sponsor** should be addressed to:

Oneida County Department of Public Works
5999 Judd Road
Oriskany, NY 13424

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

1.03 Project Classification

This project is assumed to be a Class II action under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Type II.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10.

1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information:

- Approved project initiation document (Initial Project Proposal, Bridge NY application or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Transportation needs.
- Plans for future related transportation improvements or development in the area of the project.
- Traffic data.
- Accident records and history.
- Most recent bridge inspection and condition report, NYSDOT weighted-average bridge condition rating, FHWA sufficiency rating, and NYSDOT Bridge Management System rating.
- Record as-built plans (if available)
- Pavement history.
- Anticipated permits and approvals (initial determination).
- Terrain data requirements for design.
- Available project studies and reports.
- Other relevant documents pertaining to the project.

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the Sponsor's Project Manager. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the "Cost Control Report". The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period). The **Consultant** will update the project schedule on a monthly basis and provide the updated schedule to the **Sponsor**. The monthly progress report will be updated in the NYSDOT Oracle Primavera P6 Team Member application.

1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the NYSDOT Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the PLAFAP those listed in the PLAFAP take precedence.]

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYSDOT PLAFAP Manual*.

Section 2 - Data Collection & Analysis

2.01 Design Survey

A. Ground Survey

The **Consultant** will provide terrain data required for design by means of a topographic field survey.

B. Stream Survey

The **Consultant** will perform field survey necessary to develop stream cross sections for the hydraulic analysis of the Little Black Creek. The location and width of the sections will be sufficient to satisfactorily perform a hydraulic analysis of the named stream.

C. Survey of Wetland Boundaries

The **Consultant** will perform the field survey necessary to accurately locate delineated wetland boundaries. This survey should be performed as soon after delineation as possible.

D. Supplemental Survey

The **Consultant** will provide supplemental survey when needed for design purposes and to keep the survey and mapping current.

E. Standards

Survey will be done in accordance with the standards set forth in the *NYS DOT Land Surveying Standards and Procedures Manual* and in accordance with local standards described in Section 10 of the SOS.

2.02 Design Mapping

The **Consultant** will provide the following design mapping:

- 1:20 scale mapping with 2.0 foot contour intervals.

The **Consultant** will provide supplemental mapping when needed for design purposes and to keep the mapping current.

2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

2.04 Accident Data and Analysis

The **Sponsor** will provide accident records for the last three years for roads within the project limits plus one-tenth of a mile immediately outside of the project limits.

The **Consultant** will prepare collision diagrams and associated summary sheets, and note any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits. ***It is anticipated that an accident analysis will not be required.***

2.05 Traffic Counts

The **Sponsor** will provide traffic count data for existing conditions, growth factors for forecasting, and forecast data, in accordance with the requirements noted in the *NYS DOT Traffic Monitoring Standards for Contractual Agreements Manual*.

The **Consultant** will provide flow diagrams for appropriate peak periods (e. g., am, noon, and pm) showing existing and design year volumes on the mainline, on each approach of all intersections, and at major traffic generators. ***It is anticipated that flow diagrams will not be required.***

2.06 Capacity Analysis

The **Consultant** will perform capacity analyses using the latest version of the Transportation Research Board's *Highway Capacity Manual* at mainline and intersection locations within the project limit to determine:

- Existing level of service.
- Design year level of service.
- Estimates of the duration of the poor level of service where it occurs during commuter travel periods.

The **Consultant** will develop project travel speed and delay estimates for the peak hour and average hour for:

- Existing traffic conditions.
- Design year traffic for the null alternative.

2.07 Future Plans for Roadway and Coordination with Other Projects

The **Sponsor** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

The **Sponsor** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes).

The **Sponsor** will provide all necessary information pertaining to the other projects or developments.

2.08 Soil Investigations (Not Applicable)

The **Consultant** will determine the boring locations, diameters, and sampling intervals; designate soil boring numbers; stake out the locations; take the soil borings; document the resulting subsurface information; and survey and map the actual boring locations. ***It is anticipated that soil borings will not be required.***

2.09 Hydraulic Analysis

The **Consultant** will perform a hydraulic analysis in accordance with the principles outlined in the Section 3.4 of the *NYSDOT Bridge Manual*.

2.10 Bridges To Be Rehabilitated

A. Inspection

The **Consultant** will perform a field inspection of the bridge to determine its condition, to establish the rehabilitation work necessary, and to prepare a Level 1 load rating. The intent is to supplement the inspection done as part of the NYSDOT's on-going bridge inspection program, not to duplicate it.

The **Consultant** will perform and document the findings of an in-depth inspection of each bridge in accordance with the current AASHTO "Manual for Condition Evaluation of Bridges." ***Staffing hours have been incorporated under Task 1.05.***

B. Load Rating of Existing Bridge (Not Applicable)

The **Consultant** will perform a Level 1 rating of the existing bridge in accordance with NYSDOT's *Uniform Code of Bridge Inspection*. Immediately upon completion, the **Consultant** will transmit two copies of the load rating calculations and summary sheets to the **Sponsor** and the Regional Local Projects Liaison for filing. Bridge is programmed as a superstructure replacement at a minimum; therefore **it is anticipated that a Level 1 Load Rating of the existing structure will not be required.**

Section 3 - Preliminary Design

3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the *NYSDOT Project Development Manual*.

The **Sponsor** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

3.02 Development of Alternatives

A. Selection of Design Alternative(s)

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Sponsor's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept and alignment, the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views which show:

- **On plan:** proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits.
- **On profile:** theoretical grade lines; critical clearances; vertical curve data; grades; and touchdown points.
- **On typical section:** lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.
- **Where necessary:** important existing features.
- **Where pertaining to feasibility:** significant environmental and geometric design constraints, labeled as such.

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will meet with the **Sponsor** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the **Sponsor** will select one, or in some cases more, design alternative(s) for further development.

B. Detailed Evaluations of Alternative(s)

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and will include:

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the *NYS DOT Highway Design Manual*.
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- Traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.
- Pavement.
- Structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs). Bridge investigative work (inspection, deck coring, etc.) is covered under Section 2.
- Drainage.
- Maintenance responsibility.
- Maintenance and protection of traffic during construction.
- Soil and foundation considerations.
- Utilities.
- Railroads.
- Right-of-way acquisition requirements.
- Conceptual landscaping (performed by a Registered Landscape Architect).
- Accessibility for pedestrians, bicyclists and the disabled.
- Lighting
- Construction cost factors.

The **Consultant** will prepare the following drawings for each design alternative analyzed:

- 1:20 plans showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- Profiles, at a scale of 1:20 horizontal and 1:40 (maximum) vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline stations and equalities; construction limits; and superelevation data.
- Typical sections showing (as a minimum) lane, median, and shoulder widths, bridge rails; guide rails; ditches; gutters; curbs; and side slopes.

3.03 Cost Estimates

The **Consultant** will develop, provide, and maintain a cost estimate for each design alternative.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

3.04 Preparation of Draft Design Approval Document

For this project the Design Approval Document (DAD) will be a **Project Scoping Report/Final Design Report (PSR/FDR)**.

The **Sponsor** will make all determinations not specifically assigned to the **Consultant** which are needed to prepare the Draft DAD.

The **Consultant** will prepare a DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the NYSDOT *Project Development Manual (PDM)*.

The **Consultant** will submit one copy of the DAD to the **Sponsor** for review. The **Sponsor** will review the DAD and provide the **Consultant** with review comments. The **Consultant** will revise the DAD to incorporate the comments.

3.05 Advisory Agency Review

The **Consultant** will provide the **Sponsor** with one copy of the signed DAD for distribution to advisory agencies.

The **Consultant** will distribute the DAD to the advisory agencies.

The **Consultant** will assist the **Sponsor** in evaluating and preparing individual responses to the review comments received.

3.06 Public Information Meeting and/or Public Hearing

A. Public Information Meeting

The **Consultant** will assist the **Sponsor** at one public information meeting with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.

The **Sponsor** will arrange for the location of a public information meeting. The **Consultant** will assist the **Sponsor** with appropriate notification.

The Public Information Meeting will occur just prior to the Detailed Development of Alternatives. The purpose for this meeting will be to solicit concerns relative to the alternative, for use by the County in selecting a preferred alternative to advance, together with the null alternative, to the Detailed Development of Alternatives and Design Report phase.

The **Consultant** will assist the **Sponsor** with appropriate notification and will produce, modify as necessary, and provide 30 copies of an informational brochure for distribution.

3.07 Preliminary Bridge Plans

A. New and Replacement Bridges

The **Consultant** will prepare and submit to the **Sponsor** a Preliminary Bridge Plan in accordance with the *NYSDOT Bridge Manual*. The **Consultant** will prepare and submit to the **Sponsor** a Structure Justification Report. The format and content of the Structure Justification Report will be as outlined in the *NYSDOT Bridge Manual*.

B. Selected Structural Treatment

The **Consultant** will modify the Structure Justification Report, Preliminary Bridge Plan and/or Preliminary Bridge Rehabilitation Plan to incorporate **Sponsor** review comments.

The **Sponsor** will approve the selected structural treatment and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

3.08 Preparation of Final Design Approval Document

The **Sponsor** will obtain all necessary approvals and concurrences, and will publish all applicable legal notices with assistance from the **Consultant**.

The **Consultant** will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the *PDM Manual*, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.

The **Consultant** will submit one (1) copy of the Final DAD to the **Sponsor** for review. The **Sponsor** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments. The **Consultant** will send one copy to the County.

The **Sponsor** will submit two (2) copies of the Final DAD to NYSDOT for a Final Environmental Determination. NYSDOT will make the determination or obtain FHWA's determination. If necessary, NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The **Sponsor** will grant or obtain, from or through the NYSDOT, Design Approval.

Section 4 - Environmental

4.01 NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification.

If the project is assumed to be a Class II action, then the **Consultant** will complete the NEPA Checklist, and forward the completed checklist to the **Sponsor** for forwarding to the NYSDOT (with the Final DAD) for a final NEPA determination.

This project is assumed to be a categorical exclusion.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

4.02 SEQRA Classification

The **Consultant** will assist the **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency. Consultant tasks may include, but are not limited to:

- Drafting letters to involved agencies to determine the lead agency.
- Drafting Environmental Assessment Form(s).
- Drafting a negative declaration.
- Drafting a positive declaration.
- Drafting notices.

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

4.03 Smart Growth

The **Sponsor** will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit same to the Sponsor for attestation. (New York State's Smart Growth policy was adopted by amendment to the State Highway Law and is intended to minimize the "unnecessary cost of sprawl development." It requires public infrastructure projects to undergo a consistency evaluation and attestation using established Smart Growth Infrastructure Criteria. The consistency evaluation is measured with the Smart Growth checklist which can be found in the Chapter 7 Appendices on the PLAFAP Manual website.)

4.04 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Surface Water
- Ground Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains

- Coastal Zone Management
- Navigable Waterways
- Historic and/or Archaeological Resources
- Parks
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmland and/or Agricultural Districts
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Complete Streets
- Environmental Justice
- Natural Landmarks
- Coast Guard Bridge Permit

Work will be performed, as summarized in the PLAFAP Manual and detailed in the PDM and the TEM, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

4.05 Detailed Studies and Analyses

Based on the work performed in Section 4.03, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Sponsor** must concur with the **Consultant's** determination.

Detailed study or analysis work will be performed and documented as detailed in the PLAFAP Manual, as well as in the PDM and the TEM. Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

Detailed study or analysis will be done for:

- A. General Ecology and Endangered Species
- ~~B. Ground Water~~
- ~~C. Surface Water~~
- ~~D. State Wetlands~~
- ~~E. Federal Wetlands~~
- ~~F. Floodplains~~
- ~~G. Coastal Zone Management~~
- ~~H. Historic Resources and/or Archaeological Resources~~
- ~~I. Parks—Section 4(f) and Section 6(f) Evaluations~~
- J. Hazardous Waste
- K. Asbestos
- ~~L. Noise~~
- ~~M. Air Quality~~
- ~~N. Energy~~
- ~~O. Farmlands and/or Agricultural Districts~~
- ~~P. Invasive Species~~

Q. Visual Impacts
R. Critical Environmental Areas
S. Complete Streets
T. Environmental Justice
U. Natural Landmarks
V. Coast Guard Bridge Permit

4.06 Permits and Approvals

The **Consultant** will obtain all applicable permit(s) and certification, including but not necessarily limited to:

- Article 24 Freshwater Wetlands Permit
- Article 25 Tidal Wetlands Permit
- FHWA Executive Order 11990 Wetlands Finding
- U.S. Coast Guard Section 9 Permit
- U.S. Army Corps of Engineers Section 10 Permit (Individual or Nationwide)
- U.S. Army Corps of Engineers Section 404 Permit (Individual or Nationwide)
- NYSDEC Section 401 Water Quality Certification
- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit
- NYSDEC Article 15 Protection of Waters Permit
- Safe Drinking Water Act Section 1424(e)
- Migratory Bird Treaty Act
- Coastal Zone Consistency
- Scenic, Wild and Recreational Rivers

NYSDOT will be responsible for coordinating 106/4(f) and Threatened and Endangered Species. The **Consultant** will provide NYSDOT information to be submitted.

4.07 Public Hearing (Not Applicable)

The **Consultant** will provide exhibits to supplement reports for courtroom purposes.

Before the hearing, the Consultant will meet with the **Sponsor** to review the permit or certification application.

The **Consultant** will attend the hearing and, as required, provide expert testimony relevant to the particular application. The **Sponsor** will arrange for and provide any necessary legal assistance at the hearing. The **Consultant's** expert witnesses will have personally been in responsible charge of those aspects of the study to which their testimony is directed.

Section 5 - Right-of-Way (NOT INCLUDED)

5.01 Right-of-Way Boundaries

Existing Right-of-Way Boundaries shall be shown on the plans.

The existing Right-of-Way/Highway Boundaries shall be determined from record plans (if available) provided by the City, and tax map information.

5.02 Right-of-Way Survey, Mapping and Acquisitions

No Right-of-Way survey, mapping and acquisitions are anticipated; therefore, ROW is not scoped as part of this project. If ROW acquisitions are necessary, all tasks and hours for the work shall be covered under a SUPPLEMENTAL AGREEMENT.

Section 6 - Detailed Design

6.01 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be near **100%** complete.

As part of this task the **Consultant** will prepare templated cross sections at 25 ft intervals.

Advance Detail Plans will be in accordance with Chapter 21 of the NYSDOT Highway Design Manual.

The **Consultant** will prepare and submit a copy of the ADP's to the **Sponsor** for review.

The **Consultant** will prepare and submit two (2) copies of the ADPs to the NYSDOT for review. The **Consultant** will modify the design to reflect the review of the ADP package.

6.02 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i.e., record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit 3 copies of the contract bid documents to NYSDOT as described in the *PLAFAP Manual*.

6.03 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

6.04 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see PLAFAP Manual Appendix 10-8).

6.05 Bridge Inventory and Load Rating Forms

The **Consultant** will complete and provide the **Sponsor** and the NYSDOT with:

- Inventory Update forms, per the current NYSDOT Bridge Inventory Manual for Bridge Inventory and Inspection System, reflecting all proposed physical changes resulting from construction.
- Level 2 Load Rating Data Input forms, per the NYSDOT User Manual for Structural Rating Program for Bridges and current NYSDOT guidance on the "Procedure for Inventorying, Inspecting, and Level 2 Load Rating, New, Replacement and Reconstructed or Rehabilitated Bridges."

6.06 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files. The electronic information will be in the format requested by the **Sponsor**.

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the **Sponsor**, the **Consultant** will place the advertisements.

Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.

7.02 Pre-Bid Meeting (Not Applicable)

The **Consultant** will hold a pre-bid meeting at the site prior to the bid opening. The time and date will be coordinated with the **Sponsor**.

7.03 Bid Opening (Letting)

The **Consultant** will assist the **Sponsor** in holding the public bid opening.

7.04 Award

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder.
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
- Breaking the low bid into fiscal shares, if necessary.
- Determining whether the low bid is unbalanced.
- For pay items bid more than 25% over the Engineer's Estimate:
 - Checking accuracy of quantity calculations.
 - Determining appropriateness of price bid for work in the item.
 - Determining whether the low bidder is qualified to perform the work.

The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Sponsor** will award the contract and will transmit the award package to the NYSDOT as described in the Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual.

Section 8 - Construction Support (NOT INCLUDED)

CONSTRUCTION SUPPORT WILL BE PROVIDED UNDER SUPPLEMENTAL AGREEMENT ONCE THE EXTENTS OF DESIGN SERVICES ARE DETERMINED.

8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

The **Consultant** will attend one pre-construction meeting with the **Sponsor** and selected and approved Contractor.

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve structural shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

Section 9 - Construction Inspection (NOT INCLUDED)

CONSTRUCTION INSPECTION WILL BE PROVIDED UNDER SUPPLEMENTAL AGREEMENT ONCE THE EXTENTS OF DESIGN SERVICES ARE DETERMINED.

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Municipal Project Engineer

The **Sponsor** will assign a Project Engineer to the contract covered by this agreement. This Project Engineer will be the **Sponsor's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Engineer.

9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement. The **Consultant** will recommend inspectors to the **Sponsor** for approval prior to their assignment to the project. Resumes, proof of required certification and the proposed initial salary shall be furnished. The **Sponsor** may want to interview before approval, and reserves the right to disapprove any application. The employment of all consultant personnel is conditional, subject to satisfactory performance, as determined by the **Sponsor**.

For all construction inspection agreements, it is mandatory that all technician personnel be identified by the National Institute for Certification in Engineering Technologies (NICET) certification levels in the staffing tables. In addition, all Transportation Engineering Technicians-Construction assigned to the project at and above level III, Engineering and Senior Engineering Technicians, must be certified by NICET. Transportation Engineering Technicians-Construction below level III assigned to the project must have successfully completed the General Work Element requirements and at least those Special Work Elements which apply to their specific project assignments at the level of their rating.

In lieu of the NICET certification requirements, the Sponsor may accept evidence that the person proposed for employment (1) has satisfactorily performed similar duties as a former NYS Department of Transportation

(NYSDOT) employee or (2) has a combination of education and appropriate experience commensurate with the scope of the position in question.

Technicians employed by the **Consultant** that perform field inspection of Portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

NICET LEVEL	NICET CODE	NICET WORK ELEMENT
I	82019	Sample Fresh Concrete
I	82020	Slump Test
II	84068	Air Content, Pressure
II	84069	Air Content, Gravimetric
II	84070	Air Content, Volumetric
II	84076	Field Prepared Test Specimens

Inspectors designated as the responsible person in charge of work zone traffic control must have sufficient classroom training, or a combination of classroom training and experience, to develop needed knowledge and skills. Acceptable training should consist of a formal course presented by a recognized training program which includes at least two full days of classroom training. A minimum of two days classroom training is normally required, although one day of classroom training plus responsible experience may be considered. Recognized training providers include American Traffic Safety Services Association (ATSSA), National Safety Council (NSC), Federal Highway Administration's National Highway Institute (FHWA-NHI), and accredited colleges and universities with advanced degree programs in Civil/Transportation/Traffic Engineering. Former DOT employees may be considered on the basis of at least one day of formal classroom training combined with responsible M&PT experience.

Technicians employed by the **Consultant** who perform field inspection of geotechnical construction (earthwork), including, but not limited to embankment construction, subbase placement, structure and culvert backfill placement, and testing of earthwork items for in-place density and/or gradation, shall possess a current certification and/or proof of training from the following organization:

North East Transportation Technician Certification Program (NETTCP) Soils and Aggregate Inspector Certification. An alternative to the certification/training listed above would be proof of previous training (within the past 5 years) of the NYSDOT Earthwork Inspectors School, given by the Department's Geotechnical Engineering Bureau.

9.07 Scope of Services/Performance Requirements

- Quality

The Consultant will enforce the specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

- Record Keeping & Payments to the Contractor

All records must be kept in accordance with the NYSDOT Manual for Uniform Record Keeping as well as any requirements required by the **Sponsor**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract to ensure that the Contractor complies with the Contract Plans and Specifications.

Any record plans, engineering data, survey notes or other data provided by the **Sponsor** should be returned to the **Sponsor** at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.

Unless otherwise modified by this agreement, the **Consultant** will check, and when acceptable, approve all structural shop drawings.

The **Consultant** must submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the **Sponsor** within five (5) weeks after the date of the acceptance of the contract.

- Health & Safety/Maintenance and Protection of Traffic

1. The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **Sponsor** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.
2. The **Consultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

- Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. When monitoring the Contractor's Equal Opportunity and Labor compliance, the Consultant, will utilize the guidance contained in the contract, standard specifications and the **Sponsor's** policies. The Consultant is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained Equitable Business Opportunities (EBO) database.

<https://www.dot.ny.gov/dotapp/ebo>

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- Section 1 Estimate 4 meetings during the life of this agreement.
- Estimate 18 cost and progress reporting periods will occur during the life of this agreement.
- Section 2 Assume that GPS methods and equipment will be used to establish local control points.
- Estimate 0 accidents will require analysis.
- Estimate 1 capacity analyses will be required.
- Estimate 0 soil borings will be taken.
- Estimate 8 stream sections will be required
- Section 3 Estimate 2 concepts will be evaluated for the site.
- Estimate 2 design alternative(s) will be analyzed in addition to the null alternative for the site.
- Estimate 2 cost estimate(s) plus 1 update will be required.
- Estimate 0 bridge will be replaced and 1 will be rehabilitated
- Section 4 Estimate 3 permits will be required.
- Section 5 Estimate 0 ROW Maps will be required
- Section 6 Estimate 1 cost estimate(s) plus 1 update will be required.
- Estimate 0 bridge will be replaced and 1 will be rehabilitated.
- Estimate 3 utility companies and 0 railroad agencies will be affected.
- Section 7 Estimate 20 copies of the final contract bid documents will be needed.
- Estimate advertisements will be placed in 2 publications in addition to the NYS Contract Reporter.

10.02 Technical Assumptions

- A. Major Items of Work:
Superstructure Replacement of Roberts Road over Little Black Creek
- B. The project will be progressed using English units.
- C. Assume bridge superstructure replacement concept will be evaluated. Assume a bridge replacement concept, based on NYSDOT shoulder break area estimate method, will be evaluated for comparison. Assume the design approval document will be a Project Scoping Report/Final Design Report (PSR/FDR).
- D. Contract plans and cross-sections will be prepared at ½ size (11"x17"), per NYSDOT requirements.
- E. Assume stream sections and a hydraulic analysis will be required.
- F. Traffic counts will be supplied by County to Consultant and no machine traffic counts will be required by Consultant.
- G. Assume wetland delineation will be required.
- H. Assume a 4(f)/106 evaluation and Historic American Engineer Record (HAER) will NOT be required for this project.
- I. Assume that the SHPO will give a "no impact" determination for this project.
- J. Assume 1 Public Information Meeting and 0 public hearings will be required.
- K. Assume 0 ROW takings will be required.
- L. Survey and mapping Survey and mapping will include a 100 foot bandwidth extending 300 feet of Roberts Road. Additional edge of pavement and centerline locations will be taken for 150 feet north of the bridge and 150 feet south of the bridge.
- M. Assume construction inspection phase services will be added as a supplemental agreement.

Attachment E
STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this ____ day of _____, between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

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

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

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

1. Executory or Non-Appropriation Clause.

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

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or 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 indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an 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 an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - 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. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice 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 contract.
 - f. Taking one of the following actions, within thirty (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).

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

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

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

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
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 County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.

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

5. Non-Assignment Clause.

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

6. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

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

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

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

Oneida County Department of Public Works

5999 Judd Road Oriskany, New York 13424
Phone: (315) 793-6213 w Fax: (315) 768-6299

October 26, 2017

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

FN 20

17-466

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

PUBLIC WORKS

Anthony J. Picente, Jr.
County Executive

Date 11/20/17

Dear County Executive Picente,

WAYS & MEANS

Oneida County currently leases space at Union Station to Cheryl Zammiello and Richard Goodman (Lessee) for the purpose of operating the Trackside Restaurant.

The current lease term expires October 31, 2017 with a renewal option for an additional five (5) year term. Lessee has submitted a written request to exercise said option. Lease rates for the renewal term are specified and Oneida County Board of Legislators approval is required. Lease rates for the renewal term are as follows.

Year	Monthly Rate	Annual Rate
11/1/2017-10/31/2018	\$3,120.00	\$37,440.00
11/1/2018-10/31/2019	\$3,244.80	\$38,937.60
11/1/2019-10/31/2020	\$3,374.59	\$40,495.10
11/1/2020-10/31/2021	\$3,509.58	\$42,114.91
11/1/2021-10/31/2022	\$3,649.96	\$43,799.50

On October 25, 2017, the Oneida County Board of Acquisition and Contract accepted of the Lessee's proposal to exercise the aforementioned lease renewal.

Please forward the enclosed lease renewal to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

Oneida Co. Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Cheryl Zammiello & Richard Goodman
9393 Pine Grove Lane
Marcy, New York, 13403

Title of Activity or Service: Lease Renewal

Proposed Dates of Operation: 11/01/2017 – 10/31/2022

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Oneida County currently leases space at Union Station to Cheryl Zammiello and Richard Goodman (Lessees) for the purpose of operating the Trackside Restaurant.

The current lease term expires October 31, 2017 with a renewal option for an additional five (5) year term. Lessees submitted a written request to exercise said option, dated October 1, 2017. Lease rates for the renewal term are specified, and the Oneida County Board of Legislators' approval is required.

On October 25, 2017, the Oneida County Board of Acquisition and Contract accepted Lessees' proposal to exercise the aforementioned lease renewal.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$202,787.11 **Account # A1740 (Revenue)**

Oneida County Dept. Funding Recommendation: \$202,787.11

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None.

**LEASE AGREEMENT
Renewal**

THIS AGREEMENT made the day of November 1, 2017 by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York 13501, (hereinafter referred to as "Lessor") and Cheryl A. Zammiello and Richard Goodman, residing at 9393 Pine Grove Lane, Marcy, New York, 13403 (hereinafter referred to as "Lessees").

WITNESSETH

WHEREAS, Lessor and Lessees (collectively referred to as the "Parties") previously executed a lease agreement (Lessor Resolution No. 337 of 2012) with an original term that commenced on November 1, 2012 and ended on October 31, 2017 (hereinafter referred to as the "Original Agreement") a copy of which is annexed hereto as "Exhibit A;" and

WHEREAS, the Original Agreement contained an option to renew said agreement for one (1) additional five (5) year period subject to approval of the Oneida County Board of Legislators; and

WHEREAS, the Parties hereto wish to exercise the lease renewal option for an additional five (5) year period;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and in consideration of the sum of one dollar (\$1.00) lawful monies of the United States in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. TERM

a. The renewal term shall begin on November 1, 2017 and end on October 31, 2022.

2. RENT

a. Lessees shall pay to Lessor as annual rent the sum of Thirty-Seven Thousand Four Hundred Forty dollars and zero cents (\$37,440.00) in the first renewal year of the lease agreement, payable as monthly installments of Three Thousand One Hundred Twenty dollars and zero cents (\$3,120.00). There will be a 4.0% annual increase in the rent due for each year thereafter. The payment of rent in monthly installments is for the convenience of Lessees only, and such monthly installments shall be payable in advance upon the first day of each month without any deduction or offset.

b. The full rent payment schedule is attached hereto as "Exhibit B."

c. The rent shall be remitted to Lessor at 5999 Judd Road, Oriskany, New York 13424.

3. All remaining terms, conditions and agreements as outlined within the Original Agreement shall remain in effect without alteration or adjustment, except as outlined above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

LESSOR

By: _____

Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

LESSEES

By: _____


Cheryl A. Zammiello

By: _____


Richard Goodman

Date: 11/9/17

Approved:

By: _____

Linda B. Lark, Esq.
Assistant County Attorney

Date: _____

EXHIBIT B

The following rent schedule shall be in effect for the duration of this Agreement. Each lease year begins on November 1st and ends on October 31st of the following year.

Beginning	Monthly	Annual
November 1, 2017	\$3,120.00	\$37,440.00
November 1, 2018	\$3,244.80	\$38,937.60
November 1, 2019	\$3,374.59	\$40,495.10
November 1, 2020	\$3,509.58	\$42,114.91
November 1, 2021	\$3,649.96	\$43,799.50

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
Rome ~ Juvenile: (315) 356-1350 Adult: (315) 356-1300
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Deputy Director
Patrick Cady

Supervisors
Holly Bolton
Thomas Brognano
Mark Joseph
Holly Matthews
John Sharrino

August 9, 2017

Mr. Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue – 10th Floor
Utica, New York 13501

FN 20 17-417
PUBLIC SAFETY

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

Anthony J. Picente, Jr.
County Executive
Date 11/20/17

Re: JAG Grant

WAYS & MEANS

Dear Mr. Picente:

Attached is an Agreement proposed by the City of Utica to provide the Probation Department with part of the Utica Police Department's yearly Federal JAG Grant monies. This Agreement includes reimbursement for salaries and fringe benefits for our Probation officers working overtime in participation in the Utica Police Department/Probation Juvenile Ride-Along Program.

For several years we have collaboratively participated in the Ride-Along Program supported by funds from this grant. Under this Program, Utica Police Department officers and Probation officers visit youth sentenced to Domicile Restriction as an alternative to costly and disruptive detention. By conducting home visits in the evening, we are able to meet with parents and significant others. This Program is an integral strategy of our Juvenile Alternative to Detention and Juvenile Delinquency Prevention Plan. Proposed dates of operation are from July 1, 2017 through June 30, 2018.

Funds in the amount of \$5,775.00 are spread out over the year. We strongly recommend your approval of this cost effective agreement.

Very truly yours,

DAVID TOMIDY
PROBATION DIRECTOR

DT:kas
Attachments

Oneida Co. Department: Probation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name and Address of Vendor: City of Utica
1 Kennedy Plaza
Utica, New York 13501

Title of Activity or Service: Utica Police Ride-Along Project

Proposed Dates of Operation: July 1, 2017 – June 30, 2018

Client Population/Number to be Served: 250 Juvenile Offenders

Summary Statements

- 1) **Narrative Description of Proposed Services:** UPD and Probation ride together to visit and monitor Juveniles enrolled in the Domicile Restriction Program as an alternative to detention.
- 2) **Program/Service Objectives and Outcomes:** To ensure compliance with Court Orders and ensure Public Safety.
- 3) **Program Design and Staffing:** Domicile Staff performing overtime function.

Total Funding Requested: \$5,775.00

Account # A2379 (Revenue)

Oneida County Dept. Funding Recommendation: \$5,775.00

Proposed Funding Sources (Federal \$/ State \$/County \$): NYS JAG Grant Funds

Cost Per Client Served: 0

Past Performance Data: 95% completion of juveniles placed on Domicile Restriction.

O.C. Department Staff Comments: This is a highly successful and cost effective way of keeping juveniles in their homes as opposed to detention. We strongly support this agreement.

CONTRACT NO. 2017-H2288-NY-DJ

INTERMUNICIPAL AGREEMENT

2017 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into on this 21st day of June, 2017, by and between the CITY OF UTICA (the "CITY"), located at 1 Kennedy Plaza, Utica, New York, 13502 through the UTICA POLICE DEPARTMENT, located at 413 Oriskany Street West, Utica, NY 13501, and the COUNTY OF ONEIDA (the "COUNTY"), located at 800 Park Ave, Utica, NY 13501 through its PROBATION DEPARTMENT, located at 321 Main Street, Utica, NY 13501 (individually referred to as a "Party" and collectively referred to as the "Parties").

WHEREAS, the CITY received an award for the BJA FY17 Edward Byrne Memorial Justice Assistance Grant ("JAG Funds") in the amount of \$29,967.00; and

WHEREAS, the Parties believe it to be in the best interests of both to reallocate a portion of the JAG Funds; and

WHEREAS, the CITY agrees to provide the COUNTY \$5,775.00 from the FY17 JAG Funds; and

WHEREAS, the Parties find that the performance of this Agreement is in the best interests of both Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the COUNTY for its services under this Agreement;

NOW THEREFORE, the COUNTY and CITY agree as follows:

1. CITY agrees to provide COUNTY with a total of \$ 5,775.00 of JAG Funds.
2. COUNTY agrees to use the JAG Funds from July 1, 2017 to June 30, 2018 to assist the COUNTY in their juvenile domicile restriction program, an alternative to detention. The Probation Department, in conjunction with the Utica Police Department, shall visit juveniles on domicile restriction after hours. Home visits and drive-bys will be conducted in Utica Police Department cars with both Utica Police Officers and Probation Officers. The COUNTY will use the JAG Funds towards staff overtime expenses incurred by COUNTY.
3. Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Federal Tort Claims Act, (FTCA) 28 USC §1346(b).
4. Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Federal Tort Claims Act, (FTCA) 28 USC §1346(b).


5. Each Party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other Party.


6. By entering into this Agreement, the Parties do not intend to create any obligations, express or implied, other than those set out herein. Further, this Agreement shall not create any rights in any Party not a signatory hereto.

7. The CITY and the COUNTY are independent contractors, and the employees of each shall not be considered to be an employee of the other for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Parties agree that in accordance with their status as independent contractors, the employees of each shall not hold themselves out as, nor claim to be, officers or employees of the other and will not make any claim, demand, or application to or for any right or privilege applicable to such Party. Both Parties agree to comply with all Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

8. The terms of this Agreement constitute the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Parties sought to be bound.

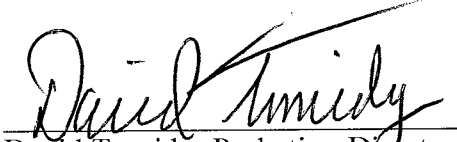
IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date first written above.

CITY OF UTICA:

Robert Palmieri, Mayor


Mark W. Williams, Chief of Police

COUNTY OF ONEIDA:

Anthony J. Picente, Jr., County Executive


David Tomidy, Probation Director

APPROVED:

Alison Stanulevich, Assistant County Attorney

Oneida County
Office of Traffic Safety / STOP-DWI Program



Anthony J. Picente Jr.
Oneida County Executive

Thomas A. Giruzzi
Stop-DWI Coordinator



October 26, 2017

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

FN 20

17-418

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

PUBLIC SAFETY

Anthony J. Picente Jr.
Anthony J. Picente Jr.
County Executive

WAYS & MEANS

Date 11/20/17

Dear County Executive Picente:

Attached, please find an agreement that requires both Board of Legislators action and your signature between the Oneida County Stop-DWI Program and the **Whitestown Police Department** for 2018. This agreement provides funding for the Agencies within Oneida County to conduct DWI Selective Enforcement Patrols, purchase related equipment and attend training that enhances the mission of the Stop-DWI Program. This funding is 100% reimbursable to Oneida County from DWI funds generated in Oneida County. There are **No County Dollars in this contract.**

I respectfully request that the agreement for the **Whitestown Police Department** be approved for the following additional police agencies for 2018: **Boonville PD, Camden PD, Kirkland PD, New Hartford PD, NY Mills PD, Oriskany PD, Rome PD, Sherrill PD, Utica PD, Vernon PD, Whitesboro PD, and Yorkville PD.** The agreements are all of the same content with the exception of agency name, locality, and dollar amount.

The total funding amount to the Police Agencies is: \$ 75,000.00

Boonville Police Department, 13149 State Rte. 12, Boonville, NY 13309	\$500.00
Camden Police Department, 30 Fayette Street, Camden, NY 13316	\$500.00
Kirkland Police Department, PO Drawer B, Clark Mills, NY 13321	\$2,800.00
New Hartford Police Department, 32 Kellogg Road, New Hartford, NY 13313	\$9,500.00
New York Mills Police Department, 3 Maple Street, NY Mills, NY 13417	\$2,800.00
Oriskany Police Department, PO Box 904, Oriskany, NY 13424	\$500.00
City of Rome Police Department, 301 N James Street, Rome, NY 13440	\$21,100.00
City of Sherrill Police Department, 373 Sherrill Road, Sherrill, NY 13461	\$500.00
City of Utica Police Department, 413 Oriskany St W, Utica, NY 13502	\$23,000.00
Vernon Police Department, PO Box 249, Vernon, NY 13476	\$500.00
Whitesboro Police Department, 46 Roosevelt Drive, Whitesboro, NY 13492	\$4,000.00
Whitestown Police Department, 8539 Clark Mills Road, Whitesboro, NY 13492	\$4,650.00
Yorkville Police Department, 30 Sixth Street, Yorkville, NY 13495	\$4,650.00

Thank you for your personal attention to this matter. Should you have any further questions, please contact my office.

Sincerely,

Thomas A. Giruzzi

Thomas A. Giruzzi, STOP DWI Coordinator

Oneida County Emergency Services
Office of Traffic Safety / STOP-DWI Program
120 Airline Street * P.O. Box 908 * Oriskany, NY 13424 * 315-736-8943
Fax: 315.736.8958 * E-mail stopdwi@ocgov.net * www.ocgov.net

Oneida Co. Department: Stop-DWI Program

Completing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: Town of Whitestown
Whitestown Police Department
8539 Clark Mills Road
Whitesboro, NY 13492

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities.

Proposed Dates of Operation: January 1, 2018 – December 31, 2018

Client Population/Number to be Served: Oneida County Residents

Summary Statements

1) Narrative Description of Proposed Services: Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement. Funding may also be utilized to calibrate and repair DWI and related equipment and to attend training that enhances the mission of the Stop-DWI Program.

2) Program/Service Objectives and Outcomes: To increase annually the number of Selective Enforcement Patrols and corresponding arrests for DWI and its related offences.

3) Program Design and Staffing: Staff is drawn from the agency's sworn police officers.

Total Funding Requested: \$ 4,650.00.

Account#: A3313.495

Oneida County Funding Recommendation: \$4,650.00

Proposed Funding Sources (Federal \$ /State\$ / County \$): County \$ - Reimbursable from DWI funds generated in Oneida County

Cost per Client Served: N/A

Past Performance Data: Agency currently participates in Selective Enforcement Patrols and other STOP-DWI Program initiatives and special operations.

O.C. Department Staff Comments: N/A

**ONEIDA COUNTY STOP-DWI PROGRAM
SELECTIVE ENFORCEMENT PATROLS
AGREEMENT**

This Agreement (the "Agreement") made this 1st day of January 2018, by and between the County of Oneida, a municipal corporation existing under the laws of the State of New York, with principal offices located at 800 Park Ave., Utica, NY 13501, through its Stop-DWI program, with offices located at 120 Airline Street, Oriskany, NY 13424, hereinafter collectively referred to as the "County," and the Town of Whitestown, a municipal corporation existing under the laws of the State of New York, through its Whitestown Police Department, having offices at 8539 Clark Mills Road, Whitesboro, New York 13492, hereinafter collectively referred to as the "Police Agency."

WHEREAS, the County operates and conducts a program entitled "Stop-DWI;" and

WHEREAS, the mission of the Stop-DWI program is the County-wide reduction of alcohol related traffic injuries and fatalities; and

WHEREAS, the Police Agency desires to participate in and promote the Stop-DWI program with the County;

NOW, THEREFORE, the parties agree as follows:

1. **GENERAL:** The Police Agency shall provide services as outlined below under Section 2 "Scope of Services," which will assist in the County-wide enforcement of New York State Vehicle and Traffic Laws relating to Driving While Intoxicated, and shall be aimed at reducing alcohol-related traffic injuries and fatalities.
2. **SCOPE OF SERVICES:** In accordance with this Agreement, the Police Agency shall perform the following (collectively, (a), (b), and (c) shall hereinafter be referred to as the "Services"):
 - a) Conduct DWI Selective Enforcement Patrols;
 - b) Testify in criminal proceedings that are a result of DWI arrests; and
 - c) Attend training that enhances the mission of the Stop-DWI program.
3. **FEE:** The County shall reimburse the Police Agency for salary, fringe benefits, related travel and subsistence, and breath testing equipment calibrations up to the sum of Four Thousand Six Hundred Fifty Dollars (\$4,650.00), related to the Services provided pursuant to this Agreement.
 - a) Payments shall be made upon receipt from the Police Agency of a properly completed County voucher form itemizing and setting forth in detail the costs incurred and/or Services performed, together with any receipts or other such supporting documentation attached thereto. Said voucher must be submitted no later than the 15th day of the month following the end of the quarter and shall be accompanied by a completed statistical report on forms provided by the County detailing the Police Agency's Services that were undertaken on behalf of the Stop-DWI program. To be reimbursed for expenses other than the Services herein, the Police Agency must receive prior written approval from the Stop-DWI Coordinator.

b) The County reserves the right to conduct an on-site program and/or fiscal audit of the Police Agency's records as they relate to Stop-DWI program Services in a manner consistent with generally accepted accounting principles and program guidelines. The Police Agency shall make available all payroll, daily activity, and related logs at the request of the Stop-DWI Coordinator or designee in order to verify Services claimed by the Police Agency in claims made to the Stop-DWI program for reimbursement.

4. **GOVERNANCE AND OPERATING PROCEDURES:** All Services associated with this Agreement shall be governed by the official published "Standard Operating Procedures of the Oneida County Stop-DWI Program," as same may be amended.

a) Police Agency warrants and represents that the program to be conducted by it does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

b) Police Agency agrees to comply with all applicable Federal, State, and Local statutes, laws, rules, and regulations as same may from time to time be amended.

5. **TERM:** This Agreement shall be effective from January 1, 2018 through December 31, 2018.

6. **TERMINATION:** The County reserves the right to terminate this Agreement, upon thirty (30) days written notice to the Police Agency. In the event of termination, the County will have no further obligation to the Police Agency other than payment for costs incurred for Services performed prior to termination. In no event will the County be responsible for any actual or consequential damages as a result of termination.

7. **SPECIAL REPORTS:** Police Agency shall notify the STOP-DWI Coordinator of all arrests on a quarterly basis, and any traffic fatalities occurring within its jurisdiction upon completion of the crash investigation. Such notification shall be presented as a photocopy of the final MV-104A and MV-104D Police Reports.

8. **PERFORMANCE OF SERVICES:**

a) Police Agency represents that Police Agency is duly licensed and has the qualifications, the specialized skills, the experience, and the ability to properly perform the Services. Police Agency shall use Police Agency's best efforts to perform the Services such that the results are satisfactory to the County. Police Agency shall be solely responsible for determining the location, method, details, and means of performing the Services, except where Federal or State Laws and Regulations impose specific requirements on performance of the same.

b) Police Agency acknowledges and agrees that Police Agency and its employees have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

9. **INDEPENDENT CONTRACTOR STATUS:**

a) It is expressly agreed that the relationship of the Police Agency and its employees to the County shall be that of independent contractors. The Police Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Police Agency's employees, in accordance with their status as independent

contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County.

b) Police Agency shall not be eligible for compensation from the County for its employees' absence due to a) illness, b) normal vacation, or c) attendance at school or special training or a professional convention or meeting.

c) Police Agency acknowledges and agrees that neither Police Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.

d) Police Agency shall be solely responsible for applicable taxes for all compensation paid to Police Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Police Agency and its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for Services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance, or social security insurance (FICA). Police Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

e) Police Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

f) If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Police Agency's independent contractor status, it is agreed that both the County and the Police Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

g) Police Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

11. **TRAINING:** Police Agency's employees shall not be required to attend or undergo any training by the County, except that training listed in Section 2(c) which will enhance the mission of the Stop-DWI program.

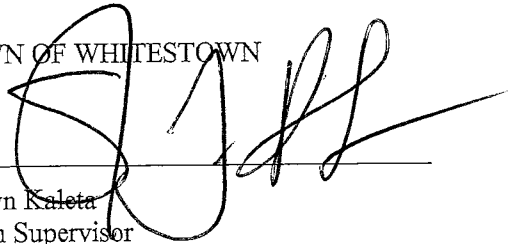
12. **ADVICE OF COUNSEL:** Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

13. **ENTIRE AGREEMENT:** The terms of this Agreement, including the "Oneida County Standard Contract Clauses Addendum," which is attached hereto and made a part hereof, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed and signed by:

TOWN OF WHITESTOWN

BY


Shawn Kaleta
Town Supervisor

DATE

11/16/17

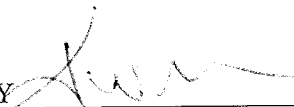
ONEIDA COUNTY

BY

Anthony J. Picente, Jr.
Oneida County Executive

DATE

BY


Kevin W. Revere
Director of Emergency Services

DATE

11/16/17

Approved

Alison M. Stanulevich
Assistant County Attorney

Standard Contract Clauses Addendum

THIS ADDENDUM, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

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

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

1. Executory or Non-Appropriation Clause.

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

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

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

- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an 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 an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - 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. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice 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 contract.
 - f. Taking one of the following actions, within thirty (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. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 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 County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of

hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. **Wage and Hours Provisions.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.
9. **Non-Collusive Bidding Certification.** In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.
10. **Records.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall

- a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.
- b. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

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

16. Gratuities and Kickbacks.

- a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit.

- a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall

but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

Office of the Sheriff

County of Oneida



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph A. Lisi

Sheriff Robert M. Maciol

November 7, 2017

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

FN 20 17-419

PUBLIC SAFETY

WAYS & MEANS

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

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

Date 11/8/17

Dear County Executive Picente:

The Sheriff's Office is requesting approval of the enclosed contract to provide security services at the Correctional Facility in partnership with the United States Army for soldiers stationed at Fort Drum that require confinement. The Sheriff's Office will offer security services during the time that soldiers undergo pre-trial and post-trial confinement. This will be a source of revenue for the Sheriff's Office.

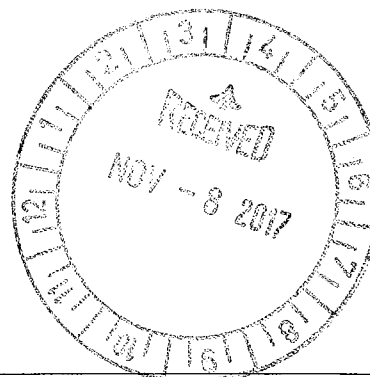
The Sheriff's Office seeks to enter into this agreement with the United States Army, which commences on October 24, 2017, and expires on October 23, 2022. The United States Army agrees to pay the Sheriff's Office \$110.00 per soldier, per day, for the security services rendered by the Sheriff's Office.

If you find the enclosed contract acceptable, I am requesting that you forward the same to the Board of Legislators as soon as possible for consideration at their next meeting. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol

Robert M. Maciol
Sheriff



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

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

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

Oneida Co Department: Sheriff's Office

Competing Proposal _____
Only Respondent _____
Sole Source _____
Other: X (Revenue)

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: United States Army
MICC-FT Drum
925th CBN & MICC Fort Drum
Fort Drum, NY 13602-5434

Title of Activity or Service: Security services for confined soldiers of Fort Drum at the Oneida County Correctional Facility

Proposed Dates of Operation: October 24, 2017 – October 23, 2022

Client Population/Number to be Served: For confinement of military pre-trial and post-trial soldiers

Summary Statements:

- 1) **Narrative Description of Proposed Services:** Oneida County Sheriff's Office will provide security services at the Oneida County Correctional Facility for U.S. Army soldiers stationed at Fort Drum who undergo pre-trial and post-trial confinement.
- 2) **Program/Service Objectives and Outcomes:** Guarding soldiers of Fort Drum at the Oneida County Correctional Facility.
- 3) **Program Design and Staffing:** 24/7 security coverage of soldiers.

Total Funding Requested: None- \$110.00 per soldier per day revenue **Account #** A2270 (revenue)

Oneida County Dept. Funding Recommendation: None- \$110.00 per soldier per day revenue

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

Cost Per Client Served: \$110.00 per soldier per day (Revenue)

Past Performance Data: N/A

O.C. Department Staff Comments: Revenue helps to offset expenses incurred by the Correctional Facility. The total amount of revenue to be received is unknown at this time as this is a new service.

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W911S2-18-A-6000				2. DELIVERY ORDER/ CALL NO.		3. DATE OF ORDER/CALL 2017 Oct 24		4. REQ./PURCH. REQUEST NO.		5. PRIORITY					
6. ISSUED BY MICC-FT DRUM 925TH CBN & MICC FORT DRUM FORT DRUM NY 13602-5434			CODE W911S2		7. ADMINISTERED BY SEE ITEM 6				CODE			8. DELIVERY FOB <input type="checkbox"/> DEST <input checked="" type="checkbox"/> OTHER (See Schedule if other)			
9. CONTRACTOR ONEIDA, COUNTY OF 800 PARK AVE 5TH FL UTICA NY 13501-2939			CODE 1AE92		FACILITY		10. DELIVER TO FOB POINT BY (Date) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		12. DISCOUNT TERMS		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15		
14. SHIP TO SEE SCHEDULE			CODE		15. PAYMENT WILL BE MADE BY SEE SCHEDULE				CODE		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.				
16. TYPE OF ORDER	DELIVERY/ CALL	This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract.													
PURCHASE	Reference your quote dated														
												Furnish the following on terms specified herein. REF:			
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.															
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:															
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE															
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT				
SEE SCHEDULE															
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA TEL: 315-772-3390 EMAIL: shannon.e.jones28.civ@mail.mil BY: Shannon E. Jones				<i>Shannon Jones</i> CONTRACTING / ORDERING OFFICER		25. TOTAL					
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED						27. SHIP NO.		28. DO VOUCHER NO.		30. INITIALS		29. DIFFERENCES			
DATE _____ SIGNATURE OF AUTHORIZED GOVT. REP. _____						<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR					
36. I certify this account is correct and proper for payment. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER					
										35. BILL OF LADING NO.					
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.					

Section B - Supplies or Services and Prices

DAILY RATE

Oneida County Daily Rate \$110.00

BPA Master Dollar Limit: \$350,000.00

BPA Call Limit: \$150,000.00

Period of Performance: 24-Oct-2017 to 23-Oct-2022

FSC Codes:

XIFF

PERFORMANCE WORK STATEMENT

SECTION 1: PERFORMANCE WORK STATEMENT

PART 1 – GENERAL

1. GENERAL: If there is conflict among any law, regulation, specification, standard, or policy, the most stringent will apply. The following provisions shall apply to the performance of work under this contract:

1.1. SCOPE OF WORK: The Contractor shall provide all facilities, equipment, supplies and personnel to safely and securely confine Military pre-trial and post-trial Soldiers in accordance with the standards of treatment specified in Army Regulation 190-47, The Army Corrections System. The Contractor’s facility must be approved by the Federal Bureau of Prisons or United States Marshals Service, or be accredited by the American Correctional Association (ACA) or New York State and must comply with Department of Justice, National Prison Rape Elimination Act standards.

1.2. Reserved

1.3. CONTRACTOR PERSONNEL: For the purpose of this contract, the term “Contractor personnel” applies to all Contractor employees, subcontractor employees, or any other person(s) acting for or on behalf of the Contractor to perform work on this contract.

1.3.1. Reserved

1.3.2. Contractor Employee

1.3.2.1. General Qualifications: Contractor employees shall be trained, qualified, certified and/or licensed under the requirements specified in this contract prior to starting work. The Contractor shall maintain records of training qualifications, certifications, and licenses and provide them to the Contracting Officer upon request. The Contractor shall ensure that the

employees remain fully qualified to perform work under this contract. The Contractor shall maintain the work force in such a manner as to ensure that the employees remain fully qualified. The Contractor shall only employ persons able to speak, read, write, and understand English for those positions interacting with Government personnel, and where English is used or essential to provide the product, record, data, information, or service. Contractor personnel shall be physically capable of performing work under all climatic conditions.

1.3.2.2. Specialized Qualifications: N/A

1.3.3. Employee Conduct: The Contractor shall not allow any employee to perform work who has illegal possession of, or who is under the influence of alcohol or controlled substances. Government rules, regulations, laws, directives, and requirements, which are in place or issued during the contract term shall be applicable to all Contractor employees or representatives who enter the Installation or who travel using Government transportation. Violation of such rules, regulations, laws, directives, or requirements shall be grounds for removal (permanently or temporarily as the Government determines) from the work site. Individuals who violate such rules, regulations, laws, directives, or requirements may be denied access to the Installation, either temporarily or permanently. Contractor personnel receiving a driving under the influence (DUI) conviction may be prohibited from driving on the installation.

1.3.4. Employee Appearance: Contractor employees shall be appropriately dressed including any necessary individual protective clothing and equipment.

1.3.5. Personnel Constraints/Conflicts of Interest: The Contractor shall not hire for this contract, any person whose employment would result in a conflict of interest, or employment which is prohibited by Department of Defense Regulation 5500.7-R entitled "Joint Ethics Regulation (JER)", Dated November 17, 2011.

1.3.6. Personnel Safety: The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall comply with all applicable federal, state, and local laws and regulations including, but not limited to environmental, safety, and occupational health laws and regulations.

1.4. Reserved

1.5. Reserved

1.6. Reserved

1.7. Reserved:

1.8. Reserved

1.9 REPORTS:

1.9.1. The Contractor shall complete responses in a timely manner to all requirements for reports and requests for information and data, both one-time and recurring.

1.9.2. Contractor Manpower Reporting: The Contractor is required to provide data on Contractor labor hours (including subcontractor labor hours) for performance of this contract LAW the PWS. Instructions, including the Contractor and Subcontractor User Guides, are available at <http://www.ecmra.mil>. Contractors filing their Contractor Manpower Reports will receive immediate e-mail confirmation that their reports have been received in the system. **The Contractor shall upload this document into WAWF with invoicing to facilitate final contract payment.** Information that the contractor will need to complete reporting is as follows: FOB: Destination; UIC: W0XQAA; COMMAND: IMCOM; FSC: X1FF

1.10. QUALITY CONTROL PLAN (QCP): The Contractor shall maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires upon request. The Contractor shall submit its QCP to the Contracting Officer no later than five calendar days after the initial request is made. The format of the QCP shall be in Microsoft Word on company letterhead.

PWS PART 2: DEFINITIONS AND ACRONYMS

2.1. DEFINITIONS: The definitions set forth below are those unique to this contract. Definitions for technical terms or words that are included in this contract can be found in the technical documents referenced in the individual functional areas of the PWS. The definitions provided below are oriented to Fort Drum's PWS. In many cases, definitions are specific by situation. The listing of definitions is not all-inclusive, but it has been derived from official publications (e.g., regulations and technical manuals) when available.

Army Regulations (ARs): Publications issued by Department of the Army (DA) which are directive in nature and contain missions, responsibilities, policies and administrative procedures necessary to insure uniform compliance with those policies.

Business Day: Monday through Friday, except for Government recognized holidays and days the Fort Drum duty day has been cancelled for all but emergency business.

Contracting Officer (KO): An individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

Contracting Officer's Representative (COR): An individual from the functional activity appointed by the Contracting Officer and delegated specific authority to monitor contract performance and to perform specific contract administration functions.

Contract Discrepancy Report (CDR): A formal method documenting unsatisfactory Contractor performance (contract deficiencies and defects against the AQL) in the contract file.

Defective Service: A unit of service, which contains one or more defects and does not conform to specified requirements.

Federal Acquisition Regulation (FAR): Provides uniform policies and procedures for acquisitions by executive agencies of the federal Government.

Government Furnished Property: All tangible property of Government furnished to Contractor.

Hazardous Waste: A waste as defined in title 40, CFR, Part 261.3. Special handling procedures and disposal facilities are required for their disposal in compliance with federal, state and local regulations.

Performance Requirements Summary (PRS): The PRS identifies key performance indicators and standards that represent logical service outputs that will be evaluated by the Government to assure the Contractor is fulfilling the terms of the contract.

Performance Standard: A measurable output or result associated with the performance-based description of a requirement found in the PWS.

Performance Threshold: The Performance Threshold is the lowest case quality level (percent) of defective outcomes/service that the Government indicates will be accepted using acceptable sampling techniques and procedures. However the Contractor is still expected to meet the performance standard outlined utilizing the re-work process at no additional cost to the Government.

Quality Control: Those actions taken by the Contractor to control the in-process performance of goods or services to ensure that contract quality standards are met.

Quality Assurance Surveillance Plan (QASP): An organized written document used by the Government for quality assurance surveillance.

2.2. ACRONYMS: For the purpose of the resultant contract, the acronyms listed below shall apply:

AQL	Acceptable Quality Level
CFR	Code of Federal Regulations
DA	Department of the Army
DA Cir	Department of the Army Circular
DA Pam	Department of the Army Pamphlet
DEC	Department of Environmental Conservation
GFP	Government Furnished Property
MSDS	Material Safety Data Sheets
NYSDEC	New York State Department of Environmental Conservation
POV	Privately Owned Vehicle

PWS PART 3: GOVERNMENT FURNISHED RESOURCES

3.1. GENERAL: This section describes those items that will be furnished by the Government to the Contractor for performance of the requirements of this contract. The Contractor shall not make use of any property or services described in this section for any purpose other than performing the requirements of this contract. Contractor personnel are responsible for safeguarding GFP, equipment, and facilities. The Contractor shall be required to reimburse the Government for lost, damaged, or misappropriated property for which Contractor personnel are responsible.

3.2. GOVERNMENT FURNISHED SERVICES:

3.2.1. Confinement Order: The Government will furnish the Contractor a copy of the confinement order stating the military detainee's/prisoner's status as a pre-trial or post-trial detainee/prisoner. The confinement order will accompany the detainee/prisoner to Contractor's facility and be presented by the Government representative transporting the detainee/prisoner.

3.2.2 Transportation and Escort.

3.2.2.1. Legal Proceedings and/or Consultation. When a military detainee's/prisoner's Trial Defense Services (TDS) Counsel, Civilian Legal Counsel or the Military Judge requires the prisoner to be at Fort Drum, the prisoner's unit will provide all transportation and escort to support the movement of the prisoner. The detainee's/prisoner's unit will be available 24 hours per day to furnish all transportation and escort requirements. Coordination for movement will be made by the Fort Drum Law Enforcement Division. The Contractor will transfer responsibility for the detainee/prisoner to the senior escort.

3.2.2.2. Medical Treatment. When a military detainee/prisoner requires hospitalization or is otherwise admitted to the care of a medical or dental treatment facility for a period of time, the detainee's/prisoner's unit will furnish a guard. The guard shall accompany the detainee/prisoner 24 hours per day. Unless transported by emergency service providers to the hospital or treatment facility, the detainee's/prisoner's unit will provide transportation and escort to move the prisoner. The Contractor will transfer responsibility for the prisoner to the senior escort. When transported by emergency service providers, the Contractor will provide an escort for the military prisoner consistent with its procedures for emergency medical transport of civilian prisoners.

3.2.3. Inspection. The Government may conduct announced and unannounced inspections of the Contractor's facility at any time. The Contractor shall make the facility available to the Government for inspection by the Contracting Officer or Contracting Officer's Representative upon presentation and request at the facility. Inspections shall address the general condition of the facility, i.e. cleanliness, prisoner condition, meal preparation, etc. Inspection shall be performed in accordance with standards set forth in Army Regulation 190-47 and by the Department of Justice. Deficiencies noted during an inspection shall be remedied in accordance with the inspection services clause contained in the contract.

3.3. GOVERNMENT FURNISHED SUPPLIES: None

3.4. GOVERNMENT FURNISHED PROPERTY: None

3.5. GOVERNMENT FURNISHED FACILITIES: None

PWS PART 4: CONTRACTOR-FURNISHED ITEMS AND SERVICES

4.1. GENERAL: With the exception of items specifically identified as Government furnished in Part 3, the Contractor shall furnish all supplies, equipment, supervision, materials and services necessary to perform the requirements of this contract.

4.2. Reserved

4.3. CONTRACTOR OWNED PROPERTY:

4.3.1. Condition of Property: All Contractor property shall be in an operable condition and meet all applicable Federal, State, Local, and Installation requirements for its operation. Equipment shall also have complete and intact design and safety features as if they were new excluding the appearance of fair wear and tear on the equipment.

PWS PART 5: SPECIFIC TASKS

5.1. GENERAL: The Contractor shall provide all facilities, equipment, supplies and personnel to safely and securely confine Military pre-trial and post-trial Soldiers 24 hours per day in accordance with the standards of treatment specified in Army Regulation 190-47, The Army Correction System. The Contractor's facility must be approved by the Federal Bureau of Prisons or United States Marshals Service, or be accredited by the American Correctional Association (ACA) or New York State and must comply with Department of Justice, National Prison Rape Elimination Act standards.

5.2. SEPARATION OF MILITARY PRISONERS. The Contractor shall not integrate pre-trial and post-trial detainees/prisoners in the same cell or during roll calls, muster, dining periods or exercise/recreational periods. Male and female Soldiers will not be integrated; nor will Military detainees/prisoners of different rank (officer, noncommissioned officer, and enlisted). Prohibitions regarding integration apply equally to officer and enlisted ranks. Military members shall not be housed in immediate association with foreign nationals. The Contractor also will not house military detainees in immediate association with civilian prisoners

5.3. WORK ASSIGNMENTS: The Contractor shall not require pre-trial detainees/prisoners to perform any work other than cleaning their own cell area. Under no circumstances will pre-trial detainees/prisoners supplement the prisoner work force.

5.4. VISITATION: The Contractor shall verify the identity of all visitors and permit visitation by the following individuals in accordance with the schedule listed below:

5.4.1 Provost Marshal (Director of Emergency Services) or Authorized Representative: 24 hours a day, seven days a week.

5.4.2. Chaplain: 24 hours per day, seven days a week.

5.4.3. Prisoner's Legal Counsel (Private Attorney or Army Trial Defense Service (TDS) Attorney): The Contractor shall permit detainee/prisoner initiated phone calls to their counsel to their counsel during normal duty hours 730am to 6pm

5.4.4. Detainee's/Prisoner's Commander or Authorized Representative: 6:00 a.m. to 6:00 p.m., seven days a week, with one business days notice.

5.4.5. Military Detainee's/Prisoner's Immediate Family Members: Contractor's regularly scheduled visitation days and times for the facility's general population.

5.5. TELEPHONE ACCESS: The Contractor shall permit detainees/prisoners to receive telephone calls from their counsel between the hours of 7:30 a.m. to 6:00 p.m., seven days a week. The Contractor will provide space within the confinement facility for telephone calls that will ensure confidential communication between the detainee/prisoner and his/her counsel. The detainee/prisoner must make a request to the Contractor for telephone access, consistent with the Contractor's policy and procedures for civilian prisoner telephone access.

5.6. DETAINEE/PRISONER DOCUMENTATION: In the event that documentation pertaining to a released or transferred detainee/prisoner is received at a date after the detainee/prisoner has been released or transferred, the Contractor shall be responsible for forwarding the documentation to the gaining facility, unit or the detainee's/prisoner's forwarding address. This action shall be completed within three (3) days of receipt of notification.

5.7. PRISONER PROPERTY: In the event that property belonging to a released or transferred detainee/prisoner is left at Contractor's facility (regardless of reason), the Contractor shall be responsible for forwarding all detainee/prisoner property to the gaining facility, unit or the detainee's/prisoner's forwarding address. This action shall be completed within three (3) days of receipt of notification.

5.8. COMMUNICATION WITH GOVERNMENT:

5.8.1. Daily: The Contractor will communicate with the Government on a daily basis; communication may be in person, by e-mail or by telephone. The Contractor will provide information regarding detainee/prisoner discipline and behavior, non-emergency medical/dental issues and contract performance issues. The Contractor and Government will coordinate and confirm the name, rank and number of military detainees/prisoners confined, the number of pre-trial and post-trial detainees/prisoners, and the number of male and female detainees/prisoners.

5.8.2. Monthly. The Contractor shall provide the Government the monthly statistics concerning the number of military detainees/prisoners housed during the previous month. Each monthly report shall include name, rank, detainee's/prisoner's unit and number of days housed. These

statistics shall be provided by the 5th working day of the each month to the Fort Drum Law Enforcement Division.

5.8.3. Notification. The Contractor shall immediately notify the Fort Drum Law Enforcement Division at 315-772-0911 and 315-772-1095, when there is an incident involving a military detainee/prisoner regarding a medical emergency, assault (physical or sexual) or other matter not covered elsewhere in this contract.

5.9. MEALS, HEALTH AND COMFORT ITEMS: The Contractor shall provide each detainee/prisoner three meals per day consistent with the standards the facility is required to meet in feeding its civilian prisoners. The Contractor shall furnish all health and comfort items consistent with the standards used to provide such items to civilian prisoners.

5.10 MAIL SERVICE: The Contractor shall furnish mail services for military detainees/prisoners consistent with the standard of service provided to civilian prisoners. The Contractor shall provide a copy of its mail procedures to the Government within thirty (30) days of the start date of this agreement.

5.11 EMERGENCY MEDICAL CARE: In the event of a medical emergency (serious illness or injury requiring immediate emergency medical care in a hospital or emergency treatment facility) the Contractor shall call 911 to obtain emergency medical services/transport. The Contractor shall provide an escort for the military detainee/prisoner to the emergency facility (at no additional cost to the Government) consistent with its procedures for emergency medical transport of civilian prisoners. Costs for emergency medical services/transport and subsequent medical care will be the responsibility of the Government and/or military detainee/prisoner consistent with existing TRICARE coverage. If the detainee/prisoner requires hospitalization or is otherwise admitted to the care of a medical facility for a period of time, the detainee's/prisoner's unit will furnish a guard. The guard shall accompany the detainee/prisoner 24 hours per day.

5.12 NON-EMERGENCY MEDICAL CARE: Within 24 hours of arrival the Contractor shall inform the detainee/prisoner of the facilities sick call, medication call, and dental care procedures. Contractor shall also provide a no cost medical screening upon incarceration consistent with the facilities policy. Contractor shall be responsible for cost associated with basic supplies such as band aids, ointments, over the counter medicines and costs associated with basic sick call care. All other Costs for this care will be the responsibility of the Government and/or military detainee/prisoner consistent with existing TRICARE coverage.

5.13 COMPLIANCE: The Contractor shall comply with all applicable New York State and/or federal laws, rules and regulations regarding confinement facility, labor and safety standards and requirements.

5.14 MEDIA RESTRICTION: Detainee/Prisoner communication with the media is restricted. Face to face and telephonic communication between military prisoners and members of the news media (print or broad cast) are not authorized. Any other media communication is not authorized without prior approval from OPMG, ACC/Office of Public Affairs (OCPA).

5.15 PHOTOGRAPHS: Any pictures taken of a detainee/prisoner will only be used for official law enforcement purposes (in case of escape), and will not be published in print or on the internet.

5.16 DETAINEE/PRISONER GRIEVANCES: Within 24 hours of arrival detainees/prisoners shall be briefed on the Contractor's grievance process. The Government shall be notified within 24 hours of all grievances filed by a detainee/prisoner. Upon award of this contract, the Contractor shall provide the Government a written copy of their grievance process within 10 working days.

PWS PART 6: APPLICABLE PUBLICATIONS

6.1. GENERAL: The following regulations/documents are applicable to this contract. The documents are Mandatory and shall be complied with. Supplements or amendments to these mandatory publications may be issued during the life of the contract. Supplements and amendments to mandatory publications shall be considered to be in full force and effective immediately upon publication. The publications identified as Advisory are for the Contractors awareness. They are not mandatory; however, it is highly recommended that the Contractor review all publications and forms. Publications and Forms are coded as Advisory (A) or Mandatory (M).

PUBLICATION	TITLE/SUBJECT	A/M
AR 190-47	The Army Correction System	M

End of Performance Work Statement

SECTION 2: INSPECTION AND ACCEPTANCE

1. INSPECTIONS: Government inspections are for the sole benefit of the Government and do not relieve the Contractor of his responsibility for providing adequate quality control measures. The Government will perform quality assurance (QA) of the Contractor's performance under this contract using various methods of surveillance. The COR may compare results of inspections performed by the Contractor's inspectors with the actual conditions observed during Government inspections. The Government reserves the right to conduct 100% inspections.

2. ACCEPTANCE: The Government will accept all work when the Contractor performs and completes the work within the standards described in the PWS.

3. NON-CONFORMANCE: Failure by the Contractor to perform the work in accordance with the Performance Work Statement shall be considered a non-conformance, shall constitute a contract deficiency, and may be grounds for contract deduction in accordance with the Performance Requirements Summary (PRS).

4. GOVERNMENT'S RIGHTS: The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in these documents. Any deductions shall reflect the reduced value of services performed under the contract. The Contractor shall not be relieved of full performance of the services hereunder. The Government may modify the type and frequency of inspection of items.

SECTION 3: DELIVERIES OR PERFORMANCE

1. PERFORMANCE: Refer to the Performance Work Statement.

2. FEDERAL HOLIDAYS: Beyond the observance of Federal Holidays or uniquely occurring national events, the Contractor may observe other dates of public or religious significance; however, the occurrence and observation of such shall not relieve the Contractor from full performance of any contract requirement or specified delivery dates. Federal Holidays are as follows:

New Year's Day	1 January
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	last Monday in May
Independence Day	4 July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	11 November
Thanksgiving Day	4th Thursday in November
Christmas Day	25 December

SECTION 4: CONTRACT ADMINISTRATION

1. CONTRACT ADMINISTRATION: After award, the Fort Drum, Contracting Division, will administer the contract. The Contractor shall, after receipt of the contract, direct all questions concerning the contract to:

Mission & Installation Contracting Command
Contracting Division, Post Award
31 Quartermaster Road
Fort Drum, NY 13602-5220

2. IMPORTANT NOTICE: The Contractor shall not accept any instructions issued by any person other than the Contracting Officer or his/her authorized representative acting within the limits of his/her authority. No information other than that which may be contained in any authorized amendment to this solicitation or any authorized modification to any resulting contract issued by the Contracting Officer, which may be received from any person employed by the U.S. Government or otherwise, shall be considered as grounds for deviation from any provisions, conditions or other terms of these documents.

3. CONTRACTING OFFICER'S REPRESENTATIVES AND THEIR AUTHORITY:

3.1. The Contracting Officer may designate individual(s) to act as the Contracting Officer's Representative (COR) under this contract. Such designations will be made by letter from the Contracting Officer with an information copy furnished to the Contractor. The COR will represent the Contracting Officer in the administration of the contract but will not be authorized to change any of the terms and conditions of the contract.

3.2. No oral statements of any person, whomsoever, will in any manner or degree modify, or otherwise affect the terms and conditions of this contract. The Contracting Officer shall be the only person authorized to approve changes in any of the requirements under this contract, and notwithstanding any provisions contained elsewhere in this contract, said authority shall remain solely with the Contracting Officer.

3.3. The Contracting Officer may appoint a Technical Representative (TR/POC) in place of a COR. In this event all language referring to a COR shall mean POC.

4. INDIVIDUALS AUTHORIZED TO PLACE ORDERS:

4.1. No individual order placed under this BPA by personnel located outside the Mission & Installation Contracting Command (MICC), Contracting Division shall exceed \$25,000.00.

4.2. A list of individuals authorized to place orders against this BPA and issue payment via the Government Purchase Card (GPC) will be provided in a separate letter. No order shall be placed by the individuals or accepted by the Contractor that exceeds the specified single purchase limit in the authorization letter, nor shall orders be intentionally split for the purpose of circumventing

the specified single purchase GPC limit. Contract Specialists at the Mission & Installation Contracting Command (MICC) can issue calls within the dollar limits specified in the FAR.

5. INVOICES: All services performed under this BPA shall have an invoice submitted to the Contracting Officer's Representative (COR) and the Contract Specialist that contains the following information:

- a. Name of Contractor
- b. BPA number
- c. Date of order
- d. Name of individual placing order
- e. Itemized list of services provided
- f. Total cost

If the invoice total cost is less than \$25,000.00 the COR, if not a GPC holder, will provide service completion confirmation to the GPC holder for payment purposes.

6. INVOICE SUBMISSION FOR PAYMENT ON ORDERS EXCEEDING \$25,000.00:

6.1. **All invoices shall be sent to Indianapolis via <https://wawf.eb.mil/>** in accordance with DFARS Clause 252.232-7003, Electronic Submission of Payment Requests. The full text of this clause can be found at: <http://farsite.hill.af.mil/>.

6.2. When submitting an electronic invoice, it is recommended that the **“Invoice as 2-in-1 (Services Only)”** be selected. This option will enable the creation of two documents from the same data entry session. If the recommended option is chosen, please ensure the following is selected when creating a 2-in-1 invoice:

6.3. WAWF Inquiries: Questions concerning WAWF can be addressed by contacting the WAWF Army Help Desk Monday - Friday between the hours of 0630-1800 EDT at: Toll Free 1-877-2-DA-WAWF (1-877-232-9293); Local: 317-510-0625; or sent via email to: cco-ec-armywawf-helpdesk@dfas.mil.

6.4. Payment Inquiries: Payment questions can be addressed by calling Customer Service, DFAS-Indianapolis, IN at (888) 332-7366.

6.5. Activity Responsibility: Upon receipt of items from the Contractor, the Government will process the receiving report in WAWF.

7. CONTRACT PAYMENT/ELECTRONIC FUNDS TRANSFER: Reference FAR clause 52.232-33 Mandatory Information for Electronic Funds Transfer Payment (OCT 2003). This clause requires that contract payments be made by electronic funds transfer by the Finance Office. The Contractor shall provide information required concerning the financial institution to receive electronic funds transfers to the designated payment office.

8. DISPUTES:

8.1. In furtherance of the Federal policy and the Administrative Disputes Resolution Act of 1990, ADR Act, Public Law 101-552, U.S.C. sec. 571 the Contracting Officer will try to resolve all post award acquisition issues in controversy by mutual agreement of the parties. Interested parties are encouraged to use Alternate Dispute Resolution Procedures to the maximum extent practicable in accordance with the authority and the requirements of the ADR Act.

8.2. AMC-Level Protest Program: Prior to submitting an agency protest, it is preferable that you first attempt to resolve your concerns with the responsible contracting officer. However, you may also file a protest to the Headquarters (HQ), Army Materiel Command (AMC). The HQ AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 35 calendar days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. If you want to file a protest under the HQ AMC-Level Protest Program, the protest must request resolution under that program and be sent to the address below. All other agency level protests should be sent to the contracting officer for resolutions.

HQ Army Materiel Command
 Office of Command Counsel-Deputy Command Counsel
 4400 Martin Road
 Rm: A6SE040.001
 Redstone Arsenal, AL 35898-5000
 Fax: (256) 450-8840 or email usarmy.redstone.usamc.mbx.protests@mail.mil

The AMC-level protest procedures are found at:
<http://www.amc.army.mil/amc/commandcounsel.html> .
 If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

5. SPECIAL CONTRACT REQUIREMENTS

1. PERFORMANCE REQUIREMENTS SUMMARY (PRS): The following Performance Requirements Summary (PRS) indicates the desired outcomes, performance objectives, performance standards, and Acceptable Quality Levels (AQLs). Refer to the Performance Work Statement for the actual descriptions.

Paragraph	Specific Task	AQL	Consideration
5.2	Male and female Soldiers are not integrated.	100%	Trends of less than acceptable performance could result in reductions in payments at the discretion of the Contracting Officer. Additionally a negative past performance review of the

			Contractor could affect future contract awards.
5.3	Pre-Trial prisoners are not used to supplement the prisoner work force.	100%	Trends of less than acceptable performance could result in reductions in payments at the discretion of the Contracting Officer. Additionally a negative past performance review of the Contractor could affect future contract awards.
5.4	The identity of all visitors is verified and visitation is permitted in accordance with the schedule listed in PWS section 5.4.	95%	Trends of less than acceptable performance could result in reductions in payments at the discretion of the Contracting Officer. Additionally a negative past performance review of the Contractor could affect future contract awards.
5.5	Prisoner are permitted to make and receive telephone calls from Counsel in a space that allows for confidentiality, between the hours of 0900 and 1800.	95%	Trends of less than acceptable performance could result in reductions in payments at the discretion of the Contracting Officer. Additionally a negative past performance review of the Contractor could affect future contract awards.
5.6	Documentation of transfer or release received after a prisoner has been transferred or released is forwarded to the Government within 3 days of receipt.	98%	Trends of less than acceptable performance could result in reductions in payments at the discretion of the Contracting Officer. Additionally a negative past performance review of the Contractor could affect future contract awards.
5.7	The contractor forwards all prisoner property left in their facility to the gaining facility, unit or the prisoner's forwarding address within 3 days of receiving notification from the Government.	98%	Trends of less than acceptable performance could result in reductions in payments at the discretion of the Contracting Officer. Additionally a negative past performance review of the Contractor could affect future contract awards.
5.8	The contractor maintains daily, monthly, and emergency notification communications with	95%	Trends of less than acceptable performance could result in reductions in payments at the

	Government IAW PWS paragraph 5.8.1., 5.8.2. and 5.8.3.		discretion of the Contracting Officer. Additionally a negative past performance review of the Contractor could affect future contract awards.
5.9	The Contractor provides military prisoners three (3) meals per day, two (2) of which are hot.	100%	Trends of less than acceptable performance could result in reductions in payments at the discretion of the Contracting Officer. Additionally a negative past performance review of the Contractor could affect future contract awards.
5.10	The Contractor provides a copy of its mail procedures to the Government within thirty (30) days of the start date of this agreement.	95%	Trends of less than acceptable performance could result in reductions in payments at the discretion of the Contracting Officer. Additionally a negative past performance review of the Contractor could affect future contract awards.
5.11	In emergency cases the contractor provides an escort for the military prisoner to the emergency facility consistent with its procedures for emergency medical transport of civilian prisoners	100%	Trends of less than acceptable performance could result in reductions in payments at the discretion of the Contracting Officer. Additionally a negative past performance review of the Contractor could affect future contract awards.
5.13	The Contractor complies with all applicable New York State and/or federal laws, rules and regulations regarding confinement facility, labor and safety standards, and requirements.	100%	Trends of less than acceptable performance could result in reductions in payments at the discretion of the Contracting Officer. Additionally a negative past performance review of the Contractor could affect future contract awards.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-13	System for Award Management Maintenance	OCT 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-37	Multiple Payment Arrangements	MAY 1999
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Dec 2016)	DEC 2016
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2016
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2017).

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(ii) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(iii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(iv) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (APR 1984).

(ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (JAN 2017).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013).

(vii) 52.233-1, Disputes (MAY 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (JAN 2017).

(ix) 52.222-55, Minimum Wages Under Executive Order 13658 (MAR 2016) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$30,000 or more).

(ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold).

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

- (iv) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212) (applies to contracts of \$150,000 or more).
- (v) 52.222-36, Equal Employment for Workers with Disabilities (JUL 2014) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (vi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212) (Applies to contracts of \$150,000 or more).
- (vii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).
- (viii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O 13627) (Applies to all solicitations and contracts).
- (B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).
- (ix) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (Executive Order 13658) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).
- (x) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))
- (xi) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).
- (xii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR 23.804(a)(1)).
- (xiii) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).
- (xiv) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR[supreg] Program or Federal Energy Management Program (FEMP) will be--
- (A) Delivered;
- (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
- (C) Furnished by the Contractor for use by the Government; or
- (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xv) 52.223-20, Aerosols (June, 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) 52.223-21, Foams (June, 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvii) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(xviii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States).

(xix) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (JUL 2013) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xx) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (June, 2016) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (Applies to contracts over \$35,000).

(iii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

farsite.hill.af.mil/ , <http://farsite.hill.af.mil/vmdfara.htm>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have

been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits (32.6%)
----------------	---------------------------------------------

Employee Class 27102 Guard	Wage \$17.54
Federal Equivalent Rate GS-06 \$17.54	Fringe Benefit \$5.72
	Total \$23.26

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2 in 1 Services

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

W16XU7

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W911S2
Admin DoDAAC	W911S2
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	W16XU7
Service Acceptor (DoDAAC)	W16XU7
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Not applicable

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Not applicable

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

5152.233-4000 AMC-LEVEL PROTEST PROGRAM (Feb 2014) (LOCAL CLAUSE)

Prior to submitting an agency protest, it is preferable that you first attempt to resolve your concerns with the responsible contracting officer. However, you may also file a protest to the Headquarters (HQ), Army Materiel Command (AMC). The HQ AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. Contract award or performance is

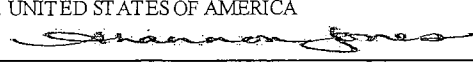
suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 35 calendar days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. If you want to file a protest under the HQ AMC-Level Protest Program, the protest must request resolution under that program and be sent to the address below.

Headquarters U.S. Army Materiel Command
Office of Command Counsel-Deputy Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840 or email usarmy.redstone.usamc.mbx.protests@mail.mil

The AMC-Level Protest procedures are found at: <http://www.amc.army.mil/amc/commandcounsel.html>.

If internet access is not available, contact the contracting officer or HQ, AMC to obtain the HQ AMC-Level Protest Procedures.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 01-Nov-2017	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable) 1 17	
6. ISSUED BY MICC-FT DRUM 925TH CBN & MICC FORT DRUM FORT DRUM NY 13602-5434		CODE W911S2	7. ADMINISTERED BY (If other than item 6) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ONEIDA COUNTY OF 800 PARK AVE 5TH FL UTICA NY 13501-2939				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. W911S2-18-A-6000	
				X	10B. DATED (SEE ITEM 13) 24-Oct-2017	
CODE 1AE92		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: eschem18214 The purpose of this modification is to correct the language in FRS 5.9. so that it matches PWS section 5.9.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SHANNON E. JONES / 1102 TEL: 315-772-3390 EMAIL: shannon.e.jones28.civ@mail.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 01-Nov-2017	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been modified:

PERFORMANCE WORK STATEMENT

SECTION 1: PERFORMANCE WORK STATEMENT**PART 1 – GENERAL**

1. GENERAL: If there is conflict among any law, regulation, specification, standard, or policy, the most stringent will apply. The following provisions shall apply to the performance of work under this contract:

1.1. SCOPE OF WORK: The Contractor shall provide all facilities, equipment, supplies and personnel to safely and securely confine Military pre-trial and post-trial Soldiers in accordance with the standards of treatment specified in Army Regulation 190-47, The Army Corrections System. The Contractor's facility must be approved by the Federal Bureau of Prisons or United States Marshals Service, or be accredited by the American Correctional Association (ACA) or New York State and must comply with Department of Justice, National Prison Rape Elimination Act standards.

1.2. Reserved

1.3. CONTRACTOR PERSONNEL: For the purpose of this contract, the term "Contractor personnel" applies to all Contractor employees, subcontractor employees, or any other person(s) acting for or on behalf of the Contractor to perform work on this contract.

1.3.1. Reserved

1.3.2. Contractor Employee

1.3.2.1. General Qualifications: Contractor employees shall be trained, qualified, certified and/or licensed under the requirements specified in this contract prior to starting work. The Contractor shall maintain records of training qualifications, certifications, and licenses and provide them to the Contracting Officer upon request. The Contractor shall ensure that the employees remain fully qualified to perform work under this contract. The Contractor shall maintain the work force in such a manner as to ensure that the employees remain fully qualified. The Contractor shall only employ persons able to speak, read, write, and understand English for those positions interacting with Government personnel, and where English is used or essential to provide the product, record, data, information, or service. Contractor personnel shall be physically capable of performing work under all climatic conditions.

1.3.2.2. Specialized Qualifications: N/A

1.3.3. Employee Conduct: The Contractor shall not allow any employee to perform work who has illegal possession of, or who is under the influence of alcohol or controlled substances. Government rules, regulations, laws, directives, and requirements, which are in place or issued during the contract term shall be applicable to all Contractor employees or representatives who enter the Installation or who travel using Government transportation. Violation of such rules, regulations, laws, directives, or requirements shall be grounds for removal (permanently or temporarily as the Government determines) from the work site. Individuals who violate such rules, regulations, laws, directives, or requirements may be denied access to the Installation, either temporarily or permanently. Contractor personnel receiving a driving under the influence (DUI) conviction may be prohibited from driving on the installation.

1.3.4. Employee Appearance: Contractor employees shall be appropriately dressed including any necessary individual protective clothing and equipment.

1.3.5. Personnel Constraints/Conflicts of Interest: The Contractor shall not hire for this contract, any person whose employment would result in a conflict of interest, or employment which is prohibited by Department of Defense Regulation 5500.7-R entitled "Joint Ethics Regulation (JER)", Dated November 17, 2011.

1.3.6. Personnel Safety: The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall comply with all applicable federal, state, and local laws and regulations including, but not limited to environmental, safety, and occupational health laws and regulations.

1.4. Reserved

1.5. Reserved

1.6. Reserved

1.7. Reserved:

1.8. Reserved

1.9 REPORTS:

1.9.1. The Contractor shall complete responses in a timely manner to all requirements for reports and requests for information and data, both one-time and recurring.

1.9.2. Contractor Manpower Reporting: The Contractor is required to provide data on Contractor labor hours (including subcontractor labor hours) for performance of this contract IAW the PWS. Instructions, including the Contractor and Subcontractor User Guides, are available at <http://www.ecmra.mil>. Contractors filing their Contractor Manpower Reports will receive immediate e-mail confirmation that their reports have been received in the system. **The Contractor shall upload this document into WAWF with invoicing to facilitate final**

contract payment. Information that the contractor will need to complete reporting is as follows:
FOB: Destination; UIC: W0XQAA; COMMAND: IMCOM; FSC: X1FF

1.10. QUALITY CONTROL PLAN (QCP): The Contractor shall maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires upon request. The Contractor shall submit its QCP to the Contracting Officer no later than five calendar days after the initial request is made. The format of the QCP shall be in Microsoft Word on company letterhead.

PWS PART 2: DEFINITIONS AND ACRONYMS

2.1. DEFINITIONS: The definitions set forth below are those unique to this contract. Definitions for technical terms or words that are included in this contract can be found in the technical documents referenced in the individual functional areas of the PWS. The definitions provided below are oriented to Fort Drum's PWS. In many cases, definitions are specific by situation. The listing of definitions is not all-inclusive, but it has been derived from official publications (e.g., regulations and technical manuals) when available.

Army Regulations (ARs): Publications issued by Department of the Army (DA) which are directive in nature and contain missions, responsibilities, policies and administrative procedures necessary to insure uniform compliance with those policies.

Business Day: Monday through Friday, except for Government recognized holidays and days the Fort Drum duty day has been cancelled for all but emergency business.

Contracting Officer (KO): An individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

Contracting Officer's Representative (COR): An individual from the functional activity appointed by the Contracting Officer and delegated specific authority to monitor contract performance and to perform specific contract administration functions.

Contract Discrepancy Report (CDR): A formal method documenting unsatisfactory Contractor performance (contract deficiencies and defects against the AQL) in the contract file.

Defective Service: A unit of service, which contains one or more defects and does not conform to specified requirements.

Federal Acquisition Regulation (FAR): Provides uniform policies and procedures for acquisitions by executive agencies of the federal Government.

Government Furnished Property: All tangible property of Government furnished to Contractor.

Hazardous Waste: A waste as defined in title 40, CFR, Part 261.3. Special handling procedures and disposal facilities are required for their disposal in compliance with federal, state and local regulations.

Performance Requirements Summary (PRS): The PRS identifies key performance indicators and standards that represent logical service outputs that will be evaluated by the Government to assure the Contractor is fulfilling the terms of the contract.

Performance Standard: A measurable output or result associated with the performance-based description of a requirement found in the PWS.

Performance Threshold: The Performance Threshold is the lowest case quality level (percent) of defective outcomes/service that the Government indicates will be accepted using acceptable sampling techniques and procedures. However the Contractor is still expected to meet the performance standard outlined utilizing the re-work process at no additional cost to the Government.

Quality Control: Those actions taken by the Contractor to control the in-process performance of goods or services to ensure that contract quality standards are met.

Quality Assurance Surveillance Plan (QASP): An organized written document used by the Government for quality assurance surveillance.

2.2. ACRONYMS: For the purpose of the resultant contract, the acronyms listed below shall apply:

AQL	Acceptable Quality Level
CFR	Code of Federal Regulations
DA	Department of the Army
DA Cir	Department of the Army Circular
DA Pam	Department of the Army Pamphlet
DEC	Department of Environmental Conservation
GFP	Government Furnished Property
MSDS	Material Safety Data Sheets
NYSDEC	New York State Department of Environmental Conservation
POV	Privately Owned Vehicle

PWS PART 3: GOVERNMENT FURNISHED RESOURCES

3.1. GENERAL: This section describes those items that will be furnished by the Government to the Contractor for performance of the requirements of this contract. The Contractor shall not make use of any property or services described in this section for any purpose other than performing the requirements of this contract. Contractor personnel are responsible for safeguarding GFP, equipment, and facilities. The Contractor shall be required to reimburse the

Government for lost, damaged, or misappropriated property for which Contractor personnel are responsible.

3.2. GOVERNMENT FURNISHED SERVICES:

3.2.1. Confinement Order: The Government will furnish the Contractor a copy of the confinement order stating the military detainee's/prisoner's status as a pre-trial or post-trial detainee/prisoner. The confinement order will accompany the detainee/prisoner to Contractor's facility and be presented by the Government representative transporting the detainee/prisoner.

3.2.2 Transportation and Escort.

3.2.2.1. Legal Proceedings and/or Consultation. When a military detainee's/prisoner's Trial Defense Services (TDS) Counsel, Civilian Legal Counsel or the Military Judge requires the prisoner to be at Fort Drum, the prisoner's unit will provide all transportation and escort to support the movement of the prisoner. The detainee's/prisoner's unit will be available 24 hours per day to furnish all transportation and escort requirements. Coordination for movement will be made by the Fort Drum Law Enforcement Division. The Contractor will transfer responsibility for the detainee/prisoner to the senior escort.

3.2.2.2. Medical Treatment. When a military detainee/prisoner requires hospitalization or is otherwise admitted to the care of a medical or dental treatment facility for a period of time, the detainee's/prisoner's unit will furnish a guard. The guard shall accompany the detainee/prisoner 24 hours per day. Unless transported by emergency service providers to the hospital or treatment facility, the detainee's/prisoner's unit will provide transportation and escort to move the prisoner. The Contractor will transfer responsibility for the prisoner to the senior escort. When transported by emergency service providers, the Contractor will provide an escort for the military prisoner consistent with its procedures for emergency medical transport of civilian prisoners.

3.2.3. Inspection. The Government may conduct announced and unannounced inspections of the Contractor's facility at any time. The Contractor shall make the facility available to the Government for inspection by the Contracting Officer or Contracting Officer's Representative upon presentation and request at the facility. Inspections shall address the general condition of the facility, i.e. cleanliness, prisoner condition, meal preparation, etc. Inspection shall be performed in accordance with standards set forth in Army Regulation 190-47 and by the Department of Justice. Deficiencies noted during an inspection shall be remedied in accordance with the inspection services clause contained in the contract.

3.3. GOVERNMENT FURNISHED SUPPLIES: None

3.4. GOVERNMENT FURNISHED PROPERTY: None

3.5. GOVERNMENT FURNISHED FACILITIES: None

PWS PART 4: CONTRACTOR-FURNISHED ITEMS AND SERVICES

4.1. GENERAL: With the exception of items specifically identified as Government furnished in Part 3, the Contractor shall furnish all supplies, equipment, supervision, materials and services necessary to perform the requirements of this contract.

4.2. Reserved

4.3. CONTRACTOR OWNED PROPERTY:

4.3.1. Condition of Property: All Contractor property shall be in an operable condition and meet all applicable Federal, State, Local, and Installation requirements for its operation. Equipment shall also have complete and intact design and safety features as if they were new excluding the appearance of fair wear and tear on the equipment.

PWS PART 5: SPECIFIC TASKS

5.1. GENERAL: The Contractor shall provide all facilities, equipment, supplies and personnel to safely and securely confine Military pre-trial and post-trial Soldiers 24 hours per day in accordance with the standards of treatment specified in Army Regulation 190-47, The Army Correction System. The Contractor's facility must be approved by the Federal Bureau of Prisons or United States Marshals Service, or be accredited by the American Correctional Association (ACA) or New York State and must comply with Department of Justice, National Prison Rape Elimination Act standards.

5.2. SEPARATION OF MILITARY PRISONERS. The Contractor shall not integrate pre-trial and post-trial detainees/prisoners in the same cell or during roll calls, muster, dining periods or exercise/recreational periods. Male and female Soldiers will not be integrated; nor will Military detainees/prisoners of different rank (officer, noncommissioned officer, and enlisted). Prohibitions regarding integration apply equally to officer and enlisted ranks. Military members shall not be housed in immediate association with foreign nationals. The Contractor also will not house military detainees in immediate association with civilian prisoners

5.3. WORK ASSIGNMENTS: The Contractor shall not require pre-trial detainees/prisoners to perform any work other than cleaning their own cell area. Under no circumstances will pre-trial detainees/prisoners supplement the prisoner work force.

5.4. VISITATION: The Contractor shall verify the identity of all visitors and permit visitation by the following individuals in accordance with the schedule listed below:

5.4.1 Provost Marshal (Director of Emergency Services) or Authorized Representative: 24 hours a day, seven days a week.

5.4.2. Chaplain: 24 hours per day, seven days a week.

5.4.3. Prisoner's Legal Counsel (Private Attorney or Army Trial Defense Service (TDS) Attorney): The Contractor shall permit detainee/prisoner initiated phone calls to their counsel to their counsel during normal duty hours 730am to 6pm

5.4.4. Detainee's/Prisoner's Commander or Authorized Representative: 6:00 a.m. to 6:00 p.m., seven days a week, with one business days notice.

5.4.5. Military Detainee's/Prisoner's Immediate Family Members: Contractor's regularly scheduled visitation days and times for the facility's general population.

5.5. TELEPHONE ACCESS: The Contractor shall permit detainees/prisoners to receive telephone calls from their counsel between the hours of 7:30 a.m. to 6:00 p.m., seven days a week. The Contractor will provide space within the confinement facility for telephone calls that will ensure confidential communication between the detainee/prisoner and his/her counsel. The detainee/prisoner must make a request to the Contractor for telephone access, consistent with the Contractor's policy and procedures for civilian prisoner telephone access.

5.6. DETAINEE/PRISONER DOCUMENTATION: In the event that documentation pertaining to a released or transferred detainee/prisoner is received at a date after the detainee/prisoner has been released or transferred, the Contractor shall be responsible for forwarding the documentation to the gaining facility, unit or the detainee's/prisoner's forwarding address. This action shall be completed within three (3) days of receipt of notification.

5.7. PRISONER PROPERTY: In the event that property belonging to a released or transferred detainee/prisoner is left at Contractor's facility (regardless of reason), the Contractor shall be responsible for forwarding all detainee/prisoner property to the gaining facility, unit or the detainee's/prisoner's forwarding address. This action shall be completed within three (3) days of receipt of notification.

5.8. COMMUNICATION WITH GOVERNMENT:

5.8.1. Daily: The Contractor will communicate with the Government on a daily basis; communication may be in person, by e-mail or by telephone. The Contractor will provide information regarding detainee/prisoner discipline and behavior, non-emergency medical/dental issues and contract performance issues. The Contractor and Government will coordinate and confirm the name, rank and number of military detainees/prisoners confined, the number of pre-trial and post-trial detainees/prisoners, and the number of male and female detainees/prisoners.

5.8.2. Monthly. The Contractor shall provide the Government the monthly statistics concerning the number of military detainees/prisoners housed during the previous month. Each monthly report shall include name, rank, detainee's/prisoner's unit and number of days housed. These statistics shall be provided by the 5th working day of the each month to the Fort Drum Law Enforcement Division.

5.8.3. Notification. The Contractor shall immediately notify the Fort Drum Law Enforcement Division at 315-772-0911 and 315-772-1095, when there is an incident involving a military detainee/prisoner regarding a medical emergency, assault (physical or sexual) or other matter not covered elsewhere in this contract.

5.9. MEALS, HEALTH AND COMFORT ITEMS: The Contractor shall provide each detainee/prisoner three meals per day consistent with the standards the facility is required to meet in feeding its civilian prisoners. The Contractor shall furnish all health and comfort items consistent with the standards used to provide such items to civilian prisoners.

5.10 MAIL SERVICE: The Contractor shall furnish mail services for military detainees/prisoners consistent with the standard of service provided to civilian prisoners. The Contractor shall provide a copy of its mail procedures to the Government within thirty (30) days of the start date of this agreement.

5.11 EMERGENCY MEDICAL CARE: In the event of a medical emergency (serious illness or injury requiring immediate emergency medical care in a hospital or emergency treatment facility) the Contractor shall call 911 to obtain emergency medical services/transport. The Contractor shall provide an escort for the military detainee/prisoner to the emergency facility (at no additional cost to the Government) consistent with its procedures for emergency medical transport of civilian prisoners. Costs for emergency medical services/transport and subsequent medical care will be the responsibility of the Government and/or military detainee/prisoner consistent with existing TRICARE coverage. If the detainee/prisoner requires hospitalization or is otherwise admitted to the care of a medical facility for a period of time, the detainee's/prisoner's unit will furnish a guard. The guard shall accompany the detainee/prisoner 24 hours per day.

5.12 NON-EMERGENCY MEDICAL CARE: Within 24 hours of arrival the Contractor shall inform the detainee/prisoner of the facilities sick call, medication call, and dental care procedures. Contractor shall also provide a no cost medical screening upon incarceration consistent with the facilities policy. Contractor shall be responsible for cost associated with basic supplies such as band aids, ointments, over the counter medicines and costs associated with basic sick call care. All other Costs for this care will be the responsibility of the Government and/or military detainee/prisoner consistent with existing TRICARE coverage.

5.13 COMPLIANCE: The Contractor shall comply with all applicable New York State and/or federal laws, rules and regulations regarding confinement facility, labor and safety standards and requirements.

5.14 MEDIA RESTRICTION: Detainee/Prisoner communication with the media is restricted. Face to face and telephonic communication between military prisoners and members of the news media (print or broad cast) are not authorized. Any other media communication is not authorized without prior approval from OPMG, ACC/Office of Public Affairs (OCA).

5.15 PHOTOGRAPHS: Any pictures taken of a detainee/prisoner will only be used for official law enforcement purposes (in case of escape), and will not be published in print or on the internet.

5.16 DETAINEE/PRISONER GRIEVANCES: Within 24 hours of arrival detainees/prisoners shall be briefed on the Contractor's grievance process. The Government shall be notified within 24 hours of all grievances filed by a detainee/prisoner. Upon award of this contract, the

Contractor shall provide the Government a written copy of their grievance process within 10 working days.

PWS PART 6: APPLICABLE PUBLICATIONS

6.1. GENERAL: The following regulations/documents are applicable to this contract. The documents are Mandatory and shall be complied with. Supplements or amendments to these mandatory publications may be issued during the life of the contract. Supplements and amendments to mandatory publications shall be considered to be in full force and effective immediately upon publication. The publications identified as Advisory are for the Contractors awareness. They are not mandatory; however, it is highly recommended that the Contractor review all publications and forms. Publications and Forms are coded as Advisory (A) or Mandatory (M).

PUBLICATION	TITLE/SUBJECT	A/M
AR 190-47	The Army Correction System	M

End of Performance Work Statement

SECTION 2: INSPECTION AND ACCEPTANCE

1. INSPECTIONS: Government inspections are for the sole benefit of the Government and do not relieve the Contractor of his responsibility for providing adequate quality control measures. The Government will perform quality assurance (QA) of the Contractor's performance under this contract using various methods of surveillance. The COR may compare results of inspections performed by the Contractor's inspectors with the actual conditions observed during Government inspections. The Government reserves the right to conduct 100% inspections.

2. ACCEPTANCE: The Government will accept all work when the Contractor performs and completes the work within the standards described in the PWS.

3. NON-CONFORMANCE: Failure by the Contractor to perform the work in accordance with the Performance Work Statement shall be considered a non-conformance, shall constitute a contract deficiency, and may be grounds for contract deduction in accordance with the Performance Requirements Summary (PRS).

4. GOVERNMENT'S RIGHTS: The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in these documents. Any deductions shall reflect the reduced value of services performed under the contract. The Contractor shall not be relieved of full performance of the services hereunder. The Government may modify the type and frequency of inspection of items.

SECTION 3: DELIVERIES OR PERFORMANCE

1. PERFORMANCE: Refer to the Performance Work Statement.

2. FEDERAL HOLIDAYS: Beyond the observance of Federal Holidays or uniquely occurring national events, the Contractor may observe other dates of public or religious significance; however, the occurrence and observation of such shall not relieve the Contractor from full performance of any contract requirement or specified delivery dates. Federal Holidays are as follows:

New Year's Day	1 January
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	last Monday in May
Independence Day	4 July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	11 November
Thanksgiving Day	4th Thursday in November
Christmas Day	25 December

SECTION 4: CONTRACT ADMINISTRATION

1. CONTRACT ADMINISTRATION: After award, the Fort Drum, Contracting Division, will administer the contract. The Contractor shall, after receipt of the contract, direct all questions concerning the contract to:

Mission & Installation Contracting Command
Contracting Division, Post Award
31 Quartermaster Road
Fort Drum, NY 13602-5220

2. IMPORTANT NOTICE: The Contractor shall not accept any instructions issued by any person other than the Contracting Officer or his/her authorized representative acting within the limits of his/her authority. No information other than that which may be contained in any authorized amendment to this solicitation or any authorized modification to any resulting contract issued by the Contracting Officer, which may be received from any person employed by the U.S. Government or otherwise, shall be considered as grounds for deviation from any provisions, conditions or other terms of these documents.

3. CONTRACTING OFFICER'S REPRESENTATIVES AND THEIR AUTHORITY:

3.1. The Contracting Officer may designate individual(s) to act as the Contracting Officer's Representative (COR) under this contract. Such designations will be made by letter from the Contracting Officer with an information copy furnished to the Contractor. The COR will represent the Contracting Officer in the administration of the contract but will not be authorized to change any of the terms and conditions of the contract.

3.2. No oral statements of any person, whomsoever, will in any manner or degree modify, or otherwise affect the terms and conditions of this contract. The Contracting Officer shall be the only person authorized to approve changes in any of the requirements under this contract, and notwithstanding any provisions contained elsewhere in this contract, said authority shall remain solely with the Contracting Officer.

3.3. The Contracting Officer may appoint a Technical Representative (TR/POC) in place of a COR. In this event all language referring to a COR shall mean POC.

4. INDIVIDUALS AUTHORIZED TO PLACE ORDERS:

4.1. No individual order placed under this BPA by personnel located outside the Mission & Installation Contracting Command (MICC), Contracting Division shall exceed \$25,000.00.

4.2. A list of individuals authorized to place orders against this BPA and issue payment via the Government Purchase Card (GPC) will be provided in a separate letter. No order shall be placed by the individuals or accepted by the Contractor that exceeds the specified single purchase limit in the authorization letter, nor shall orders be intentionally split for the purpose of circumventing

the specified single purchase GPC limit. Contract Specialists at the Mission & Installation Contracting Command (MICC) can issue calls within the dollar limits specified in the FAR.

5. INVOICES: All services performed under this BPA shall have an invoice submitted to the Contracting Officer's Representative (COR) and the Contract Specialist that contains the following information:

- a. Name of Contractor
- b. BPA number
- c. Date of order
- d. Name of individual placing order
- e. Itemized list of services provided
- f. Total cost

If the invoice total cost is less than \$25,000.00 the COR, if not a GPC holder, will provide service completion confirmation to the GPC holder for payment purposes.

6. INVOICE SUBMISSION FOR PAYMENT ON ORDERS EXCEEDING \$25,000.00:

6.1. **All invoices shall be sent to Indianapolis via <https://wawf.eb.mil/>** in accordance with DFARS Clause 252.232-7003, Electronic Submission of Payment Requests. The full text of this clause can be found at: <http://farsite.hill.af.mil/>.

6.2. When submitting an electronic invoice, it is recommended that the **“Invoice as 2-in-1 (Services Only)”** be selected. This option will enable the creation of two documents from the same data entry session. If the recommended option is chosen, please ensure the following is selected when creating a 2-in-1 invoice:

6.3. WAWF Inquiries: Questions concerning WAWF can be addressed by contacting the WAWF Army Help Desk Monday - Friday between the hours of 0630-1800 EDT at: Toll Free 1-877-2-DA-WAWF (1-877-232-9293); Local: 317-510-0625; or sent via email to: cco-ec-armywawf-helpdesk@dfas.mil.

6.4. Payment Inquiries: Payment questions can be addressed by calling Customer Service, DFAS-Indianapolis, IN at (888) 332-7366.

6.5. Activity Responsibility: Upon receipt of items from the Contractor, the Government will process the receiving report in WAWF.

7. CONTRACT PAYMENT/ELECTRONIC FUNDS TRANSFER: Reference FAR clause 52.232-33 Mandatory Information for Electronic Funds Transfer Payment (OCT 2003). This clause requires that contract payments be made by electronic funds transfer by the Finance Office. The Contractor shall provide information required concerning the financial institution to receive electronic funds transfers to the designated payment office.

8. DISPUTES:

8.1. In furtherance of the Federal policy and the Administrative Disputes Resolution Act of 1990, ADR Act, Public Law 101-552, U.S.C. sec. 571 the Contracting Officer will try to resolve all post award acquisition issues in controversy by mutual agreement of the parties. Interested parties are encouraged to use Alternate Dispute Resolution Procedures to the maximum extent practicable in accordance with the authority and the requirements of the ADR Act.

8.2. AMC-Level Protest Program: Prior to submitting an agency protest, it is preferable that you first attempt to resolve your concerns with the responsible contracting officer. However, you may also file a protest to the Headquarters (HQ), Army Materiel Command (AMC). The HQ AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 35 calendar days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. If you want to file a protest under the HQ AMC-Level Protest Program, the protest must request resolution under that program and be sent to the address below. All other agency level protests should be sent to the contracting officer for resolutions.

HQ Army Materiel Command
Office of Command Counsel-Deputy Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840 or email usarmy.redstone.usamc.mbx.protests@mail.mil

The AMC-level protest procedures are found at:
<http://www.amc.army.mil/amc/commandcounsel.html> .
If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

5. SPECIAL CONTRACT REQUIREMENTS

1. PERFORMANCE REQUIREMENTS SUMMARY (PRS): The following Performance Requirements Summary (PRS) indicates the desired outcomes, performance objectives, performance standards, and Acceptable Quality Levels (AQLs). Refer to the Performance Work Statement for the actual descriptions.

Paragraph	Specific Task	AQL	Consideration
5.2	Male and female Soldiers are not integrated.	100%	Trends of less than acceptable performance could result in reductions in payments at the discretion of the Contracting Officer. Additionally a negative past performance review of the

			Contractor could affect future contract awards.
5.3	Pre-Trial prisoners are not used to supplement the prisoner work force.	100%	Trends of less than acceptable performance could result in reductions in payments at the discretion of the Contracting Officer. Additionally a negative past performance review of the Contractor could affect future contract awards.
5.4	The identity of all visitors is verified and visitation is permitted in accordance with the schedule listed in PWS section 5.4.	95%	Trends of less than acceptable performance could result in reductions in payments at the discretion of the Contracting Officer. Additionally a negative past performance review of the Contractor could affect future contract awards.
5.5	Prisoner are permitted to make and receive telephone calls from Counsel in a space that allows for confidentiality, between the hours of 0900 and 1800.	95%	Trends of less than acceptable performance could result in reductions in payments at the discretion of the Contracting Officer. Additionally a negative past performance review of the Contractor could affect future contract awards.
5.6	Documentation of transfer or release received after a prisoner has been transferred or released is forwarded to the Government within 3 days of receipt.	98%	Trends of less than acceptable performance could result in reductions in payments at the discretion of the Contracting Officer. Additionally a negative past performance review of the Contractor could affect future contract awards.
5.7	The contractor forwards all prisoner property left in their facility to the gaining facility, unit or the prisoner's forwarding address within 3 days of receiving notification from the Government.	98%	Trends of less than acceptable performance could result in reductions in payments at the discretion of the Contracting Officer. Additionally a negative past performance review of the Contractor could affect future contract awards.
5.8	The contractor maintains daily, monthly, and emergency notification communications with	95%	Trends of less than acceptable performance could result in reductions in payments at the

	Government IAW PWS paragraph 5.8.1., 5.8.2. and 5.8.3.		discretion of the Contracting Officer. Additionally a negative past performance review of the Contractor could affect future contract awards.
5.9	The Contractor provides military prisoners three (3) meals per day.	100%	Trends of less than acceptable performance could result in reductions in payments at the discretion of the Contracting Officer. Additionally a negative past performance review of the Contractor could affect future contract awards.
5.10	The Contractor provides a copy of its mail procedures to the Government within thirty (30) days of the start date of this agreement.	95%	Trends of less than acceptable performance could result in reductions in payments at the discretion of the Contracting Officer. Additionally a negative past performance review of the Contractor could affect future contract awards.
5.11	In emergency cases the contractor provides an escort for the military prisoner to the emergency facility consistent with its procedures for emergency medical transport of civilian prisoners	100%	Trends of less than acceptable performance could result in reductions in payments at the discretion of the Contracting Officer. Additionally a negative past performance review of the Contractor could affect future contract awards.
5.13	The Contractor complies with all applicable New York State and/or federal laws, rules and regulations regarding confinement facility, labor and safety standards, and requirements.	100%	Trends of less than acceptable performance could result in reductions in payments at the discretion of the Contracting Officer. Additionally a negative past performance review of the Contractor could affect future contract awards.

(End of Summary of Changes)



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street
Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

FN 20 17-420

HEALTH & HUMAN SERVICES

WAYS & MEANS

November 14, 2017

Ms. Denise Cavanaugh
Executive Director
Catholic Charities of the Roman Catholic Diocese of Syracuse, NY
1404 Genesee Street
Utica, NY 13501

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

Anthony J. Picente, Jr.
County Executive
Date 11/20/17

Dear Ms. Cavanaugh:

Enclosed please find four (4) copies of the January 1, 2017 through December 31, 2017 Amendment to the Purchase of Services Agreement between the Oneida County Department of Mental Health and **Catholic Charities of the Roman Catholic Diocese of Syracuse, NY** for your review and approval.

This contract Amendment for 2017 reflects an increase in OMH State Aid funding of one hundred seventy eight thousand five hundred seventy three dollars and no cents (**\$178,573.00**) for Supported Housing and an additional COLA increase of eight hundred six dollars and no cents (**\$806.00**).

Please feel free to contact our office should you have any questions regarding this Agreement.

Sincerely,

Robin E. O'Brien
Commissioner

REO/ts
Encs.

Oneida Co. Department: MENTAL HEALTH

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Catholic Charities of the Roman Catholic Diocese of Syracuse, NY
1408 Genesee Street
Utica, NY 13502

Title of Activity or Service: Psychosocial Club
Transportation Services
Residential Services

Proposed Dates of Operation: January 1, 2017 through December 31, 2017

Client Population/Number to be Served: Adults with serious and persistent mental illness; and individuals who are alcohol dependent and require structured living environment.

Summary Statements

1) Narrative Description of Proposed Services

- a. Psychosocial Club:** Social Recreation is provided via psychosocial club format primarily on evenings and weekends.
- b. Transportation:** Provides services to individuals meeting OMH criteria to attend a variety of local mental health programs.
- c. Residential OMH Supported /Forensic Housing:** Provides forensic and supported housing with the primary goal to enhance the quality of life for individuals meeting OMH criteria aged 18 and older, who find themselves homeless, at risk of homelessness or in substandard housing/environment.
- d. Residential OMH Services (Men and Women's Halfway House):** The OASAS Certified Chemical Dependency Community Residence for both men and women is designed to assist residents in expanding competencies required for successful independent living and continued recovery.

2) Program/Service Objectives and Outcomes:

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible.

3) Program Design and Staffing

The Mental Health programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of Budget (DOB) and in conjunction with guidelines and regulations. The NYS Office of Alcoholism and Substance Abuse Services (OASAS) certifies the Chemical Dependency Community Residence programs.

Total Funding Requested: \$1,565,710.00

Account #A4310.49523

Oneida County Dept. Funding Recommendation: \$1,565,710.00

Proposed Funding Sources (Federal \$/ State \$/County \$): State \$ (OMH and OASAS)

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: Amendment increase of OMH funding in the amount of \$806 COLA and OMH Transitional Housing increase of \$178,573.00 for additional 19 beds (15 Supported and 4 Forensic).

Total Budget is represented by:

$\$1,042,763.00 = 67\% \text{ OMH Funding} / \$522,947.00 = 33\% \text{ OASAS Funding}$

AMENDMENT

THIS AMENDMENT between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and CATHOLIC CHARITIES OF THE ROMAN CATHOLIC DIOCESE OF SYRACUSE, N.Y., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 1408 Genesee Street, Utica, New York 13502, hereinafter referred to as the "Provider Agency."

WITNESSETH

WHEREAS, the County and the Provider Agency have entered into an Agreement with a term from January 1, 2017 through December 31, 2017 and designated by County contract number 11331, hereinafter referred to as the "Original Agreement;" and

WHEREAS, the New York State Office of Mental Health, hereinafter referred to as "OMH," has provided an increase in funding of \$178,573.00, with which the Provider Agency shall provide beds under both the Transformations Supported Housing program and the Forensic Supported Housing program; and

WHEREAS, OMH has provided a Cost of Living Adjustment (COLA) for the Provider Agency in the amount of \$806.00; and

WHEREAS, due to the changes in funding listed above, the parties desire to amend the Original Agreement as stated herein.

NOW THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree as follows:

1. The Original Agreement shall be amended by adding subsection E to Section 2, entitled "Scope of Services," so that it reads as follows:

(E) Provide fifteen (15) Transformations Supported Housing beds, which beds shall be designated for individuals with serious mental illness who meet at least one of the high need eligibility criteria established by OMH. The County shall determine which individuals meet said criteria and refer such individuals to the Provider Agency.

2. The Original Agreement shall be amended by adding subsection F to Section 2, entitled "Scope of Services," so that it reads as follows:

(F) Provide four (4) Forensic Supported Housing beds, which beds shall be designated for individuals with serious mental illness who have

recently been released from prison. The County shall determine which individuals meet the criteria for Forensic Support Housing and refer such individuals to the Provider Agency.

3. Section 3 of the Original Agreement shall be amended to read as follows:

For the Services provided, the Oneida County Department of Mental Health will reimburse the provider Agency a maximum of One Million Five Hundred Sixty-Five Thousand Seven Hundred Ten Dollars and no cents (\$1,565,710.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Annexed hereto and made part hereof as Appendix A is the Provider Agency's Contract Budget for the term of this Agreement.

3. The Provider Agency's Contract Budget for the term of the Original Agreement, which was annexed to and made part of the Original Agreement as Appendix A, shall be amended by replacing the Appendix A that was annexed to the Original Agreement with the Appendix A attached to this Amendment.

4. All other terms of the Original Agreement shall remain in effect without change or alteration.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the County and the Provider Agency have signed this Amendment on the day and year first above written.

COUNTY OF ONEIDA

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

By: Robin E. O'Brien _____ Date 11/17/17
Robin E. O'Brien
Commissioner, Department of Mental Health

CATHOLIC CHARITIES OF THE ROMAN CATHOLIC DIOCESE OF SYRACUSE, N.Y.

By: Denise Webster _____ Date 11/16/17
Denise Webster
President, Board of Directors

By: Denise Cavanaugh _____ Date 11/16/17
Denise Cavanaugh
Executive Director

Approved

By: _____
Raymond F. Bara, Esq.
Assistant County Attorney

Catholic Charities

APPENDIX A
CONTRACT BUDGET 2017

OMH	\$1,042,763.00
OASAS	\$522,947.00
Total State Aid	\$1,565,710.00
County Funds	<u>\$0.00</u>
TOTAL FUNDING	\$1,565,710.00

	No. of Payments	Total Amount
OMH		
Monthly Voucher Amount January through November	11	\$791,868.00
Final Voucher Amount for December	1	<u>\$250,895.00</u>
		\$1,042,763.00

	No. of Payments	Total Amount
OASAS		
Monthly Voucher Amount January through November	11	\$479,358.00
Final Voucher Amount for December	1	<u>\$43,589.00</u>
		\$522,947.00

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this ___ day of _____, between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

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

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

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

1. Executory or Non-Appropriation Clause.

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

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or 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 indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
- d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default; and

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

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an 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 an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - 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. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice 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 contract.
 - f. Taking one of the following actions, within thirty (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).

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

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

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

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
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 County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.

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

5. Non-Assignment Clause.

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

6. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

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

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

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

120 Airline Street
Suite 200
Oriskany, New York 13424

November 9, 2017

FN 20 17-421

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

HEALTH & HUMAN SERVICES
WAYS & MEANS

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

Anthony J. Picente, Jr.
County Executive

Date: 11/20/17

Dear Mr. Picente:

I am forwarding four (4) copies of the **2018-2020 Purchase of Service Agreement** between the Oneida County Department of Mental Health and **Catholic Charities of the Roman Catholic Diocese of Syracuse, N.Y.** for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

The Agreement begins on **January 1, 2018 and ends on December 31, 2020**. The total funding amount for this period will be **\$4,697,130.00**; \$1,565,710.00 for year 2018, \$1,565,710.00 for year 2019, and \$1,565,710.00 for year 2020. The amount reflects **65%** OMH State Aid Funding, and **35%** OASAS State Aid Funding.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Robin E. O'Brien
Commissioner

REO/ts
Encs.

Oneida Co. Department: MENTAL HEALTH

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Catholic Charities of the Roman Catholic Diocese of
Syracuse, NY
1408 Genesee Street
Utica, NY 13502

Title of Activity or Service: Psychosocial Club
Transportation Services
Residential Services

Proposed Dates of Operation: January 1, 2018 through December 31, 2020

Client Population/Number to be Served: Adults with serious and persistent mental illness;
and individuals who are alcohol dependent and require a structured living environment.

Summary Statements

1) Narrative Description of Proposed Services

- a. Psychosocial Club - Social Recreation is provided via a psychosocial club format primarily on evenings and weekends.
- b. Transportation - Provides services to individuals meeting OMH criteria to attend a variety of local mental health programs.
- c. Residential OMH Supported/Forensic Housing – Provides forensic and supported housing with the primary goal to enhance the quality of life for individuals meeting OMH criteria aged 18 and older, who find themselves homeless, at risk of homelessness or in substandard housing/environment.
- d. Residential OMH Services (Men and Women’s Halfway House) – The OASAS Certified Chemical Dependency Community Residence for both men and women is designed to assist residents in expanding competencies required for successful independent living and continued recovery.

2) Program/Service Objectives and Outcomes:

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.

3) Program Design and Staffing

The Mental Health programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of Budget (DOB) and in conjunction with guidelines and regulations. The NYS Office of Alcoholism and

Substance Abuse Services (OASAS) certify the Chemical Dependency Community Residence Program.

Total Funding Requested: \$4,697,130.00

Account # A4310.49523

Oneida County Dept. Funding Recommendation: \$4,697,130.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

OMH State Aid Funding = \$1,042,763.00 per year contract term

OASAS State Aid Funding = \$522,947.00 per year contract term

AGREEMENT

THIS AGREEMENT between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and **Catholic Charities of the Roman Catholic Diocese of Syracuse, N.Y.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having an office in Oneida County located at 1408 Genesee Street, Utica, New York 13502, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County's Department of Mental Health, hereinafter referred to as the "Department;"

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2020 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
 - a. Provide Social Recreation and Psychosocial Club for adults meeting New York State Office of Mental Health (OMH) criteria for serious and persistent mental illness;
 - b. Provide transportation services to individuals meeting OMH criteria for serious and persistent mental illness to attend a variety of local mental health programs;
 - c. Provide Supported Housing services for Regular and Long Stay Housing. The Provider Agency shall seek to enhance the quality of life for individuals meeting OMH criteria, which include but not limited to those who are aged 18 and older, and who find themselves homeless, at risk of homelessness or in substandard housing or environment. The services provided will include either:
 - i. One-time financial assistance to eligible individuals to meet costs associated with establishing and maintaining a residence in the community; or

- ii. On-going rental stipends until the consumer's acquisition of funding pursuant to Section 8 of the Housing Act of 1937, commonly referred to as "Section 8 Housing."
 - d. Provide sixteen (16) men's beds and sixteen (16) women's beds for supervised Chemically Dependent Community Residences, which the Provider Agency shall operate 24 hours/day, 7 days/week. The program will provide case management, service planning, trainings in activities of daily living, supportive counseling, information & referral to community services, financial management, and discharge planning.
 - e. Provide rapid and intense services to homeless individuals suffering from both mental illness and substance abuse through the Mentally Ill/Chemical Abuse Rapid Engagement Homeless Assistance Team (MICA REHAT) Housing Program. Services provided by this program shall include the following: Psycho-social assessment; counseling to support a drug-free lifestyle and relapse prevention; education about substance abuse; case management and case coordination; advocacy; resource management; and community referrals.
 - f. Provide fifteen (15) Transformations Supported Housing beds, which beds shall be designated for individuals with serious mental illness who meet at least one of the high need eligibility criteria established by OMH. The County shall determine which individuals meet said criteria and refer such individuals to the Provider Agency.
 - g. Provide four (4) Forensic Supported Housing beds, which beds shall be designated for individuals with serious mental illness who have recently been released from prison. The County shall determine which individuals meet the criteria for Forensic Support Housing and refer such individuals to the Provider Agency.
3. For the Services provided, the Oneida County Department of Mental Health will reimburse the provider Agency a maximum of Four Million Six Hundred Ninety-Seven Thousand One Hundred Thirty Dollars and no cents (\$4,697,130.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule will be based upon submission of an Oneida County Voucher to the Department. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.
 - a. The total amount stated above may be changed by New York State on a year-to-year basis as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the County's Board of Legislators.
4. The County will make payments to the Provider Agency either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.
5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18.

Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.

6. Independent Contractor Status.

- a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- b. Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
- c. The Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
- e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any

conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

- h. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the Department for monitoring purposes. It is expressly understood that all information sent to the Department will be handled in a safe and confidential manner.
8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for either costs not approved for reimbursements by the either the County or the State; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County's Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.
9. The Provider Agency agrees to submit to the County, on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th), a quarterly financial analysis, performance analysis, and service utilization report. In addition, the Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:
 - a. Office of Persons with Developmental Disabilities (OPWDD) budgets for the current year is required to be received by the County by February 1st.
 - b. Office of Alcoholism and Substance Abuse Services (OASAS) estimated claims for the prior year are required to be received by the County by April 15th.
 - c. Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) extension requests for the prior year OMH CFR are required to be received by the County by April 15th.
 - d. OMH, OASAS and OPWDD fully audited CFRs for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the County by April 15th of each year. An OPWDD estimated CFR is required by this date if an extension was filed. An OASAS estimated claim is required to be received by this date; no extension allowed for OASAS CFRs.

- e. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.
 - f. OASAS mid-year claim for the current year is required to be received by the County by August 15th.
 - g. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
 - h. OMH CBRs for the current year are required to be received by the County by October 15th.
 - i. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
 - j. The Provider Agency shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.
10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
- a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
 - b. Accounting System & Financial Capability Questionnaire (where applicable).
 - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
 - d. Annual Audit and Financial Reports.
 - e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB Circular A-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.
11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.
12. The Provider Agency agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency agrees to indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or

corporation who may be injured or damaged by the Provider Agency in the performance of this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under 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.

13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers' Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.
14. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
15. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.
 - a. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency compliance with the terms and conditions herein.
 - b. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of

termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.

- c. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.
16. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any State or Federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Department as outlined below.
- a. It is expressly understood that as a Provider Agency for the Department, it may and will receive confidential information from the Department and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
 - b. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:
 - i. They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Department and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:
 - A. The Provider Agency will only access confidential information for which there is a need to know; and
 - B. The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
 - c. The Provider Agency will not misuse confidential information or carelessly handle confidential information.
 - ii. The Provider Agency will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.
 - iii. The Provider Agency will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
 - iv. The Provider Agency understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
 - v. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Department may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this

Agreement, the Provider Agency will safeguard the confidentiality of all confidential information.

- iv. The Provider Agency will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider.
17. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State law and/or regulation.
- a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information:
 - i. "This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."
18. The Provider Agency agrees that its employees and agents, as mandated reporters, will report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.
19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

IN WITNESS THEREOF, the County and the Provider have signed this Amendment on the day and year first above written.

COUNTY OF ONEIDA

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

By: Robin E. O'Brien _____ Date 11/17/17
Robin E. O'Brien
Commissioner, Department of Mental Health

CATHOLIC CHARITIES OF THE ROMAN CATHOLIC DIOCESE OF SYRACUSE, NY

By: [Signature] _____ Date 11/16/17
Dennis Webster
President, Board of Directors

By: Denise Cavanaugh _____ Date 11/16/17
Denise Cavanaugh
Executive Director

Approved

By: _____
Raymond F. Bara, Esq.
Assistant County Attorney

CATHOLIC CHARITIES		TOTAL THREE YEAR BUDGET: \$		4,697,130.00
APPENDIX A				
YEAR	2018	2019	2020	
OMH:	\$ 1,042,763.00	\$ 1,042,763.00	\$ 1,042,763.00	
OASAS:	\$ 522,947.00	\$ 522,947.00	\$ 522,947.00	
OPWDD:	-	-	-	
COUNTY:	-	-	-	
ANNUAL TOTAL:	\$ 1,565,710.00	\$ 1,565,710.00	\$ 1,565,710.00	
MONTHLY VOUCHER:	\$ -	\$ -	\$ -	
LAST VOUCHER:	\$ -	\$ -	\$ -	
AMENDMENT				
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
ADJUSTED TOTAL:	\$ 1,565,710.00	\$ 1,565,710.00	\$ 1,565,710.00	
APPENDIX A				
YEAR	2019	2020		
OMH:	\$ 1,042,763.00	\$ 1,042,763.00	\$ 1,042,763.00	
OASAS:	\$ 522,947.00	\$ 522,947.00	\$ 522,947.00	
OPWDD:	-	-	-	
COUNTY:	-	-	-	
ANNUAL TOTAL:	\$ 1,565,710.00	\$ 1,565,710.00	\$ 1,565,710.00	
MONTHLY VOUCHER:	\$ -	\$ -	\$ -	
LAST VOUCHER:	\$ -	\$ -	\$ -	
AMENDMENT				
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
ADJUSTED TOTAL:	\$ 1,565,710.00	\$ 1,565,710.00	\$ 1,565,710.00	

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this 1 day of January 2018, between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

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

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

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

1. Executory or Non-Appropriation Clause.

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

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or 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 indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

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

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

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an 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 an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - 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. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice 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 contract.
 - f. Taking one of the following actions, within thirty (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).

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

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

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

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
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 County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.

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

5. Non-Assignment Clause.

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

6. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

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

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

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

120 Airline Street
Suite 200
Oriskany, New York 13424

FN 20 17422

November 9, 2017

HEALTH & HUMAN SERVICES ^{Reviewed and Approved for submittal to the}
^{Oneida County Board of Legislators by}

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

WAYS & MEANS

Anthony J. Picente, Jr.
County Executive
Date 11/20/17

Dear Mr. Picente:

I am forwarding four (4) copies of the 2018-2020 Purchase of Service Agreement between the Oneida County Department of Mental Health and The ARC Oneida-Lewis Chapter, **NYSARC, Inc.** for your review and signature. If this meets with approval, please forward this to the Board of Legislators upon completing your review.

The Agreement begins on **January 1, 2018 and ends on December 31, 2020**. The total funding amount for this period will be **\$1,042,503.00**; \$347,501.00 for year 2018, \$347,501.00 for year 2019, and \$347,501.00 for year 2020. The amount reflects OMH State Aid Funding totaling \$967,442.78 and County Dollars totaling \$75,060.22 for Respite services.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Robin E. O'Brien
Commissioner

REO/ts
Encs.

Oneida Co. Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: NYSARC, Inc.
ARC Oneida-Lewis Chapter
245 Genesee Street
Utica, NY 13501

Title of Activity or Service: Respite Program Enhancement
Assisted Competitive Employment (ACE)
Ongoing Integrated Supported Employment (OISE)

Proposed Dates of Operation: January 1, 2018 through December 31, 2020

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services

- a) **Respite Program Enhancement:** Providing county designated funds to support respite programming that provides socialization activities to clients and supports the needs of families;
- b) **Assisted Competitive Employment (ACE):** ACE is a community based supported employment program which provides; intake/assessment, individualized job development, job shadowing, community internships, benefits counseling, transportation, and life skills advocacy.
- c) **Ongoing Integrated Supported Employment (OISE):** OISE provides individuals with direct placement into community based employment accompanied by needed support and follow along services. Support services include; on-site job coaching, benefits counseling, transportation, life skills advocacy, and long term job retention supports. Extended services are provided to the individual as long as they are needed to ensure gainful employment is successfully maintained.

2) Program/Service Objectives and Outcomes:

The primary objectives of all of these services is to support individuals and help them achieve and maintain the maximize independence.

3) Program Design and Staffing

All services are licensed by the NYS Office of Mental Health (OMH). Assisted Competitive Employment is monitored and certified through the NYS Education Department Bureau of Vocational & Educational Services for Individuals with Disabilities (ACCESS-VR). All programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health guidelines and regulations.

Total Funding Requested: \$1,042,503.00 **Account #** A4310.49516
State (92.8%): \$967,442.78 County (7.2%): \$75,060.22

Oneida County Dept. Funding Recommendation: \$1,042,503.00

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

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: (N/A)

AGREEMENT

THIS AGREEMENT between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and **NYSARC Inc.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, by and through its ARC of Oneida-Lewis Chapter, which has its principal office at 245 Genesee Street, Utica, New York 13501, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County's Department of Mental Health, hereinafter referred to as the "Department;"

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2020 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
 - a. Provide respite services, under the New York State Office for People with Developmental Disabilities' Respite Program Enhancement, for individuals with developmental disabilities to assist those individuals and their families;
 - b. Provide Assisted Competitive Employment (ACE) services to individuals with severe mental illness, in accordance with New York State Office of Mental Health guidelines and regulations. ACE services shall include intake/assessment, individualized job development, job shadowing, community internships, benefits counseling, transportation, and life skills advocacy;
 - c. Provide Ongoing Integrated Supported Employment (OISE) services to individuals with severe mental illness, in accordance to New York State Office of Mental Health guidelines and regulations that include on-site job coaching, benefits counseling, transportation, life skills advocacy, and long-term job retention supports as needed to ensure that gainful employment is successfully maintained.

3. For the Services provided, the Oneida County Department of Mental Health will reimburse the provider Agency a maximum of One Million Forty-Two Thousand Five Hundred Three Dollars and no cents (\$1,042,503.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule will be based upon submission of an Oneida County Voucher to the Department. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.
 - a. The total amount stated above may be changed by New York State on a year-to-year basis as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the County's Board of Legislators.
4. The County will make payments to the Provider Agency either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.
5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
6. Independent Contractor Status.
 - a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
 - b. Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

- c. The Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
 - d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
 - e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
 - f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
 - h. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the Department for monitoring purposes. It is expressly understood that all information sent to the Department will be handled in a safe and confidential manner.
8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for either costs not approved for reimbursements by the either the County or the State; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County's Commissioner of Finance equal to the amount of any disallowance already paid to the

Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.

9. The Provider Agency agrees to submit to the County, on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th), a quarterly financial analysis, performance analysis, and service utilization report. In addition, the Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:
 - a. Office of Persons with Developmental Disabilities (OPWDD) budgets for the current year is required to be received by the County by February 1st.
 - b. Office of Alcoholism and Substance Abuse Services (OASAS) estimated claims for the prior year are required to be received by the County by April 15th.
 - c. Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) extension requests for the prior year OMH CFR are required to be received by the County by April 15th.
 - d. OMH, OASAS and OPWDD fully audited CFRs for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the County by April 15th of each year. An OPWDD estimated CFR is required by this date if an extension was filed. An OASAS estimated claim is required to be received by this date; no extension allowed for OASAS CFRs.
 - e. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.
 - f. OASAS mid-year claim for the current year is required to be received by the County by August 15th.
 - g. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
 - h. OMH CBRs for the current year are required to be received by the County by October 15th.
 - i. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
 - j. The Provider Agency shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.
10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
 - a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
 - b. Accounting System & Financial Capability Questionnaire (where applicable).
 - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.

- d. Annual Audit and Financial Reports.
 - e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB Circular A-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.
11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.
 12. The Provider Agency agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency agrees to indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider Agency in the performance of the 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.
 13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers' Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above.

Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.

14. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
15. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.
 - a. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency compliance with the terms and conditions herein.
 - b. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
 - c. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.
16. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any State or Federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Department as outlined below.
 - a. It is expressly understood that as a Provider Agency for the Department, it may and will receive confidential information from the Department and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
 - b. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:
 - i. They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Department and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:
 - A. The Provider Agency will only access confidential information for which there is a need to know; and

- B. The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
 - c. The Provider Agency will not misuse confidential information or carelessly handle confidential information.
 - ii. The Provider Agency will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.
 - iii. The Provider Agency will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
 - iv. The Provider Agency understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
 - v. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Department may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency will safeguard the confidentiality of all confidential information.
 - iv. The Provider Agency will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider.
17. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State law and/or regulation.
- a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information:
 - i. "This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

18. The Provider Agency agrees that its employees and agents, as mandated reporters, will report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.
19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS THEREOF, the County and the Provider have signed this Amendment on the day and year first above written.

COUNTY OF ONEIDA

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

By: Robin E. O'Brien _____ 11/17/17 _____
Robin E. O'Brien
Commissioner, Department of Mental Health

NYSARC, Inc.

By: Joanna Greco _____ 11-16-17 _____
Joanna Greco
President, Board of Directors

By: Karen Korotzer _____ 11/16/17 _____
Karen Korotzer
Executive Director

Approved

By: _____
Raymond F. Bara, Esq.
Assistant County Attorney

NYSARC, INC.		TOTAL THREE YEAR BUDGET: \$			1,042,503.00
APPENDIX A		APPENDIX A			APPENDIX A
YEAR	2018	2019	2020		
OMH:	\$ 322,501.00	\$ 322,501.00	\$ 322,501.00	\$	322,501.00
OASAS:	\$ -	\$ -	\$ -	\$	-
OPWDD:	\$ -	\$ -	\$ -	\$	-
COUNTY:	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$	25,000.00
ANNUAL TOTAL:	\$ 347,501.00	\$ 347,501.00	\$ 347,501.00	\$	347,501.00
MONTHLY VOUCHER:	\$ 28,958.00	\$ 28,958.00	\$ 28,958.00	\$	28,958.00
LAST VOUCHER:	\$ 28,963.00	\$ 28,963.00	\$ 28,963.00	\$	28,963.00
AMENDMENT				AMENDMENT	
	\$ -	\$ -	\$ -	\$	-
	\$ -	\$ -	\$ -	\$	-
	\$ -	\$ -	\$ -	\$	-
	\$ -	\$ -	\$ -	\$	-
	\$ -	\$ -	\$ -	\$	-
	\$ -	\$ -	\$ -	\$	-
ADJUSTED TOTAL:	\$ 347,501.00	\$ 347,501.00	\$ 347,501.00	ADJUSTED TOTAL:	\$ 347,501.00

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this 1 day of January 2018, between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

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

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

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

1. Executory or Non-Appropriation Clause.

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

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or 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 indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

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

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

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an 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 an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - 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. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice 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 contract.
 - f. Taking one of the following actions, within thirty (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).

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

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

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

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
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 County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

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

3. There is a material change in the business practices and procedures of the County.

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

5. Non-Assignment Clause.

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

6. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department.

Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

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

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

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

120 Airline Street
Suite 200
Oriskany, New York 13424

November 5, 2017

FN 20 17-423

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

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

HEALTH & HUMAN SERVICES

Anthony J. Picente, Jr.
County Executive

Date: 11/20/17

WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of the 2018-2020 Purchase of Service Agreement between the Oneida County Department of Mental Health and **Human Technologies Corporation** for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

The Agreement begins on **January 1, 2018 and ends on December 31, 2020**. The total funding amount for this period will be **\$178,872.00**; \$59,624.00 for year 2018, \$59,624.00 for year 2019, and \$59,624.00 for year 2020. The amount reflects **100% OMH State Aid Funding**.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Robin E. O'Brien
Commissioner

REO/ts
Encs.

Oneida Co. Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Human Technologies Corporation
2260 Dwyer Avenue
Utica, NY 13501

Title of Activity or Service: Ongoing Integrated Supported Employment (OISE)
Advocacy

Proposed Dates of Operation: January 1, 2018 through December 31, 2020

Client Population/Number to be Served: Adults and children with a serious and
persistent mental illness.

Summary Statements

1) Narrative Description of Proposed Services:

Ongoing Integrated Supported Employment (OISE) Provides placement in competitive employment, support and follow up. Extended services are provided to ensure that gainful employment is successfully maintained.

2) Program/Service Objectives and Outcomes:

The Primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.

3) Program Design and Staffing

All services are licensed by the New York State Office of Mental Health (OMH) as applicable. Assisted Competitive Employment is monitored and certified through the New York State Education Department Bureau of Vocational & Educational Services for individuals with Disabilities (ACCESS-VR). All programs meet the appropriate staffing models developed and monitored by the New York State Office of Mental Health (OMH) in concert with the New York Division of Budget (DOB) and in conjunction with guidelines and regulations.

Total Funding Requested: \$178,872.00

Account # A4310.49518

Oneida County Dept. Funding Recommendation: \$178,872.00

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% State funds

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: (N/A)

AGREEMENT

THIS AGREEMENT between **Oneida County**, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its **Department of Mental Health**, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and **Human Technologies Corporation**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 2260 Dwyer Avenue, Utica, New York 13501, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County's Department of Mental Health, hereinafter referred to as the "Department;"

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2020 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
 - a. Provide Ongoing Integrated Supported Employment (OISE) services, which shall assist consumers with mental illness with direct placement in competitive employment in conjunction with support and follow up services;
 - b. Provide Affirmative Business/Industry Services consistent with New York State Office of Mental Health Regulations, which shall include vocational assessment, training, transition or long-term paid employment and support services for adults with mental illness.
3. For the Services provided, the County will reimburse the Provider Agency a maximum of One Hundred Seventy-Eight Thousand Eight Hundred Seventy-Two Dollars and no cents (\$178,872.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule will be based upon submission of an Oneida County Voucher to the Department. Vouchers submitted by the Provider Agency shall

include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.

- a. The total amount stated above may be changed by New York State on a year-to-year basis as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the County's Board of Legislators.
4. The County will make payments to the Provider Agency either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.
 5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
 6. Independent Contractor Status.
 - a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
 - b. Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
 - c. The Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
 - d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
 - e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with

- all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
 - h. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the Department for monitoring purposes. It is expressly understood that all information sent to the Department will be handled in a safe and confidential manner.
8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for either costs not approved for reimbursements by the either the County or the State; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County's Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.
9. The Provider Agency agrees to submit to the County, on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th), a quarterly financial analysis, performance analysis, and service utilization report. In addition, the Provider Agency

agrees to submit the following reports by the listed required dates as applicable to funding received:

- a. Office of Persons with Developmental Disabilities (OPWDD) budgets for the current year is required to be received by the County by February 1st.
 - b. Office of Alcoholism and Substance Abuse Services (OASAS) estimated claims for the prior year are required to be received by the County by April 15th.
 - c. Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) extension requests for the prior year OMH CFR are required to be received by the County by April 15th.
 - d. OMH, OASAS and OPWDD fully audited CFRs for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the County by April 15th of each year. An OPWDD estimated CFR is required by this date if an extension was filed. An OASAS estimated claim is required to be received by this date; no extension allowed for OASAS CFRs.
 - e. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.
 - f. OASAS mid-year claim for the current year is required to be received by the County by August 15th.
 - g. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
 - h. OMH CBRs for the current year are required to be received by the County by October 15th.
 - i. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
 - j. The Provider Agency shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.
10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
- a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
 - b. Accounting System & Financial Capability Questionnaire (where applicable).
 - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
 - d. Annual Audit and Financial Reports.
 - e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB Circular A-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.

11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.
12. The Provider Agency agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency agrees to indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider Agency in the performance of the 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.
13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers' Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.
14. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

15. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.
 - a. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency compliance with the terms and conditions herein.
 - b. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
 - c. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.

16. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any State or Federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Department as outlined below.
 - a. It is expressly understood that as a Provider Agency for the Department, it may and will receive confidential information from the Department and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
 - b. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:
 - i. They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Department and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:
 - A. The Provider Agency will only access confidential information for which there is a need to know; and
 - B. The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
 - c. The Provider Agency will not misuse confidential information or carelessly handle confidential information.
 - ii. The Provider Agency will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Provider

- Agency accepts responsibility for all activities undertaken using any access code and other authorization.
- iii. The Provider Agency will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
 - iv. The Provider Agency understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
 - v. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Department may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency will safeguard the confidentiality of all confidential information.
 - iv. The Provider Agency will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider.
17. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State law and/or regulation.
- a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information:
 - i. "This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."
18. The Provider Agency agrees that its employees and agents, as mandated reporters, will report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social

Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.

19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

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IN WITNESS THEREOF, the County and the Provider have signed this Agreement on the day and year first above written.

COUNTY OF ONEIDA

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

By: Robin E. O'Brien _____ Date 11/17/17
Robin E. O'Brien
Commissioner
Oneida County Department of Mental Health

HUMAN TECHNOLOGIES CORPORATION

By: Scott C. McCartney _____ Date 11/16/17
Scott C. McCartney
Chair, Board of Directors

By: Timothy Giarrusso _____ Date 11/16/17
Timothy Giarrusso
President and Chief Executive Officer

Approved

By: _____
Raymond F. Bara, Esq.
Assistant County Attorney

HUMAN TECHNOLOGIES CORPORATION		TOTAL THREE YEAR BUDGET: \$		178,872.00
APPENDIX A		APPENDIX A		APPENDIX A
YEAR	2018	YEAR	2019	YEAR
OMH:	\$ 59,624.00	OMH:	\$ 59,624.00	OMH:
OASAS:	\$ -	OASAS:	\$ -	OASAS:
OPWDD:	\$ -	OPWDD:	\$ -	OPWDD:
COUNTY:	\$ -	COUNTY:	\$ -	COUNTY:
ANNUAL TOTAL:	\$ 59,624.00	ANNUAL TOTAL:	\$ 59,624.00	ANNUAL TOTAL:
MONTHLY VOUCHER:	\$ 4,968.00	MONTHLY VOUCHER:	\$ 4,968.00	MONTHLY VOUCHER:
LAST VOUCHER:	\$ 4,976.00	LAST VOUCHER:	\$ 4,976.00	LAST VOUCHER:
AMENDMENT		AMENDMENT		AMENDMENT
	\$ -		\$ -	\$ -
	\$ -		\$ -	\$ -
	\$ -		\$ -	\$ -
	\$ -		\$ -	\$ -
	\$ -		\$ -	\$ -
ADJUSTED TOTAL:	\$ 59,624.00	ADJUSTED TOTAL:	\$ 59,624.00	ADJUSTED TOTAL:
				\$ 59,624.00

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this 1 day of January 2018, between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

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

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

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

1. Executory or Non-Appropriation Clause.

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

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or 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 indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

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

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

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an 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 an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - 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. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice 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 contract.
 - f. Taking one of the following actions, within thirty (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).

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

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

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

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and

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 County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.

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

5. Non-Assignment Clause.

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

6. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

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

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

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street
Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

FN 20 17-424

November 9, 2017

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

HEALTH & HUMAN SERVICES

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

Anthony J. Picente, Jr.
County Executive

WAYS & MEANS

Date 11/20/17

Dear Mr. Picente:

I am forwarding four (4) copies of the 2018-2020 Purchase of Services Agreement between the Oneida County Department of Mental Health and **The Neighborhood Center, Inc.** for your review and signature. Please forward this to the Board of Legislators upon completing your review.

The Agreement begins on **January 1, 2018 and ends on December 31, 2020**. The total funding amount for this period will be **\$7,233,837.00**; \$2,411,279.00 for year 2018, \$2,411,279.00 for year 2019, and \$2,411,279.00 for year 2020. The amount reflects **100% OMH State Aid Funding**.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Robin E. O'Brien
Commissioner

REO/ts
Encs.

Oneida Co. Department: MENTAL HEALTH

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: The Neighborhood Center, Inc.
624 Elizabeth Street
Utica, NY 13501

Title of Activity or Service: Emergency/ Crisis Services
Psychosocial Club – ARS
Supportive Case Management
Supportive Case Management Service Dollars
Assisted Competitive Employment (ACE)
Outreach
Advocacy

Proposed Dates of Operation: January 1, 2018 through December 31, 2020

Client Population/Number to be Served: Adults and children with serious and persistent mental illness.

Summary Statements

1) Narrative Description of Proposed Services

- a. **Mobile Crisis Assessment Team (MCAT):** Outreach and public education of services with community agencies, hospitals, and law enforcement. Transportation to Hutchings Psychiatric Center; and mandatory programs to ensure they maintain program eligibility and avoid program sanctions.
- b. **Psychosocial Club – Adult Recovery Services (ARS):** Programs in both Utica and Rome to enhance independent living skills, increase wellness and understanding of mental illness, provide socialization, and peer-support for adults diagnosed with mental illness.
- c. **Supportive Case Management (SCM):** Services to adults who are 18 years of age and older that meet NYS OMH criteria for severe and persistent mental illness.
- d. **SCM Service Dollars:** Supportive Case Management utilizes service dollars to assist the clients in developing and maintaining situations for living, working and socializing in the community.
- e. **Assisted Competitive Employment (ACE):** Job readiness training and needed supports to enter or re-enter the employment arena.
- f. **Outreach:** Psychosocial club setting and outreach services to enhance independent living skills.
- g. **Advocacy:** Short term services to assist in the transition from an inpatient psychiatric unit and brief support services for stabilization.

- 2) Program/Service Objectives and Outcomes:** The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.

- 3) Program Design and Staffing:** All services are licensed by the NYS Office of Mental Health (OMH), as applicable. Assisted Competitive Employment is monitored and certified through the NYS Education Department Bureau of Vocational & Educational Services for Individuals with Disabilities (ACCESS-VR). All programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of Budget (DOB) and in conjunction with guidelines and regulations.

Total Funding Requested: \$7,233,837.00

Account # A4310.49526

Oneida County Dept. Funding Recommendation: \$7,233,837.00

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% State Funds

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: (N/A)

AGREEMENT

THIS AGREEMENT between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and **The Neighborhood Center, Inc.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 624 Elizabeth Street, Utica, New York 13501, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County's Department of Mental Health, hereinafter referred to as the "Department;"

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2020 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
 - a. Provide Mobile Crisis Assessment Team (MCAT) Program services 24-hours/day, 7 days/week, which services shall include the following: intervention; mental health assessment; crisis de-escalation and de-briefing; linkage and follow-up to services; alerts to identify and assist those at an increased risk; and coordination with schools, medical/mental health providers and other agencies to provide crisis intervention and to help monitor clients who are at risk.
 - i. Additionally, the MCAT Program shall arrange for transportation for visitation for families who have relatives in Hutchings Psychiatric Center, and to assist in the needs of selected individuals in recovery that allow them to be compliant with their treatment plans.
 - ii. The Provider Agency shall also provide advocacy services for clients served by the MCAT Program, which shall include linkages to services; follow-up phone calls and/or visits; and community education.

- b. Offer and provide Adult Recovery Services (ARS) psycho-social club recovery services to adults with mental illness, including providing opportunities to learn and to develop independent living and job skills.
 - i. As part of ARS, the Provider Agency shall provide Assisted Competitive Employment (ACE) services to mentally ill adults. In providing ACE services, the Provider Agency shall offer assistance to participants to help them achieve their employment and educational goals. ACE services shall include resume writing; practice interviews, life skills building; and assistance with job-searching.
 - ii. Also as part of ARS, the Provider Agency shall provide outreach programming in a psycho-social club setting to enhance independent living skills; to increase wellness and understanding of mental illness; to provide socialization; and to provide peer support for adults with mental illness.
 - iii. As part of ARS, the Provider Agency shall provide Employment Services (ES) to mentally ill adults in Oneida County. Through this program, the Provider Agency shall focus on rapid engagement and linkage to competitive employment based on the individual's preferences and abilities.
 - c. Provide care management services to mentally ill adults in Oneida County. Through care management services, the Provider Agency shall work closely with individuals, their families, and care providers to identify goals and to plan to improve health and well-being.
 - i. The Provider Agency shall administer service dollars for recipients as part of its care management services for emergency and non-emergency purposes.
 - d. Accept referrals for the services provided under this Agreement either from the County's Single Point of Access and Accountability (SPOA/A) or through Central New York Health Home Network, Inc.
 - i. If the Provider Agency accepts a referral through Central New York Health Home Network, Inc., the Provider Agency shall promptly provide a copy of that referral to the County.
 - ii. If the Provider Agency declines a referral from Central New York Health Home Network, Inc. because it is inappropriate for the Provider Agency to service, then the Provider Agency shall provide prompt notice of such declination to the County.
 - iii. On a monthly basis, the Provider Agency shall provide the County with the following lists, with each list including the client's name and date of birth:
 - A. A list of all cases that are currently open to the Provider Agency, whether referred to the Provider Agency by the SPOA/A or the Central New York Health Home Network, Inc.; and
 - B. A list of all cases that have been closed by the Provider Agency since the last monthly report.
3. For the Services provided, the County will reimburse the Provider Agency a maximum of Seven Million Two Hundred Thirty-Three Thousand Eight Hundred Thirty-Seven Dollars and no cents (\$7,233,837.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule will be based upon submission of an Oneida County Voucher to the Department. Vouchers submitted by the Provider Agency shall

include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.

- a. The total amount stated above may be changed by New York State on a year-to-year basis as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the County's Board of Legislators.
4. The County will make payments to the Provider Agency either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.
 5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
 6. Independent Contractor Status.
 - a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
 - b. Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
 - c. The Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
 - d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
 - e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with

all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

- f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
 - h. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the Department for monitoring purposes. It is expressly understood that all information sent to the Department will be handled in a safe and confidential manner.
8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for either costs not approved for reimbursements by the either the County or the State; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County's Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.
9. The Provider Agency agrees to submit to the County, on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th), a quarterly financial analysis, performance analysis, and service utilization report. In addition, the Provider Agency

agrees to submit the following reports by the listed required dates as applicable to funding received:

- a. Office of Persons with Developmental Disabilities (OPWDD) budgets for the current year is required to be received by the County by February 1st.
 - b. Office of Alcoholism and Substance Abuse Services (OASAS) estimated claims for the prior year are required to be received by the County by April 15th.
 - c. Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) extension requests for the prior year OMH CFR are required to be received by the County by April 15th.
 - d. OMH, OASAS and OPWDD fully audited CFRs for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the County by April 15th of each year. An OPWDD estimated CFR is required by this date if an extension was filed. An OASAS estimated claim is required to be received by this date; no extension allowed for OASAS CFRs.
 - e. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.
 - f. OASAS mid-year claim for the current year is required to be received by the County by August 15th.
 - g. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
 - h. OMH CBRs for the current year are required to be received by the County by October 15th.
 - i. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
 - j. The Provider Agency shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.
10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
- a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
 - b. Accounting System & Financial Capability Questionnaire (where applicable).
 - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
 - d. Annual Audit and Financial Reports.
 - e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB Circular A-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.

11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.
12. The Provider Agency agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency agrees to indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider Agency in the performance of the 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.
13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers' Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.
14. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

15. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.
 - a. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency compliance with the terms and conditions herein.
 - b. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
 - c. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.

16. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any State or Federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Department as outlined below.
 - a. It is expressly understood that as a Provider Agency for the Department, it may and will receive confidential information from the Department and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
 - b. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:
 - i. They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Department and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:
 - A. The Provider Agency will only access confidential information for which there is a need to know; and
 - B. The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
 - c. The Provider Agency will not misuse confidential information or carelessly handle confidential information.
 - ii. The Provider Agency will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Provider

- Agency accepts responsibility for all activities undertaken using any access code and other authorization.
- iii. The Provider Agency will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
 - iv. The Provider Agency understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
 - v. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Department may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency will safeguard the confidentiality of all confidential information.
 - iv. The Provider Agency will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider.
17. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State law and/or regulation.
- a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information:
 - i. "This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."
18. The Provider Agency agrees that its employees and agents, as mandated reporters, will report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social

Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.

19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS THEREOF, the County and the Provider have signed this Amendment on the day and year first above written.

COUNTY OF ONEIDA

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

By: Robin E. O'Brien _____ Date 11/17/17
Robin E. O'Brien
Commissioner, Department of Mental Health

THE NEIGHBORHOOD CENTER, INC.

By: Frank Donato _____ Date 11/15/17
Frank Donato
President, Board of Directors

By: Sandra L. Soroka _____ Date 11/15/17
Sandra Soroka
Executive Director

Approved

By: _____
Raymond F. Bara, Esq.
Assistant County Attorney

NEIGHBORHOOD CENTER		TOTAL THREE YEAR BUDGET:		\$ 7,233,837.00	
APPENDIX A		APPENDIX A		APPENDIX A	
YEAR	2018	YEAR	2019	YEAR	2020
OMH:	\$ 2,411,279.00	OMH:	\$ 2,411,279.00	OMH:	\$ 2,411,279.00
OASAS:	\$ -	OASAS:	\$ -	OASAS:	\$ -
OPWDD:	\$ -	OPWDD:	\$ -	OPWDD:	\$ -
COUNTY:	\$ -	COUNTY:	\$ -	COUNTY:	\$ -
ANNUAL TOTAL:	\$ 2,411,279.00	ANNUAL TOTAL:	\$ 2,411,279.00	ANNUAL TOTAL:	\$ 2,411,279.00
MONTHLY VOUCHER:	\$ 200,939.00	MONTHLY VOUCHER:	\$ 200,939.00	MONTHLY VOUCHER:	\$ 200,939.00
LAST VOUCHER:	\$ 200,950.00	LAST VOUCHER:	\$ 200,950.00	LAST VOUCHER:	\$ 200,950.00
AMENDMENT		AMENDMENT		AMENDMENT	
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ADJUSTED TOTAL:	\$ 2,411,279.00	ADJUSTED TOTAL:	\$ 2,411,279.00	ADJUSTED TOTAL:	\$ 2,411,279.00

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this 1 day of January 2018, between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

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

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

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

1. Executory or Non-Appropriation Clause.

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

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or 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 indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

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

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

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an 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 an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - 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. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice 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 contract.
 - f. Taking one of the following actions, within thirty (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).

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

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

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

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and

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 County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

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

3. There is a material change in the business practices and procedures of the County.

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

5. Non-Assignment Clause.

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

6. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

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

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

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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

Oneida Co. Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Community Support Services Inc.
287 Genesee Street, Suite 204
Utica, NY 13501

Title of Activity or Service: Child and Youth Family Intervention

Proposed Dates of Operation: January 1, 2018 through December 31, 2020

Client Population/Number to be Served: Oneida County resident families whose children have a diagnosed serious emotional disturbance.

Summary Statements

1) Narrative Description of Proposed Services

- a. Provide community-based, in-home services on an individualized basis to children and families referred by SPOAA and the Committee for Alternate Placement (CAP);
- b. Provide progress notes and documentation within 14 days to Oneida County Mental Health Department.

2) Program/Service Objectives and Outcomes:

Maintain children in the community; enhance parenting skills and keep families intact.

3) Program Design and Staffing (N/A)

Total Funding Requested: \$52,500.00

Account # A4310.4951

Oneida County Dept. Funding Recommendation: \$52,500.00

Proposed Funding Sources (Federal \$/ State \$/County \$): State Funds 100%

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: (N/A)

AGREEMENT

THIS AGREEMENT between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and Community Support Services, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 287 Genesee Street, Suite 204, Utica, New York 13501, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County's Department of Mental Health, hereinafter referred to as the "Department;"

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2020 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
 - a. Provide specialized treatment and community-based and/or in-home services for children and youth diagnosed with a serious emotional disturbance or a severe behavioral disorder, and their families.
 - b. Assign a coordinator/manager to monitor and oversee all interim individualized services developed and implemented via the Department's Children & Youth Single Point of Access and Accountability (SPOA/A).
 - c. Ensure that the services of a Coordinator/Manager shall include the following:
 - i. Assignment and/or confirmation of an identified provider for family;
 - ii. Acting as a liaison between SPOA/A, agency personnel, and other service providers as necessary and appropriate;
 - iii. Attendance at all care-specific and programmatic meetings convened by the Department's SPOA/A to assist in the coordination of case assignment and case reviews, and to assure the timely delivery of services;

- iv. Making available to the Department documentation of services provided within 7 days of service for each service episode;
 - v. Provide quarterly data which includes number of children served and outcome of service.
- d. Ensure that the identified provider, as assigned and/or confirmed by the Coordinator/Manager, will perform the following duties:
- i. Attend an initial meeting with the family to discuss services;
 - ii. Make contact with child and/or family at least one (1) time weekly;
 - iii. Develop a behavior intervention plan within 30 days of case opening;
 - iv. Provide a copy of the behavior plan to the Department's SPOA/A within 14 days of the plan being developed;
 - v. Write goals that are measurable by data collection;
 - vi. Write and submit progress note for each service episode within 5 days of service date;
 - vii. Review each child's behavior intervention plan within 60 days of case opening. Data collected should be included in any quarterly report provided to the Department;
 - viii. Attend a 90-day review meeting coordinated by the Department to discuss progress and needs. This meeting will help determine if continued interim services are needed or if the team feels more intensive services are necessary;
 - ix. Notify the Department's Children and Youth SPOA/A if the identified provider has not had contact with the family in a two week period;
 - x. Notify the Department's Children and Youth SPOA/A, the coordinator/manager, and the family of pending vacation or need for extended time off. The Provider Agency will identify a back-up worker to the coordinator/manager and share the back-up worker's contact information.
3. For the Services provided, the Oneida County Department of Mental Health will reimburse the provider Agency a maximum of Fifty-Two Thousand Five Hundred Dollars and no cents (\$52,500.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule will be based upon submission of an Oneida County Voucher to the Department. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.
- a. The total amount stated above may be changed by New York State on a year-to-year basis as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the County's Board of Legislators.
4. The County will make payments to the Provider Agency either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.

5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
6. Independent Contractor Status.
 - a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
 - b. Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
 - c. The Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
 - d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
 - e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
 - f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed

that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

- h. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the Department for monitoring purposes. It is expressly understood that all information sent to the Department will be handled in a safe and confidential manner.
8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for either costs not approved for reimbursements by the either the County or the State; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County's Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.
9. The Provider Agency agrees to submit to the County, on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th), a quarterly financial analysis, performance analysis, and service utilization report. In addition, the Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:
 - a. Office of Persons with Developmental Disabilities (OPWDD) budgets for the current year is required to be received by the County by February 1st.
 - b. Office of Alcoholism and Substance Abuse Services (OASAS) estimated claims for the prior year are required to be received by the County by April 15th.
 - c. Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) extension requests for the prior year OMH CFR are required to be received by the County by April 15th.
 - d. OMH, OASAS and OPWDD fully audited CFRs for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the County by April 15th of each year. An OPWDD estimated CFR is required by this date if an extension was filed. An OASAS estimated claim is required to be received by this date; no extension allowed for OASAS CFRs.

- e. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.
 - f. OASAS mid-year claim for the current year is required to be received by the County by August 15th.
 - g. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
 - h. OMH CBRs for the current year are required to be received by the County by October 15th.
 - i. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
 - j. The Provider Agency shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.
10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
- a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
 - b. Accounting System & Financial Capability Questionnaire (where applicable).
 - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
 - d. Annual Audit and Financial Reports.
 - e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB Circular A-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.
11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.
12. The Provider Agency agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency agrees to indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or

corporation who may be injured or damaged by the Provider Agency in the performance of the 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.

13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers' Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.
14. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
15. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.
 - a. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency compliance with the terms and conditions herein.
 - b. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of

termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.

- c. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.
16. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any State or Federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Department as outlined below.
- a. It is expressly understood that as a Provider Agency for the Department, it may and will receive confidential information from the Department and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
 - b. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:
 - i. They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Department and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:
 - A. The Provider Agency will only access confidential information for which there is a need to know; and
 - B. The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
 - c. The Provider Agency will not misuse confidential information or carelessly handle confidential information.
 - ii. The Provider Agency will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.
 - iii. The Provider Agency will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
 - iv. The Provider Agency understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
 - v. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Department may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this

- Agreement, the Provider Agency will safeguard the confidentiality of all confidential information.
- iv. The Provider Agency will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider.
17. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State law and/or regulation.
 - a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information:
 - i. "This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."
 18. The Provider Agency agrees that its employees and agents, as mandated reporters, will report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.
 19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
 20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
 21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS THEREOF, the County and the Provider have signed this Amendment on the day and year first above written.

COUNTY OF ONEIDA

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

By: Robin E. O'Brien _____ Date 11/17/17
Robin E. O'Brien
Commissioner, Department of Mental Health

COMMUNITY SUPPORT SERVICES, INC.

By: Michael Boutin _____ Date 11/16/17
Michael Boutin
Executive Director

Approved

By: _____
Raymond F. Bara, Esq.
Assistant County Attorney

COMMUNITY SUPPORT SERVICES, INC.		TOTAL THREE YEAR BUDGET:		\$		52,500.00	
APPENDIX A		APPENDIX A		APPENDIX A		APPENDIX A	
YEAR	2018	YEAR	2019	YEAR	2020		
OMH:	\$ 17,500.00	OMH:	\$ 17,500.00	OMH:	\$ 17,500.00		
OASAS:	\$ -	OASAS:	\$ -	OASAS:	\$ -		
OPWDD:	\$ -	OPWDD:	\$ -	OPWDD:	\$ -		
COUNTY:	\$ -	COUNTY:	\$ -	COUNTY:	\$ -		
ANNUAL TOTAL:	\$ 17,500.00	ANNUAL TOTAL:	\$ 17,500.00	ANNUAL TOTAL:	\$ 17,500.00		
AMENDMENT:		AMENDMENT:		AMENDMENT:			
	\$ -		\$ -		\$ -		
	\$ -		\$ -		\$ -		
	\$ -		\$ -		\$ -		
	\$ -		\$ -		\$ -		
	\$ -		\$ -		\$ -		
	\$ -		\$ -		\$ -		
ADJUSTED TOTAL:	\$ 17,500.00	ADJUSTED TOTAL:	\$ 17,500.00	ADJUSTED TOTAL:	\$ 17,500.00		

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this 1 day of January 2018, between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

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

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

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

1. Executory or Non-Appropriation Clause.

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

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or 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 indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

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

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

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an 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 an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - 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. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice 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 contract.
 - f. Taking one of the following actions, within thirty (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).

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

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

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

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
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 County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.

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

5. Non-Assignment Clause.

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

6. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department.

Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

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

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

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street
Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

FN 20 17-426

HEALTH & HUMAN SERVICES
WAYS & MEANS

November 8, 2017

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

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

Anthony J. Picente, Jr.
County Executive
Date: 11/20/17

Dear Mr. Picente:

I am forwarding four (4) copies of the 2018-2020 Purchase of Service Agreement between the Oneida County Department of Mental Health and **The Rescue Mission of Utica, NY** for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

The Agreement begins on **January 1, 2018 and ends on December 31, 2020**. The total funding amount for this period will be **\$3,719,160.00**; \$1,239,720.00 for year 2018, \$1,239,720.00 for year 2019, and \$1,239,720.00 for year 2020. The amount reflects **100%** OMH and OASAS State Aid Funding.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Robin E. O'Brien
Commissioner

REO/ts
Encs.

Oneida Co. Department: MENTAL HEALTH

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

The Rescue Mission of Utica, Inc.
212 Rutger Street
Utica, NY 13501

Title of Activity or Service:

Enriched Single Room Occupancy (ESRO)
Addictions Crisis Center

Proposed Dates of Operation:

January 1, 2018 through December 31, 2020

Client Population/Number to be Served: Adults with serious and persistent mental illness; and individuals who are alcohol dependent and require a structured living environment.

Summary Statements

1) Narrative Description of Proposed Services

- a. Enriched Single Room Occupancy (ESRO) Program – programs for adults with mental illness promotes individuals recovery and functioning.
- b. Addictions Crisis Center (ACC) – Provides linkage to services for persons with a dual diagnosis.
- c. Peer Advocate Program – provides peer support for adults with mental illness.

2) Program/Service Objectives and Outcomes:

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.

3) Program Design and Staffing

The Mental Health programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health in concert with the NYS Division of Budget (DOB) and in conjunction with the NYS Office of Alcoholism and Substance Abuse Services (OASAS) guidelines and regulations.

Total Funding Requested: \$3,719,160.00

Account # A4310.49522

Oneida County Dept. Funding Recommendation: \$3,719,160.00

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% State funds

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

AGREEMENT

THIS AGREEMENT between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and Rescue Mission of Utica, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 212 Rutger Street, Utica, New York 13501, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County's Department of Mental Health, hereinafter referred to as the "Department;"

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2020 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
 - a. Provide a 52-bed Enriched Single Room Occupancy (ESRO) Residential Program (also referred to as the Enriched Living Center) for adults diagnosed with mental illness. Services to be provided at and through the ESRO Residential Program shall include: medication management, assistance with activities of daily living, service coordination for health and psychiatric services, general counseling related to symptom management, crisis intervention and transportation to appointments.
 - i. The Provider Agency may also provide the following services: pharmacy services, phlebotomy services, and acting as representative payee for residents.
 - ii. The Provider Agency may also provide coordination for community adult day health care programs, employment and vocational services; and social and recreational activities, through community agencies.
 - iii. The Provider Agency shall place an emphasis on support and education in order to develop skills for independence, accessing community resources, and skills for safety and self-care.

- b. Operate a 25-bed Addiction Crisis Stabilization Service (ACSS) consistent with New York State Office of Alcohol and Substance Abuse Services (OASAS) regulations. ACSS will provide 24-hour oversight to individuals diagnosed with Substance Use Disorder experiencing withdrawal. Services include 24-hour care to stabilize acute medical, mental health, and addiction symptoms through screening, assessment, medication, counseling, and referrals for the next level of care.
3. For the Services provided, the Oneida County Department of Mental Health will reimburse the provider Agency a maximum of Three Million Seven Hundred Nineteen Thousand One Hundred Sixty Dollars and no cents (\$3,719,160.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule will be based upon submission of an Oneida County Voucher to the Department. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.
 - a. The total amount stated above may be changed by New York State on a year-to-year basis as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the County's Board of Legislators.
4. The County will make payments to the Provider Agency either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.
5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
6. Independent Contractor Status.
 - a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by

- reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- b. Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
 - c. The Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
 - d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
 - e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
 - f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
 - h. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the Department for monitoring purposes. It is expressly understood that all information sent to the Department will be handled in a safe and confidential manner.
 8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised

budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for either costs not approved for reimbursements by the either the County or the State; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County's Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.

9. The Provider Agency agrees to submit to the County, on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th), a quarterly financial analysis, performance analysis, and service utilization report. In addition, the Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:
 - a. Office of Persons with Developmental Disabilities (OPWDD) budgets for the current year is required to be received by the County by February 1st.
 - b. Office of Alcoholism and Substance Abuse Services (OASAS) estimated claims for the prior year are required to be received by the County by April 15th.
 - c. Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) extension requests for the prior year OMH CFR are required to be received by the County by April 15th.
 - d. OMH, OASAS and OPWDD fully audited CFRs for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the County by April 15th of each year. An OPWDD estimated CFR is required by this date if an extension was filed. An OASAS estimated claim is required to be received by this date; no extension allowed for OASAS CFRs.
 - e. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.
 - f. OASAS mid-year claim for the current year is required to be received by the County by August 15th.
 - g. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
 - h. OMH CBRs for the current year are required to be received by the County by October 15th.
 - i. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
 - j. The Provider Agency shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.
10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:

- a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
 - b. Accounting System & Financial Capability Questionnaire (where applicable).
 - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
 - d. Annual Audit and Financial Reports.
 - e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB Circular A-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.
11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.
 12. The Provider Agency agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency agrees to indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider Agency in the performance of the 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.
 13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers' Compensation and Employers Liability insurance at

the statutory limits in the State of New York. The County of Oneida shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.

14. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
15. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.
 - a. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency compliance with the terms and conditions herein.
 - b. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
 - c. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.
16. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any State or Federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Department as outlined below.
 - a. It is expressly understood that as a Provider Agency for the Department, it may and will receive confidential information from the Department and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
 - b. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:

- i. They will use confidential information only as needed to perform the duties outlined in the “Scope of Services” above for the Department and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:
 - A. The Provider Agency will only access confidential information for which there is a need to know; and
 - B. The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
 - c. The Provider Agency will not misuse confidential information or carelessly handle confidential information.
 - ii. The Provider Agency will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.
 - iii. The Provider Agency will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
 - iv. The Provider Agency understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
 - v. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Department may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency will safeguard the confidentiality of all confidential information.
 - iv. The Provider Agency will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider.

- 17. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services and in accordance with “Program Requirements For Social Services” found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State law and/or regulation.
 - a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information:

- i. "This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."
18. The Provider Agency agrees that its employees and agents, as mandated reporters, will report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.
19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS THEREOF, the County and the Provider have signed this Amendment on the day and year first above written.

COUNTY OF ONEIDA

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

By: Robin E. O'Brien _____ Date 11/17/17
Robin E. O'Brien
Commissioner, Department of Mental Health

RESCUE MISSION OF UTICA, INC.

By: Thomas Wattle _____ Date 11/15/17
Thomas Wattle
President, Board of Directors

By: James Hadd _____ Date 11/15/17
James Hadd
Executive Director

Approved

By: _____
Raymond F. Bara, Esq.
Assistant County Attorney

RESCUE MISSION OF UTICA		TOTAL THREE YEAR BUDGET: \$		3,719,160.00
APPENDIX A				
YEAR	2018	2019	2020	
OMH:	\$ 335,067.00	\$ 335,067.00	\$ 335,067.00	
OASAS:	\$ 904,653.00	\$ 904,653.00	\$ 904,653.00	
OPWDD:	-	-	-	
COUNTY:	-	-	-	
ANNUAL TOTAL:	\$ 1,239,720.00	\$ 1,239,720.00	\$ 1,239,720.00	
APPENDIX A				
OMH				
MONTHLY VOUCHER:	\$ 27,922.00	\$ 27,922.00	\$ 27,922.00	
LAST VOUCHER:	\$ 27,925.00	\$ 27,925.00	\$ 27,925.00	
OASAS				
MONTHLY VOUCHER:	\$ 75,387.00	\$ 75,387.00	\$ 75,387.00	
LAST VOUCHER:	\$ 75,396.00	\$ 75,396.00	\$ 75,396.00	
AMENDMENT				
	\$ -	-	\$ -	
	\$ -	-	\$ -	
	\$ -	-	\$ -	
	\$ -	-	\$ -	
ADJUSTED TOTAL:	\$ 1,239,720.00	\$ 1,239,720.00	\$ 1,239,720.00	

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this 1 day of January 2018, between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

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

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

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

1. Executory or Non-Appropriation Clause.

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

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or 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 indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an 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 an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - 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. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice 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 contract.
 - f. Taking one of the following actions, within thirty (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).

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

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

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

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
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 County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.

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

5. Non-Assignment Clause.

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

6. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department.

Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

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

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

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street
Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

November 9, 2017

FN 20 17-427

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

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

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Date 11/20/17

Dear Mr. Picente:

I am forwarding four (4) copies of the **2018-2020 Purchase of Services Agreement** between the Oneida County Department of Mental Health and **Central Association for the Blind, Inc.** for your review and signature. Please forward this to the Board of Legislators upon completing your review.

The Agreement begins on **January 1, 2018** and ends on **December 31, 2020**. The total funding amount for this period will be **\$109,452.00**; \$36,484.00 for year 2018, \$36,484.00 for year 2019, and \$36,484.00 for year 2020. The amount reflects **100% OPWDD State Aid Funding**.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Robin E. O'Brien
Robin E. O'Brien
Commissioner

REO/ts
Encs.

Oneida Co. Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Central Association for the Blind, Inc.
507 Kent Street
Utica, NY 13501

Title of Activity or Service: Day Training (Pre-Vocational Services)

Proposed Dates of Operation: January 1, 2018 through December 31, 2020

Client Population/Number to be Served: Adults with a developmental disability and significant visual impairment.

Summary Statements

1) Narrative Description of Proposed Services

Provides adults with developmental disabilities and legal blindness employment training, and socialization training with the goal of assisting with long-term employment placement.

2) Program/Service Objectives and Outcomes:

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.

3) Program Design and Staffing

The program design and staffing model is certified by The NYS Office of Persons with Developmental Disabilities (OPWDD) in accordance to guidelines and regulations.

Total Funding Requested: \$109,452.00

Account # A4310.49524

Oneida County Dept. Funding Recommendation: \$109,452.00

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

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: 100% OPWDD State Aid Funding of \$36,484.00 per year for a 3 year contract term.

AGREEMENT

THIS AGREEMENT between **Oneida County**, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its **Department of Mental Health**, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and **Central Association for the Blind, Inc.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 507 Kent Street, Utica, New York 13501, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County's Department of Mental Health, hereinafter referred to as the "Department;"

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2020 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
 - a. Provide specialized Day Training involving educational, therapeutic and vocational services to adults with developmental disabilities and legal blindness, consistent with New York State Office for People with Developmental Disabilities guidelines and regulations. This includes training to follow directions, adapting to work routines, development of good work attitudes and habits, attention to task and social skills and communication, and part-time employment with ongoing staff support paid at minimum wage or higher.
3. For the Services provided, the Oneida County Department of Mental Health will reimburse the provider Agency a maximum of One Hundred Nine Thousand Four Hundred Fifty-Two Dollars and no cents (\$109,452.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule will be based upon submission of an Oneida County Voucher to the Department. Vouchers submitted by the

Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.

- a. The total amount stated above may be changed by New York State on a year-to-year basis as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the County's Board of Legislators.
4. The County will make payments to the Provider Agency either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.
 5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
 6. Independent Contractor Status.
 - a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
 - b. Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
 - c. The Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
 - d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
 - e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with

- all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
 - h. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the Department for monitoring purposes. It is expressly understood that all information sent to the Department will be handled in a safe and confidential manner.
8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for either costs not approved for reimbursements by either the County or the State; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County's Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.
9. The Provider Agency agrees to submit to the County, on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th), a quarterly financial analysis, performance analysis, and service utilization report. In addition, the Provider Agency

agrees to submit the following reports by the listed required dates as applicable to funding received:

- a. Office of Persons with Developmental Disabilities (OPWDD) budgets for the current year is required to be received by the County by February 1st.
 - b. Office of Alcoholism and Substance Abuse Services (OASAS) estimated claims for the prior year are required to be received by the County by April 15th.
 - c. Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) extension requests for the prior year OMH CFR are required to be received by the County by April 15th.
 - d. OMH, OASAS and OPWDD fully audited CFRs for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the County by April 15th of each year. An OPWDD estimated CFR is required by this date if an extension was filed. An OASAS estimated claim is required to be received by this date; no extension allowed for OASAS CFRs.
 - e. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.
 - f. OASAS mid-year claim for the current year is required to be received by the County by August 15th.
 - g. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
 - h. OMH CBRs for the current year are required to be received by the County by October 15th.
 - i. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
 - j. The Provider Agency shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.
10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
- a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
 - b. Accounting System & Financial Capability Questionnaire (where applicable).
 - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
 - d. Annual Audit and Financial Reports.
 - e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB Circular A-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.

11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.
12. The Provider Agency agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency agrees to indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider Agency in the performance of the 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.
13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers' Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.
14. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

15. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.
 - a. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency compliance with the terms and conditions herein.
 - b. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
 - c. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.

16. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any State or Federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Department as outlined below.
 - a. It is expressly understood that as a Provider Agency for the Department, it may and will receive confidential information from the Department and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
 - b. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:
 - i. They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Department and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:
 - A. The Provider Agency will only access confidential information for which there is a need to know; and
 - B. The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
 - c. The Provider Agency will not misuse confidential information or carelessly handle confidential information.
 - ii. The Provider Agency will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Provider

Agency accepts responsibility for all activities undertaken using any access code and other authorization.

- iii. The Provider Agency will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
 - iv. The Provider Agency understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
 - v. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Department may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency will safeguard the confidentiality of all confidential information.
 - iv. The Provider Agency will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider.
17. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State law and/or regulation.
- a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information:
 - i. "This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."
18. The Provider Agency agrees that its employees and agents, as mandated reporters, will report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social

Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.

19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS THEREOF, the County and the Provider have signed this Amendment on the day and year first above written.

COUNTY OF ONEIDA

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

By: Robin E. O'Brien _____ Date 11/17/17
Robin E. O'Brien
Commissioner, Department of Mental Health

CENTRAL ASSOCIATION FOR THE BLIND, INC.

By: Edward P. Welsh _____ Date 11/16/17
Edward P. Welsh
Chair, Board of Directors

By: Rudy D'Amico _____ Date Nov 15, 2017
Rudy D'Amico
President and Chief Executive Officer

Approved

By: _____
Raymond F. Bara, Esq.
Assistant County Attorney

CENTRAL ASSOCIATION FOR THE BLIND		TOTAL THREE YEAR BUDGET: \$		109,452.00
APPENDIX A				
YEAR	2018	2019	2020	
OMH:	\$ -	\$ -	\$ -	
OASAS:	\$ -	\$ -	\$ -	
OPWDD:	\$ 36,484.00	\$ 36,484.00	\$ 36,484.00	
COUNTY:	\$ -	\$ -	\$ -	
ANNUAL TOTAL:	\$ 36,484.00	\$ 36,484.00	\$ 36,484.00	
MONTHLY VOUCHER:	\$ -	\$ -	\$ -	
LAST VOUCHER:	\$ -	\$ -	\$ -	
AMENDMENT				
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
ADJUSTED TOTAL:	\$ 36,484.00	\$ 36,484.00	\$ 36,484.00	
APPENDIX A				
YEAR	2018	2019	2020	
OMH:	\$ -	\$ -	\$ -	
OASAS:	\$ -	\$ -	\$ -	
OPWDD:	\$ 36,484.00	\$ 36,484.00	\$ 36,484.00	
COUNTY:	\$ -	\$ -	\$ -	
ANNUAL TOTAL:	\$ 36,484.00	\$ 36,484.00	\$ 36,484.00	
MONTHLY VOUCHER:	\$ -	\$ -	\$ -	
LAST VOUCHER:	\$ -	\$ -	\$ -	
AMENDMENT				
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
ADJUSTED TOTAL:	\$ 36,484.00	\$ 36,484.00	\$ 36,484.00	

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this 1 day of January 2018, between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

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

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

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

1. Executory or Non-Appropriation Clause.

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

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or 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 indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

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

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

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an 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 an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - 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. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice 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 contract.
 - f. Taking one of the following actions, within thirty (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).

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

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

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

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
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 County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.

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

5. Non-Assignment Clause.

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

6. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

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

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

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street
Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

November 6, 2017

FN 20 17-428

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

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

Anthony J. Picente, Jr.
County Executive

HEALTH & HUMAN SERVICES

Date 11/20/17

WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of the **2018-2020 Purchase of Service Agreement** between the Oneida County Department of Mental Health and **Brad Bennett Psychology, P.C.** for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

I am respectfully requesting that the terms of this Contract Agreement also be approved for an agreement with **David Stang, PhD**, which includes both the same scope of services and the same funding allocations. Both contracts are supported by **100%** OMH State Aid funding. The last column represents the total Agreement amount.

CONSULTANT	FUNDING SOURCE	2018	2019	2020	TOTAL
Brad Bennett Psychology, P.C.	OMH	\$24,500.00	\$24,500.00	\$24,500.00	\$73,500.00
David Stang, PhD	OMH	\$24,500.00	\$24,500.00	\$24,500.00	\$73,500.00

Upon approval, these Agreements will be in effect from **January 1, 2018 and will end December 31, 2020**. The funding amount per year will be a maximum of **\$24,500.00** each with a total contract term amount of a maximum of **\$73,500.00**, supported **100%** by OMH State Aid funding.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Robin E. O'Brien
Commissioner

REO/ts
Encs.

Oneida Co. Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Brad Bennett Psychology, P.C.
d/b/a Clinton Therapy & Testing Center
7325 State Route 5
Clinton, NY 13323

Title of Activity or Service: CPL 730 Evaluations

Proposed Dates of Operation: January 1, 2018 through December 31, 2020

Client Population/Number to be Served: Oneida County Residents CPL 730 Evaluations.

Summary Statements

1) Narrative Description of Proposed Services:

- a. Complete psychiatric evaluations pursuant to Criminal Procedure Law Article 730, and to provide consultation to determine whether an individual lacks the capacity to understand proceedings or to assist in his/her defense;
- b. Complete trainings provided relevant to policies, procedures and legislative updates.
- c. Perform such duties as may be required by the Oneida County Charter, by the Oneida County Administrative Code, statutes of the State of New York and United States and all regulations of the New York Department of Mental Hygiene and any other appropriate statutes, regulations, ordinances and local law.

2) Program/Service Objectives and Outcomes:

Provide necessary CPL 730 evaluations.

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

Total Funding Requested: \$73,500.00

Account # A4310.195

Oneida County Dept. Funding Recommendation: \$73,500.00

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

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: 100% OMH State Aid Funding up to \$24,500.00 per year for the duration of this 3 year contract.

AGREEMENT

THIS AGREEMENT between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and BRAD BENNETT PSYCHOLOGY, P.C., a domestic professional corporation organized and existing under the laws of the State of New York, and which operates as CLINTON THERAPY & TESTING CENTER, having his principal office located at 7325 State Route 5, Clinton, New York 13323, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the County through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State (hereinafter referred to as the "State") Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of Agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Consultant operates a mental health services practice under the name Clinton Therapy & Testing Center, which provides psychotherapy and psychological testing services to children, adults, families, and couples; and

WHEREAS, the Consultant hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the Oneida County Department of Mental Health;

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2020 or until terminated according to the termination requirements contained within this Agreement.
2. The Consultant shall:
 - a. Complete any and all mutually agreed upon and assigned psychiatric evaluations referred to the Oneida County Mental Health Department pursuant to Article 730 of the New York State Criminal Procedure Law;
 - b. Provide consultation to the Oneida County Mental Health Department to determine whether an individual, as a result of mental disease or defect, lacks the capacity to understand the proceedings against him/her or to adequately assist in his/her defense;
 - c. Perform such duties as may be required by the Oneida County Charter, by the Oneida County Administrative Code, statutes of the State of New York and of the United States

and all regulations of the New York State Department of Mental Hygiene and any other appropriate statutes, regulations, ordinances and local laws.

3. The County shall reimburse the Consultant a maximum of Two Hundred Dollars and no cents (\$200.00) for each completed psychiatric competency evaluation pursuant to Article 730 of the New York State Criminal Procedure Law. In addition, the Consultant shall receive Two Hundred Dollars and no cents (\$200.00) per day for court time when the Consultant is required to be in court to testify about such completed psychiatric competency evaluation. The Consultant shall not otherwise be reimbursed for expenses related to a psychiatric competency evaluation. Payment will be made after submission of a duly prepared Oneida County Voucher to the Oneida County Department of Mental Health. The County will make payments either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Consultant.
4. The Consultant agrees to participate in the development and implementation of the Local Governmental Plan. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify Services offered by the Consultant; submission of planning reports and CON applications and/or Prior Approval and Review applications to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
5. Independent Contractor Status.
 - a. It is expressly agreed that the relationship of the Consultant to the County shall be that of an Independent Contractor. The Consultant's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Consultant and its employees, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
 - b. Consultant warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Consultant and County agree that Consultant is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
 - c. The Consultant's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
 - d. Consultant acknowledges and agrees that neither Consultant, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
 - e. Consultant shall be solely responsible for applicable taxes for all compensation paid to Consultant or its employees under this Agreement, and for compliance with all applicable

labor and employment requirements with respect to Consultant's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Consultant shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

- f. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Consultant's Independent Contractor status, it is agreed that both the County and the Consultant shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
 - h. The Consultant agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
6. The Consultant agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Consultant further agrees to provide any and all required client-specific information as required by the State of New York and/or the Department for monitoring purposes. It is expressly understood that all information sent to the Department will be handled in a safe and confidential manner.
7. The Consultant shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.
8. The Consultant shall perform all services under this Agreement in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Consultant that agencies and departments of New York State other than the New York State Office of Mental Health (OMH), the New York State Office of Alcoholism & Substance Abuse Services (OASAS), and the New York State Office of Persons with Developmental Disabilities (OPWDD) may promulgate these rules and regulations.
9. The Consultant agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Consultant, its officers and/or employees or subcontractors. Furthermore, the Consultant agrees to indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or

supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Consultant 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.

10. The Consultant shall obtain and maintain professional liability insurance with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. The Consultant shall maintain a Workers' Compensation and Employers Liability policy at statutory New York limits, if applicable. Proof of insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if, during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Consultant must provide the County proof of insurance consistent with the requirements listed above. Failure to do so may result in the immediate termination of this Agreement.
11. Consultant waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by professional liability, or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
12. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Consultant fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Consultant becomes bankrupt or insolvent or falsify its records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Consultant.
 - a. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Consultant prior to the termination of this Agreement that are pursuant to and after Consultant compliance with the terms and conditions herein.
 - b. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
 - c. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.
13. The Consultant agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any Federal Law regulating such

files. Information contained in these files shall be released only upon the written consent of the client being served or to the Oneida County Department of Mental Health as outlined below.

- a. It is expressly understood that as a Consultant for the Oneida County Department of Mental Health, the Consultant may and will receive confidential information from the Department of Mental Health and this information may have been received from other independent contractors and/or licensed agencies. The Consultant agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
- b. Accordingly, as a condition of and in consideration of access to confidential information, the Consultant promises that:
 - i. It will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Oneida County Department of Mental Health and the SPOA/A program. This means, among other things, that:
 - A. The Consultant will only access confidential information for which there is a need to know; and
 - B. The Consultant will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
 - c. The Consultant will not misuse confidential information or carelessly handle confidential information.
 - ii. The Consultant will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Consultant accepts responsibility for all activities undertaken using any access code and other authorization.
 - iii. The Consultant will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
 - iv. The Consultant understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
 - v. The Consultant understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Oneida County Department of Mental Health may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Consultant will safeguard the confidentiality of all confidential information.
 - iv. The Consultant will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider.

14. The Consultant agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Consultant is provided with any

confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, it shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State law and/or regulations.

- a. The Consultant shall include the following written statement when disclosing any confidential HIV-related information:
 - i. "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."
15. The Consultant agrees that, as a mandated reporter pursuant to New York Social Services Law Section 413, all instances of suspected child abuse, neglect, and/or maltreatment, will be reported to the New York Statewide Central Register as required by law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The Consultant shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Statewide Central Register.
16. The Consultant is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
17. The Consultant shall not be required to attend or undergo any training by the County. The Consultant shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
18. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
19. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
20. Annexed hereto and made a part hereof as Appendix A is the Standard Oneida County Contract Addendum, which includes additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties herein have hereunto set their hands the day and year first written.

COUNTY OF ONEIDA

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

By: Robin E. O'Brien _____ 11/17/17 _____
Robin E. O'Brien
Commissioner, Department of Mental Health
Date

CONSULTANT – BRAD BENNETT PSYCHOLOGY, P.C.

By: Brad Bennett _____ 11/15/17 _____
Brad Bennett, Ph.D.
Chief Executive Officer
Date

Approved

By: _____
Raymond F. Bara, Esq.
Assistant County Attorney

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this 1 day of January, between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

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

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

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

1. Executory or Non-Appropriation Clause.

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

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or 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 indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

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

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

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an 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 an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - 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. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice 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 contract.
 - f. Taking one of the following actions, within thirty (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).

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

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

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

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
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 County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.

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

5. Non-Assignment Clause.

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

6. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

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

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

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street
Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

October 24, 2017

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

FN 20 13-429

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

HEALTH & HUMAN SERVICES

[Signature]
Anthony J. Picente, Jr.
County Executive

WAYS & MEANS

Date 11/20/17

Dear Mr. Picente:

I am forwarding four (4) copies of the **2018-2020 Purchase of Services Agreement** between the Onondaga County Department of Mental Health and **Insight House Chemical Dependency Services, Inc.** for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

The Agreement begins on **January 1, 2018** and ends on **December 31, 2020**. The total funding amount for this period will be **\$4,442,595.00**; \$1,480,865.00 for year 2018, \$1,480,865.00 for year 2019, and \$1,480,865.00 for year 2020. The amount reflects OASAS State Aid Funding and County Funding.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Robin E. O'Brien

Robin E. O'Brien
Commissioner

REO/ts
Encs.

Oneida Co. Department: Mental Health

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	_____X_____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Insight House Chemical Dependency Services, Inc.
500 Whitesboro Street
Utica, NY 13502

Title of Activity or Service: Outpatient Substance Abuse Clinic Treatment
Residential Treatment

Proposed Dates of Operation: January 1, 2018 through December 31, 2020

Client Population/Number to be Served: Adults and children with an alcohol and/or
substance abuse or dependency problem, and their
families

Summary Statements

1) Narrative Description of Proposed Services

a. Outpatient Substance Abuse Treatment Clinic

Evaluation/assessment services, referred individual, family and group counseling, and discharge aftercare planning.

b. Chemical Dependence Intensive Residential Treatment

48 bed intensive level care in a controlled therapeutic environment with training provided for: vocational/educational, parenting, personal hygiene, socialization/leisure activities.

2) Program/Service Objectives and Outcomes:

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.

3) Program Design and Staffing

The OASAS programs meet the appropriate staffing models developed and monitored by the New York State Office of Alcoholism and Substance Abuse Services (OASAS) in concert with the New York State Division of Budget (DOB) and guidelines and regulations.

Total Funding Requested: \$4,442,595.00

Account # A4310.49515

Oneida County Dept. Funding Recommendation: \$4,442,595.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$4,442,595.00

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments:	OASAS State Aid Funding	\$1,444,865.00/year
	County Funding	\$36,000.00/year

AGREEMENT

THIS AGREEMENT between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and Insight House Chemical Dependency Services, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 500 Whitesboro Street, Utica New York 13502, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County's Department of Mental Health, hereinafter referred to as the "Department;"

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2020 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
 - a. Provide Outpatient Substance Abuse Clinic Treatment consistent with the New York State Office of Alcohol and Substance Abuse Services (OASAS) regulations to individuals and family members striving to achieve and maintain a sober lifestyle. The clinic will provide evaluation/assessment services, individual, family and group counseling, referral and discharge planning;
 - b. Provide a 44-bed voluntary drug-free Intensive Residential Substance Abuse program consistent with the OASAS regulations. This program shall provide a highly-intensive level of care for men and women who are experiencing dysfunction in multiple life areas and who require a structured living arrangement during treatment. A minimum of 40 hours per week of clinical services shall be provided along with vocational, educational, parenting, community living, personal hygiene/care, and socialization and leisure activities;
 - c. Provide Day Rehabilitation services utilizing evidence-based therapies five (5) days per week, for four and one-half hours per day, for each participant, with the number of days

decreasing as treatment milestones are achieved by the participant. Day rehabilitation will also provide psychiatric services, occupational therapy, and General Educational Development (GED) instruction.

3. For the Services provided, the Oneida County Department of Mental Health will reimburse the provider Agency a maximum of Four Million Four Hundred Forty-Four Thousand Eight Hundred Sixty-Five Dollars and no cents (\$4,442,595.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule will be based upon submission of an Oneida County Voucher to the Department. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.
 - a. The total amount stated above may be changed by New York State on a year-to-year basis as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the County's Board of Legislators.
4. The County will make payments to the Provider Agency either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.
5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
6. Independent Contractor Status.
 - a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
 - b. Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other

- entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
- c. The Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
 - d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
 - e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
 - f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
 - h. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the Department for monitoring purposes. It is expressly understood that all information sent to the Department will be handled in a safe and confidential manner.
 8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for either costs not approved for reimbursements by the either the County or the State; or changes to the budget anytime during the contract period. Should any expenses be

disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County's Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.

9. The Provider Agency agrees to submit to the County, on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th), a quarterly financial analysis, performance analysis, and service utilization report. In addition, the Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:
 - a. Office of Persons with Developmental Disabilities (OPWDD) budgets for the current year is required to be received by the County by February 1st.
 - b. Office of Alcoholism and Substance Abuse Services (OASAS) estimated claims for the prior year are required to be received by the County by April 15th.
 - c. Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) extension requests for the prior year OMH CFR are required to be received by the County by April 15th.
 - d. OMH, OASAS and OPWDD fully audited CFRs for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the County by April 15th of each year. An OPWDD estimated CFR is required by this date if an extension was filed. An OASAS estimated claim is required to be received by this date; no extension allowed for OASAS CFRs.
 - e. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.
 - f. OASAS mid-year claim for the current year is required to be received by the County by August 15th.
 - g. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
 - h. OMH CBRs for the current year are required to be received by the County by October 15th.
 - i. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
 - j. The Provider Agency shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.

10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
 - a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.

- b. Accounting System & Financial Capability Questionnaire (where applicable).
 - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
 - d. Annual Audit and Financial Reports.
 - e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB Circular A-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.
11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.
12. The Provider Agency agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency agrees to indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider Agency in the performance of the 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.
13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers' Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this

Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.

14. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
15. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.
 - a. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency compliance with the terms and conditions herein.
 - b. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
 - c. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.
16. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any State or Federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Department as outlined below.
 - a. It is expressly understood that as a Provider Agency for the Department, it may and will receive confidential information from the Department and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
 - b. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:
 - i. They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Department and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:

- A. The Provider Agency will only access confidential information for which there is a need to know; and
 - B. The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
 - c. The Provider Agency will not misuse confidential information or carelessly handle confidential information.
- ii. The Provider Agency will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.
 - iii. The Provider Agency will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
 - iv. The Provider Agency understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
 - v. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Department may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency will safeguard the confidentiality of all confidential information.
 - iv. The Provider Agency will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider.
17. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State law and/or regulation.
- a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information:
 - i. "This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A

general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”

18. The Provider Agency agrees that its employees and agents, as mandated reporters, will report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A (“Report of Suspected Child Abuse or Maltreatment”) to the local Department of Social Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.
19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

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IN WITNESS THEREOF, the County and the Provider have signed this Amendment on the day and year first above written.

COUNTY OF ONEIDA

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

By: Robin E. O'Brien _____ Date 11/17/17
Robin E. O'Brien
Commissioner, Department of Mental Health

INSIGHT HOUSE CHEMICAL DEPENDENCY SERVICES, INC.

By: Carl DelBuono _____ Date 11/16/17
Carl DelBuono, Esq.
Chair, Board of Directors

By: Donna M. Vitagliano _____ Date 11/16/17
Donna M. Vitagliano
President and Chief Executive Officer

Approved

By: _____
Raymond F. Bara, Esq.
Assistant County Attorney

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this 1 day of January 2018, between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

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

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

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

1. Executory or Non-Appropriation Clause.

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

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or 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 indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

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

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

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an 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 an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - 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. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice 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 contract.
 - f. Taking one of the following actions, within thirty (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).

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

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

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

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
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 County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.

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

5. Non-Assignment Clause.

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

6. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

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

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

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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



Anthony J. Picente, Jr., County Executive

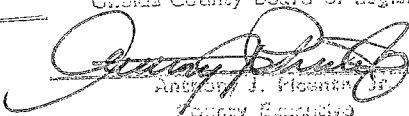
Robin E. O'Brien, Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

120 Airline Street
Suite 200
Oriskany, New York 13424

November 9, 2017

FN 20 17-430 Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive
HEALTH & HUMAN SERVICES
WAYS & MEANS
Date 11/20/17

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


Dear Mr. Picente:

I am forwarding four (4) copies of the 2018-2020 Purchase of Service Agreement between the Oneida County Department of Mental Health and Center for Family Life and Recovery, Inc. for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing you review.

The Agreement begins on **January 1, 2018 and ends on December 31, 2020**. The total funding amount for this period will be **\$988,806.00**; \$329,602.00 for year 2018, \$329,602.00 for year 2019, and \$329,602.00 for year 2020. The amount reflects 30.1% OMH State Aid Funding (\$297,630.61), 54.7% OASAS State Aid Funding (\$540,876.88), and 15.2% County Dollars (\$150,298.51).

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,


Robin E. O'Brien
Commissioner

REO/ts
Encs.

Oneida Co. Department: Mental Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Center for Family Life and Recovery, Inc.
502 Court Street, Suite 401
Utica, NY 13501

Title of Activity or Service: Alcohol Prevention & Education
Mentally Ill Chemical Abuse (MICA) Network
Self Help
Advocacy

Proposed Dates of Operation: January 1, 2018 through December 31, 2020

Client Population/Number to be Served: Adults with a serious and persistent mental illness; and individuals who are alcohol dependent and require a structured living environment.

Summary Statements

1) Narrative Description of Proposed Services

- a. **Oneida County Prevention Council:** The program, Second Step, provides training on prevention of risky behavior at schools, public venues and summer programs in Oneida County.
- b. **Mentally Ill Chemical Abuse Network (MICA):** The program provides substance abuse prevention training/education in the community.
- c. **Sexual Offender Treatment Program (SOTP):** The program provides individual/group/family counseling based on the needs of the participants.
- d. **Suicide Prevention Program:** Advocacy for individuals who suffer from mental illness and substance abuse. Services include mentors, providing suicide prevention training, and public education.

2) Program/Service Objectives and Outcomes:

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives and to prevent recidivism of sex offenders.

3) Program Design and Staffing

The Mental Health programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of Budget (DOB) and in conjunction with the NYS Office of Alcoholism and Substance Abuse Services (OASAS) guidelines and regulations.

Total Funding Requested: \$988,806.00

Account # A4310.49521

Oneida County Dept. Funding Recommendation: \$988,806.00

Proposed Funding Sources (Federal \$/ State \$/County \$): State OMH: \$297,630.61 (30.1%)
State OASAS: \$540,876.88 (54.7%) County \$150,298.51 (15.2%)

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: (N/A)

AGREEMENT

THIS AGREEMENT between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and Center for Family Life and Recovery, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 502 Court Street, Suite 401, Utica, New York 13501, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County's Department of Mental Health, hereinafter referred to as the "Department;"

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2020 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
 - a. Provide and facilitate trainings for the professional workforce which will allow them to respond effectively to the needs of individuals with behavioral health care needs;
 - b. Provide evidence-based Sex Offender Treatment including assessments, individual and specialized group therapy. This treatment shall be consistent with the Practice Standards and Guidelines of the Association for the Treatment of Sexual Abusers (ATSA);
 - c. Provide advocacy services, which shall include but not be limited to suicide prevention programs through the New York State Office of Mental Health suicide prevention center. All programs shall service adults and children and shall provide advocacy, education, and training to the community.
 - d. Operate the Family Support Navigator, which shall assist families struggling with addiction issues to navigate barriers and to connect with appropriate services. The Family Support Navigator shall serve Oneida County and adjoining counties, and shall be available evenings and weekends, in addition to regular daytime hours.

- e. Provide an array of Substance Abuse Prevention services which meet the New York State Office of Alcoholism and Substance Abuse Services (OASAS) 2014 Prevention Guidelines and any subsequent revisions. These services will include evidence-based programming, public education, public speaking engagements, community coalition building, and technical assistance to a variety of local school districts. Delivery of such prevention services throughout Oneida County, both directly and indirectly, shall meet the needs of students, families, and the community at large in a multi-tiered level of support to promote positive physical health, positive mental health, and educational, social and emotional well-being for all youth. These Substance Abuse Prevention Services shall include the following:
- i. Evidence-based educational programs within Oneida County school districts to include environmental prevention strategies; positive alternatives; early intervention; community capacity building through community wide community awareness efforts; and community based collaborations with County departments and/or community organizations.
 - ii. Establishment of a supervisory and staffing plan for the proposed services that complies with the requirements in the Office of Alcoholism and Substance Abuse Services' 2014 Prevention Guidelines and any subsequent revisions.
 - iii. Offering a comprehensive range of substance abuse prevention services, based on a needs assessment, which services will prioritize school-based services for students and parents in Oneida County schools. Services in this category may cover the following topics: mental/behavioral health needs, primary care, care management, in-patient/out-patient services, health insurance, housing, food, and employment.
 - iv. Providing value-based outcomes for school districts to see positive outcomes and be able to create the systems, assessments, data analysis, tiered-level of support, and full wraparound services with the collaboration of community-based agencies.
 - v. Identifying local risk and protective factors that help prevention providers better understand what they can do to promote supportive communities and healthy development for children, adolescents and young adults. This comprehensive planning to address the risk and protective factors will lead to the accomplishment of the following goals:
 - A. To reduce the prevalence of substance abuse and problem gambling in the New York State population.
 - B. To delay the initiation of substance abuse and gambling behaviors among youth as long as possible.
 - C. To decrease the negative health, social, educational and economic consequences and costs associated with substance abuse and problem gambling.
 - D. To prevent the escalation of substance use and gambling behaviors to levels requiring treatment through early identification, brief intervention and referral.
3. For the Services provided, the Oneida County Department of Mental Health will reimburse the provider Agency a maximum of Nine Hundred Eighty-Eight Thousand Eight Hundred Six

Dollars and no cents (\$988,806.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule will be based upon submission of an Oneida County Voucher to the Department. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.

a. The total amount stated above may be changed by New York State on a year-to-year basis as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the County's Board of Legislators.

4. The County will make payments to the Provider Agency either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.
5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
6. Independent Contractor Status.
 - a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
 - b. Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
 - c. The Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

- d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
 - e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
 - f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
 - h. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the Department for monitoring purposes. It is expressly understood that all information sent to the Department will be handled in a safe and confidential manner.
8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for either costs not approved for reimbursements by the either the County or the State; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County's Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.

9. The Provider Agency agrees to submit to the County, on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th), a quarterly financial analysis, performance analysis, and service utilization report. In addition, the Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:
 - a. Office of Persons with Developmental Disabilities (OPWDD) budgets for the current year is required to be received by the County by February 1st.
 - b. Office of Alcoholism and Substance Abuse Services (OASAS) estimated claims for the prior year are required to be received by the County by April 15th.
 - c. Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) extension requests for the prior year OMH CFR are required to be received by the County by April 15th.
 - d. OMH, OASAS and OPWDD fully audited CFRs for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the County by April 15th of each year. An OPWDD estimated CFR is required by this date if an extension was filed. An OASAS estimated claim is required to be received by this date; no extension allowed for OASAS CFRs.
 - e. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.
 - f. OASAS mid-year claim for the current year is required to be received by the County by August 15th.
 - g. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
 - h. OMH CBRs for the current year are required to be received by the County by October 15th.
 - i. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
 - j. The Provider Agency shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.

10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
 - a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
 - b. Accounting System & Financial Capability Questionnaire (where applicable).
 - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
 - d. Annual Audit and Financial Reports.
 - e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and

Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB Circular A-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.

11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.
12. The Provider Agency agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency agrees to indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider Agency in the performance of the 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.
13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers' Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.

14. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
15. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.
 - a. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency compliance with the terms and conditions herein.
 - b. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
 - c. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.
16. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any State or Federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Department as outlined below.
 - a. It is expressly understood that as a Provider Agency for the Department, it may and will receive confidential information from the Department and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
 - b. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:
 - i. They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Department and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:
 - A. The Provider Agency will only access confidential information for which there is a need to know; and
 - B. The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and

- c. The Provider Agency will not misuse confidential information or carelessly handle confidential information.
 - ii. The Provider Agency will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.
 - iii. The Provider Agency will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
 - iv. The Provider Agency understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
 - v. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Department may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency will safeguard the confidentiality of all confidential information.
 - iv. The Provider Agency will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider.
17. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State law and/or regulation.
- a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information:
 - i. "This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."
18. The Provider Agency agrees that its employees and agents, as mandated reporters, will report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide

Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.

19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS THEREOF, the County and the Provider have signed this Amendment on the day and year first above written.

COUNTY OF ONEIDA

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

By: Robin E. O'Brien _____ Date 11/17/17
Robin E. O'Brien
Commissioner, Department of Mental Health

CENTER FOR FAMILY LIFE AND RECOVERY, INC.

By: Lisa Sexton _____ Date 11/16/17
Lisa Sexton
President, Board of Directors

By: Cassandra Sheets _____ Date 11/16/17
Cassandra Sheets
Chief Executive Officer

Approved

By: _____
Raymond F. Bara, Esq.
Assistant County Attorney

CENTER FOR FAMILY LIFE AND RECOVERY		TOTAL THREE YEAR BUDGET: \$		988,806.00
APPENDIX A				
YEAR	2018	2019	2020	
OMH:	\$ 99,186.00	\$ 99,186.00	\$ 99,186.00	
OASAS:	\$ 180,416.00	\$ 180,416.00	\$ 180,416.00	
OPWDD:	\$ -	\$ -	\$ -	
COUNTY:	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	
ANNUAL TOTAL:	\$ 329,602.00	\$ 329,602.00	\$ 329,602.00	
APPENDIX A				
OMH				
MONTHLY VOUCHER:	\$ 8,265.00	\$ 8,265.00	\$ 8,265.00	
LAST VOUCHER:	\$ 8,271.00	\$ 8,271.00	\$ 8,271.00	
OASAS				
MONTHLY VOUCHER:	\$ 15,034.00	\$ 15,034.00	\$ 15,034.00	
LAST VOUCHER:	\$ 15,042.00	\$ 15,042.00	\$ 15,042.00	
COUNTY				
MONTHLY VOUCHER:	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	
LAST VOUCHER:	\$ 4,174.00	\$ 4,174.00	\$ 4,174.00	
AMENDMENT				
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
ADJUSTED TOTAL:	\$ 329,602.00	\$ 329,602.00	\$ 329,602.00	

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this 1 day of January 2018, between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

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

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

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

1. Executory or Non-Appropriation Clause.

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

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or 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 indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

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

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

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an 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 an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - 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. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice 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 contract.
 - f. Taking one of the following actions, within thirty (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).

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

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

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

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and

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 County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.

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

5. Non-Assignment Clause.

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

6. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

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

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

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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



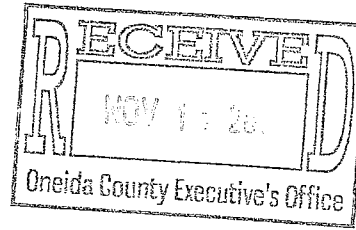
Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street
Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net



August 28, 2017

FN 20 17-431

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

HEALTH & HUMAN SERVICES

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

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

WAYS & MEANS

Date 11/20/12

Dear Mr. Picente:

Oneida County Department of Mental Health has been granted increases/decreases to allocate State Aid Funding from NYS Office of Mental Health (OMH), NYS Office of Alcohol and Substance Abuse Services (OASAS), and Office of People With Developmental Disabilities (OPWDD) to be allocated to several contracted agencies through the Revenue Account Numbers A4390 (OMH), A4393 (OASAS), and A4392 (OPWDD). As a result we request to adjust the Revenue Budgets for the accounts and the appropriate Agency Appropriation Accounts. Most decreases are a result of the original contract amounts not corresponding to the original appropriations.

I therefore request your Board's approval for the following 2017 fund account increases/decreases:

Account No.	Acct Name	Increase Decrease	Orig Appropriation	New Appropriation
A4310.4951	Kids Oneida	69	60,000	60,069
A4310.4915	Insight House CDS	(45,591)	1,598,890	1,553,299
A4310.49516	NYS Arc	(24,106)	346,607	322,501
A4310.49517	Upstate Cerebral Palsy	825	1,029,101	1,029,926
A4310.49518	Human Tech Corp	201	59,423	59,624
A4310.49519	CNY Services	(88,960)	1,736,180	1,647,220
A4310.49521	Center for Family Life	49,360	329,477	378,837
A4310.49522	Rescue Mission	198	1,239,522	1,239,720
A4310.49523	Catholic Charities	228,112	1,337,598	1,565,710

A4310.49524	Central Association for the Blind & VI	73	36,484		36,557
A4310.49525	Resource for Independent Living	21	415,486		415,507
A4310.49526	The Neighborhood Center Syracuse Brick House, dba Syracuse	(9,903)	2,406,626		2,396,723
New	Behavior Healthcare		450,000	0	450,000
	Total:		<u>560,299</u>		

The supplemental appropriation increases for 2017 will be fully supported by unanticipated revenue to the following Revenue Accounts:

Account No.	Acct Name	Increase
A3490	State Aid - OMH	98,262
A3493	State Aid - OASAS	461,964
A3492	State Aid - OPWDD	73
	Total	<u>560,299</u>

Respectfully Submitted,



Robin E. O'Brien
Commissioner

CC: County Attorney
Comptroller
Budget



Oneida County

Anthony J. Picente, Jr.
County Executive

Office for the Aging & Continuing Care

Michael J. Romano
Director

120 Airline Street, Oriskany, NY 13424

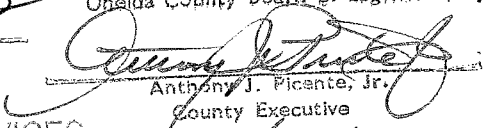
Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

October 9, 2017

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

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
FN 20 17-432

Anthony J. Picente, Jr.
County Executive
HEALTH & HUMAN SERVICES
Date 10/20/17

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Agreement between the Oneida County Office for the Aging and Continuing Care and The North Utica Senior Citizens Recreation Center, Inc. for your review and approval. If this Agreement meets with your approval please forward to the Board of Legislators for further consideration.

The purpose of this Agreement is to provide fiscal intermediary services for Oneida County's Aging Programs that include flexible consumer-directed care using budget based care plans provided by program coordinators, consumers, and caregivers. The service programs provided under these agencies are the Caregiver Support Program Emergency Respite Services, the Community Living Program (CLP), the Alzheimer's Association Respite Grant, and the Veteran's Directed Home and Community Based Services Program (VDHCBS). The total amount of this Agreement is \$213,500.00.

These programs are supported by the following funds, Federal \$106,000.00; State \$86,750.00; and County \$20,750.00 funds. This Agreement will commence on January 1, 2018 and will terminate on December 31, 2018.

I am available at your convenience to answer to any questions you might have regarding this Agreement.

Sincerely,



Michael J. Romano
Director

MJR/jc

Enclosures

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: The North Utica Senior Citizens Recreation Center, Inc.
50 Riverside Drive
Utica, New York 13502

Title of Activity or Service: Fiscal Intermediary Services

Proposed Dates of Operation: January 1, 2018 – December 31, 2018

The North Utica Senior Citizens Recreation Center, Inc. will provide fiscal intermediary services for the following programs:

Client Population/Number to be Served:

- (a) Caregiver Support Program Emergency Respite Service:**
Approximately fifty (50) clients are expected to be in need of respite services.
- (b) Community Living Program (CLP):**
Approximately forty (40) elderly and disabled individuals most at risk for Medicaid spend down and Nursing Home Placement.
- (c) Veteran's Directed Home and Community Based Services Program (VDHCBS):**
Approximately thirty (30) disabled Veterans most at risk for nursing home placement in need of community based long term care services.
- (d) Alzheimer's Associations Respite Grant:**
Approximately forty (40) scholarships are available for clients with Alzheimer's or a related disorder in need of respite services.

Summary Statements:

1) Narrative Description of Proposed Services

- (a) Caregiver Support Program Emergency Respite Services** addresses the immediate, intermittent respite needs for a caregiver and care receiver.
- (b) CLP** will provide Oneida County with the ability to develop a flexible consumer directed model of service to allow clients to remain in their community.
- (c) VDHCBS** will provide disabled Veterans with the ability to develop a flexible consumer directed model of service which will allow them to remain in the community.
- (d) Alzheimer's Association Respite Grant** will address the immediate, intermittent respite needs for caregivers and care receivers who suffer from Alzheimer's or related disorder.

2) Program/Service Objectives and Outcomes:

- (a) Caregiver Support Program Emergency Respite Services** will provide support service activities that are temporary, substitute supports or short-term living arrangements, thus allowing a brief period of relief or rest for caregivers that ultimately assist in keeping the care receiver in the community.
- (b) CLP** will link individuals with home and community based services and supports, using a budget based consumer driven plan of care, with services and goods selected by the consumer or primary caregiver.
- (c) VDHCBS** will link Veterans with home and community based services and supports, using a budget-based consumer driven plan of care, with services and goods selected by the consumer or primary caregiver.

(d) Alzheimer's Association Respite Grant will provide support services activities that are temporary, substitute supports or short-term living arrangements, thus allowing a brief period of relief or rest for caregivers of clients with Alzheimer or another related disease.

3) Program Design and Staffing: N/A

Total Funding Requested: \$213,500.00 Account # A6772.495135
A6774.495.99
A6772.495149

Oneida County Dept. Funding Recommendation: \$213,500.00

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

- Caregiver Respite Program (IIIE) (#A6772.495135) \$28,000.00
Federal: 75% (\$21,000.00) State: 0% (\$0) County: 25% (\$7,000.00)
- CLP (#A6774.49599) \$55,000.00
Federal: 0% (\$0) State: 75% (\$41,250.00) County: 25% (\$13,750.00)
- VDHCBS (#A6772.495149) \$85,000.00
Federal: 100% (\$85,000.00) State: 0% (\$0) County: 0% (0)
- Alzheimer's Association Respite Grant (#A6772.495135) \$45,500.00
Federal: 0% (\$0) State: 100% (\$45,500.00) County: 0% (\$0)

Cost Per Client Served: N/A

Past Performance Data: 2016 was the first full year this agency provided fiscal intermediary services to support the consumer-directed programs.

O.C. Department Staff Comments: BIPP Caregiver was removed for the 2018 contract.

AGREEMENT

THIS AGREEMENT, hereinafter known as "Agreement," by and between **THE NORTH UTICA SENIOR CITIZENS RECREATION CENTER, INC.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, located at 50 Riverside Drive, Utica, New York 13502, hereinafter known as "**CONTRACTOR**," and the **COUNTY OF ONEIDA**, a municipal corporation, organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501 by and through its **OFFICE FOR THE AGING AND CONTINUING CARE**, located at 120 Airline Street, Suite 201, Oriskany, New York 13424, hereinafter known as the "**COUNTY**," collectively, the "**PARTIES**."

WITNESSETH:

WHEREAS, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal AOA-Older Americans Act Title III, Title V, NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, MIPPA/SHIP, and County of Oneida funds; and

WHEREAS, the **COUNTY** has the responsibility to formally and informally monitor, assess and evaluate all programs, services and agreements funded through the **COUNTY**; and

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. TERM OF THE AGREEMENT

A. The term and conditions of this Agreement shall commence **January 1, 2018** and terminate **December 31, 2018**.

B. The **COUNTY** and the **CONTRACTOR** may negotiate this Agreement annually. Nothing herein shall be construed to indicate that the **COUNTY** is bound to renew this Agreement with the **CONTRACTOR** on an annual basis and the **COUNTY** reserves the right to seek the same or similar services from third parties.

2. SCOPE OF SERVICES

A. The **CONTRACTOR** shall utilize program funds to provide flexible consumer services as part of the consumer's individualized budget-based plan of care created by the **COUNTY**, specifically, the program case coordinator, in collaboration with the consumer or the consumer's primary caregiver.

B. The COUNTY shall reimburse the CONTRACTOR with total payments not to exceed Two Hundred Thirteen Thousand Five Hundred dollars (\$213,500.00). The breakdown of program funding will be as follows:

PROGRAM

•Caregiver Support Program Emergency Respite Services (IIIE)	\$28,000.00
•Community Living Program (EISEP/CLP)	\$55,000.00
•Veteran Directed Home and Community Based Services Program (VDHCBS)	\$85,000.00
•Alzheimer's Association Respite Grant	\$45,500.00
TOTAL	\$213,500.00

C. The COUNTY funds are contingent upon availability of Federal, State, and County of Oneida funding. The COUNTY shall reimburse the CONTRACTOR a maximum of Two Hundred Thirteen Thousand Five Hundred dollars (\$213,500.00) of which \$192,150.00 shall be for direct services and \$21,350.00 for program administration. Reimbursement shall be payable as detailed in the Oneida County Office for the Aging Voucher Instructions For Units of Services Contracts, attached hereto as APPENDIX C. The payment schedule will be as follows:

<u>DATE</u>	<u>PAYMENT AMOUNT</u>
• January 1, 2018	\$53,375.00
• April 1, 2018	\$53,375.00
• July 1, 2018	\$53,375.00
• October 1, 2018	\$53,375.00

D. Unused Caregiver Support Program Emergency Respite Services funds are allowed to be carried over from one fiscal year to the next and utilized for the Respite Scholarship Fund Program functions.

E. The COUNTY shall not be liable for any late fees for any interest in late payments.

F. The obligations of the PARTIES hereunder are conditioned upon the continued availability of New York State, Federal and COUNTY funds for the purpose set forth in this Agreement. Should funds become unavailable or should appropriate New York State, Federal, and/or COUNTY officials fail to approve sufficient funds for completion of the services set forth in this Agreement, the COUNTY shall have the option to immediately terminate this Agreement upon providing written notice to the CONTRACTOR by certified mail. In such an event, the COUNTY 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 COUNTY be responsible for any actual or consequential damages as a result of termination.

D. The **CONTRACTOR** acknowledges and agrees that neither **CONTRACTOR**, nor its Assistants shall be eligible for any **COUNTY** employee benefits, including retirement membership credits.

E. The **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to **CONTRACTOR** or its Assistants under this Agreement, and for compliance with all applicable labor and employments requirements with respect to **CONTRACTOR'S** self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The **COUNTY** shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers compensation, disability insurance or social security insurance (FICA). The **CONTRACTOR** shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

F. The **CONTRACTOR** shall indemnify and hold the **COUNTY** harmless from all loss or liability incurred by the **COUNTY** as a result of the **COUNTY** not making such payments or withholdings.

G. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the **CONTRACTOR'S** Independent Contractor status, it is agreed that both the **COUNTY** and the **CONTRACTOR** shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

H. The **CONTRACTOR** shall comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

7. SUBCONTRACTS

A. A subcontractor is a person and/or entity who has an agreement with the **CONTRACTOR** to perform any of the services stated herein.

B. The **CONTRACTOR** shall furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the services. The **COUNTY** shall be provided a copy of any and all agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the services within ten (10) days of their final execution.

C. Any agreements between the **CONTRACTOR** and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

8. NON ASSIGNMENT CLAUSE

Standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

1. Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination);
2. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92];
3. Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.);
4. Older Americans Act;
5. Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency);
6. Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.);
7. Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors);
8. Equal Access to Services and Targeting Policy (12-PI-08);
9. Elder Law.

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, shall provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the **COUNTY** for providing services to the above groups within Oneida County. The **CONTRACTOR** shall concentrate the services on older adults in the targeted populations identified by the AAA following the methods the **COUNTY** has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

C. The **CONTRACTOR** shall inform persons with LEP of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The **CONTRACTOR** shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent that the Agreement with the **COUNTY** is for a program or service funded under the Area Plan, the **CONTRACTOR** agrees that it and any subcontractors shall perform such

G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has been a **CONTRACTOR** for two (2) years or more; a copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.

I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when the Agreement is terminated.

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the Code of Federal Regulations 45-74, as amended in 1980.

13. **INDEMNIFICATION**

A. The obligations of the **CONTRACTOR** under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

B. The **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the services of the **CONTRACTOR** and its agents, servants, employees, independent contractors, volunteers or partners and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

C. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its agents, servants, employees, independent contractors, volunteers or partners or to any other persons or damage to any property sustained during its operations and services under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its officers, trustees, agents, servants, volunteers, independent subcontractors. The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its agents, servants, employees, independent contractors, volunteers or partners whether due to the negligence, fault or default of the **CONTRACTOR** or not.

14. **INSURANCE COVERAGE REQUIREMENTS**

A. As part of its obligation to indemnify, defend, and hold harmless the **COUNTY**, its agents, servants, employees, independent contractors, volunteers or partners, as set forth above, the

added to said insurance policies as a named additional insured, on a primary and non-contributory basis.

G. Excess/Umbrella Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Umbrella/Excess Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than One Million Dollars (\$1,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability, and Employers Liability maintained by the **COUNTY**.

H. Professional Liability Insurance: The **CONTRACTOR** shall, during the term of this Agreement maintain a professional liability policy and shall provide the **COUNTY** with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate.

I. Workers' Compensation and Employers Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Workers' Compensation Law at statutory New York limits.

J. The **CONTRACTOR** shall require any subcontractor(s) to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the above Insurance Coverage Requirements paragraphs.

K. Payment(s) to the **CONTRACTOR** may be suspended in the event that the **CONTRACTOR** and its subcontractors, if any, fail to provide the required insurance documentation in a timely manner.

L. Waiver of Subrogation: **CONTRACTOR** waives all rights against the **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Business Auto Liability or Workers' Compensation and Employers Liability Insurance maintained per requirements stated above.

15. REPORTING REQUIREMENTS

A. The **COUNTY** shall, pursuant to the requirements of CSEP/ III-E funded programs, comply with the Definition of Services, April 2011, as established by the New York State Office for the Aging (96-PI-43).

B. The **CONTRACTOR** shall provide the **COUNTY** with required information needed to meet planning, coordination, evaluation, and reporting requirements as required by the New York State

B. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all **PARTIES**.

C. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

19. **INCORPORATION BY REFERENCE**

A. All exhibits, addenda, appendices and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

20. **STANDARD ADDENDUM**

A. The **CONTRACTOR** shall comply with the Standard Oneida County Contract Addendum which is attached hereto and made a part hereof as **APPENDIX D**.

21. **CHOICE OF LAW/FORUM**

A. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

B. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

22. **SUCCESSORS AND ASSIGNS**

A. This Agreement shall be binding on and inure to the benefit of the **PARTIES** hereto and their respective heirs, legal or personal representatives, successors, and assigns.

23. **NON WAIVER**

A. No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the **PARTIES** to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

24. **SEVERABILITY**

A. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the **PARTIES** agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the **PARTIES** agree that all other provisions shall remain valid and enforceable.

Approved:

By: _____
Maryangela Scalzo, Assistant County Attorney

_____ Date

- The **COUNTY** will complete a home assessment by a **COUNTY** case manager and/or the Caregiver Support Program Coordinator.
- The **COUNTY** will complete appropriate paperwork to determine need and eligibility including the Caregiver Assessment Form, Release of Information for care receiver, Release of Information for caregiver, Compass Assessment Form for care receiver, and Medication List for care receiver.
- Caregiver Support Program Coordinator will contact the formal contact person at the Participating Nursing Home Facilities based on client geographic location, need, and request.
- Caregiver Support Program Coordinator will provide the chosen Participating Nursing Home Facility with the care receiver's Name, Social Security Number, Date of Birth, Address, and Phone Number.
- Caregiver Support Program Coordinator will fax the following paperwork to the formal contact person at the Participating Nursing Home Facility: Compass, releases of information, and medication list.
- Caregiver Support Program Coordinator will contact the caregiver and/or the care receiver to verify the approved Respite Services and inform them of the following steps in the procedure.
- Participating Nursing Home Facility will contact caregiver and care receiver to schedule the Participating Nursing Home Facilities own assessment.
- Participating Nursing Home Facility will obtain doctor's orders for the Respite Services, if the Facility is having difficulty, the Facility can request the Caregiver Support Program Coordinator facilitate obtaining the doctor's orders by utilizing the Caregiver Support Request Form.
- Participating Nursing Home Facility will obtain and complete any other paperwork related to Respite Services as it pertains to any related regulations or individual facility policies.
- Participating Nursing Home Facility will provide Respite Services for the prior approved time at the current Medicaid rate.
- Participating Nursing Home Facility will submit a Voucher to **COUNTY**.
- Caregiver Support Program will confirm that the Respite Services was rendered by contacting the caregiver and/or care receiver.
- Caregiver Support Program will authorize the **CONTRACTOR** to submit payment to the Participating Nursing Home Facility.

APPENDIX B

ONEIDA COUNTY OFFICE FOR THE AGING Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from 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 Dissatisfaction 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, and 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.

- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):

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

10. Technical Assistance:

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

Susie Perritano, Accounting Supervisor

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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or 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 indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

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

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

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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

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

b. Establishing an 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;

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
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 County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract 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

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

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

16. Gratuities and Kickbacks.

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

but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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



REQUEST FOR PROPOSAL (RFP)

Aging Services Contract – RFP #2015-159 Oneida County Office for the Aging and Continuing Care

July 6, 2015

Applicants will submit an original and four (4) copies of their RFP package, which includes:

- ◆ Cover Page
- ◆ Standard Assurances
- ◆ Program/Service Narrative/Outcomes
- ◆ Proposed Budget

Submit completed application to: Michael J. Romano
Director
Oneida County Office for the Aging
and Continuing Care
120 Airline Street – Suite 201
Oriskany, New York 12434

Agency Name: North Utica Senior Citizens Recreation Center, Inc.

Address: 50 Riverside Drive

City/State/Zip Code: Utica, New York 13502

Contact Person: Yvonne D. McClusky Telephone: 315 – 724-2430

Federal Employer Identification Number: 16-105-9103

Service Area: Oneida County

Past Performance Data: (If applicable) Service Provider 2002 – 2015

Number of individuals served in previous year: 10,000 Cost per individual: \$102.00

Proposed services according to CAARS definitions:

Service Category	Units of Activity
1. <u>Case Management</u>	<u>To be submitted on CAARS report</u>
2. <u>Consumer Intake/Information & Assistance</u>	<u>To be submitted on CAARS report</u>
3. <u>Health Insurance Information Counseling & Assistance</u>	<u>To be submitted on CAARS report</u>
4. <u>Volunteer Transportation/Legal Services</u>	<u>To be submitted on CAARS report</u>
5. <u>Consumer Directed Care Fiscal Inter. Services</u>	<u>To be submitted on CAARS report</u>

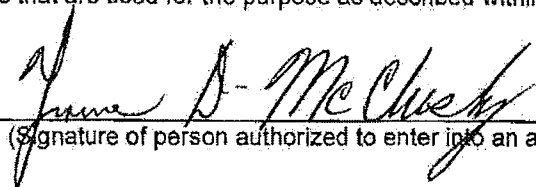
AGREEMENT

It is understood and agreed to by the applicant that:

1. This Request for Proposal (RFP) does not commit the **Oneida County Office for the Aging and Continuing Care (The "COUNTY")** to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services;
2. The **COUNTY** reserves the right to amend, modify or withdraw this RFP and to reject any proposals submitted, and may exercise such right at any time and without notice and without liability to any offer or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the offer or;
3. The **COUNTY** reserves the right to accept or reject any or all proposals, which do not completely conform to the instructions given in the RFP;
4. Submission of a proposal will be deemed to be the consent of the applicant to any inquiry made by the Office of third parties with regard to the applicant's experience or other matters relevant to the proposal;
5. Funds granted for this program/service will be used only for the conduct of the program/service approved;
6. The grant may be terminated in whole, or in part, by the **COUNTY**. Such termination shall not affect obligations incurred under the grant prior to the effective date of such termination;
7. Any significant revision of the approved program/service proposal will be requested in writing by the grantee prior to enactment of the change;
8. Progress reports will be submitted as required by the **COUNTY**. The final program and financial reports will be submitted within thirty (30) days after the program/service terminates. Necessary records and accounts, including financial and client files, will be maintained for six (6) years and made available to the **COUNTY** for audit purposes;
9. All reports, publications, etc. made as a result of this proposal will acknowledge the support provided by the Federal Administration on Aging, the New York State Office for the Aging, and the Oneida County Office for the Aging;
10. All reports and files made as a result of this proposal concerning individuals served under the program/service are confidential and such information may not be disclosed to unauthorized persons.

The applicant hereby submits this Request for Proposal (RFP) and certifies that the contents are true and correct. The applicant has read the Standard Assurance (attached), and agrees to fully comply with all applicable Federal, State and local laws, rules, regulations and program standards which affect any and all funds that are used for the purpose as described within this proposal.

Name: _____


(Signature of person authorized to enter into an agreement)

Date: August 7th, 2015

Yvonne D. McClusky – Executive Director
(Type name and title)

2. The Office for the Aging and Continuing Care has the authority and the responsibility for effective implementation and oversight of the Federal OAA Title III, Title V, Title VII, State SNAP, CSEP, and EISEP funded programs.
3. The Applicant will formally enter into written contract with Oneida County and the Office for the Aging and Continuing Care in accordance with Federal, State and Local statutes, regulations and standards.
4. The Applicant shall obtain and submit to the Oneida County Office for the Aging and Continuing Care written agreements existing between the Applicant and any subcontractor, other service provider(s), who is providing support to this RFP.
5. The Applicant shall ensure that where the State or local public jurisdictions require licensure or certification for the provision of social services, the Applicant and its subcontractors providing such services under this RFP shall be so licensed or certified. Workers delivering services must be appropriately qualified, selected, trained, and supervised.
6. The Applicant assures that it will take affirmative steps to employ persons who represent minority/ethnic groups and women.
7. The Applicant agrees to carry out contractual agreement(s), Office for the Aging and Continuing Care programs, in the Applicant's Service Area as detailed in this RFP.
8. The Applicant will specify how they will address the needs of low-income minority individuals in their Service Area. The Applicant will attempt to provide service to low income minority individuals in at least the same proportion as the population of older individuals of their Service Area.
9. The Applicant agrees to:
 - (a) serve any senior citizen (age 60 and older), and ensure equal access for participation, services, activities, and informational sessions without regard to race, color, religion, gender, sexual orientation, national origin, or partisan affiliation;
 - (b) ensure that any services to be provided under this RFP shall be secular in nature and scope, and in no event shall there be any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services; refrain from using funds to advance any sectarian effort.
 - (c) refrain from using funds to advance any partisan candidate or effort; however, the Applicant shall ensure that candidates have equal access to information and activities regardless of policy views or party affiliation;
 - (d) prevent the use of official authority, influence or coercion to interfere with or affect elections or nominations for political office;
 - (e) ensure no coercion or advice to other persons to contribute anything of value to party, committee, organization, agency, or person for political purposes, nor engage in any other partisan activities under its auspices.
 - (f) monitor, evaluate and comment on all policies, programs, hearings and other community actions which will affect the elderly;
 - (g) identify, assess, and implement activities involved in the prevention and treatment of elder abuse as it may relate to the Applicant's services.

FISCAL ASSURANCES

1. The Applicant understands and agrees that the contracted funds are contingent upon the availability of Federal, State and Local funds, and that the agreement may also be contingent on the Oneida County Board of Legislators' approval of the award.
2. The Applicant understands and agrees that it will apply only for funds which are necessary to meet specific needs of older persons beyond what would have been provided if it were not for this RFP, and that no funds will be awarded which cannot be effectively utilized within the program period.
3. The Applicant agrees to establish and maintain appropriate programmatic and fiscal records for the programs included under this RFP. Such records must be retained for six years after final payment is made. The Oneida County Comptroller or his authorized representative, the staff of the Office for the Aging and Continuing Care, shall have access to and right to examine all books, documents, and all pertinent materials of the applicant related to the programs included under this RFP.
4. The Office for the Aging and Continuing Care shall provide technical assistance to all contractors as requested. The Office for the Aging shall monitor and assess all contractors. The Office for the Aging will conduct at least one on-site monitoring within each program year. Such monitoring shall include ensuring that contractors comply with all applicable statutes, regulations, policies, and standards including the non-discrimination requirements in their provision of services to the client population.
5. The Applicant will keep and maintain all required records and make such reports in such form and containing such information as may be required by the Oneida County Office for the Aging and Continuing Care. The Applicant will maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the Office for the Aging and Continuing Care and the nature and amount of all expenditures claimed against such funds.
6. Expenditures will only be made for authorized items of expense contained in the budget section of the approved RFP. If and when expenditures for other than authorized items (e.g. equipment, personnel or subcontractor items not previously budgeted) become necessary, the Applicant will request approval, in writing, from the Office, and await Office for the Aging's approval before incurring such expenditures. Also, if costs for an individual budget category exceed the budgeted amount by more than 10%, a budget modification must be approved in writing from the Office before these costs will be reimbursed.
7. The Applicant will file claims for all payments on a timely basis in accordance with procedures established by the Oneida County Office for the Aging and Continuing Care. The Applicant will maintain and submit all supporting documentation for all vouchers.
8. The Applicant agrees to comply with all Office for the Aging policies and procedures related to contributions made by or on behalf of the participants.
9. The Applicant assures that it will submit to the Office for the Aging and Continuing Care the necessary documentation for changes, additions, or deletions to this RFP.

DESCRIPTION OF SERVICES AND PROGRAMS

Overview

Oneida County Office for the Aging and Continuing Care is the single point of entry for individuals requiring services. As a designated Area Agency on Aging, Oneida County Office for the Aging and Continuing Care serves an active caseload of approximately 2,000 clients; each with one or more in home services. It is the responsibility of the Area Agency on Aging to provide information, assistance, in-home assessments and care planning activities. Currently, service provision is provided through both Oneida County Office for the Aging and Continuing Care direct services and sub-contracted agencies. Referrals come to the office through consumer calls, hospital discharge planners, and other area human service agencies. The selected provider of community based aging services will be responsible for receiving referrals and supplying in home visits, psycho-social, needs assessments, information and assistance, care planning and case assistance. The selected provider will also make the necessary referrals to needed services and brokerage case management with regular reassessment of client status.

Mission Statement

Serve as **lead agency** for the planning and development of coordinated systems for the delivery of home and community-based services for older adults, disabled, families and caregivers;

Provide **access** to programs and services that will meet the need of vulnerable individuals
Advocate on behalf of older people, special minorities and those in greatest economic and social need for preventative programs and services that will promote a quality of life and enhance or maintain wellness, health functioning and independent living in the community.

Achieve **positive outcomes** for older adults, disabled, families and caregivers through arrangements with community agencies for a continuum of home and community based long term care services;

Collaborate with public and private organizations to form partnerships which leverage resources that will improve and expand programs and services for older adults, disabled, families and caregivers; and

Seek **non-traditional sources of funding to enhance** services and programs in the community.

Program Descriptions

A. Consumer Intake/Screening/Information and Assistance (NY Connects):

Calls received and referrals are taken by NYCONNECTS Long Term Care Specialists. Information, assistance, intake/prescreening is performed by NYCONNECTS staff. Assignment of referrals to Oneida County Office for the Aging and Continuing Care geographic teams for home visits, when needed, is also part of the Intake Process.

Oneida County Office for Aging and Continuing Care is part of a statewide initiative known as NYCONNECTS. It is part of a statewide system of access to information. Office for the Aging and Continuing Care has always been a point of contact for seniors and disabled persons, regardless of income for information on benefits and services. This expanded concept now charges Oneida County Office for Aging and Continuing Care to reach out to the families and individuals who may be in need of long term care services to promote a greater level of self direction.

Current Staffing:

One (1) full-time Senior Program Coordinator
One (1) full-time Long Term Care Specialist
Three (3) full-time Long Term Care Associates

D. Volunteer Transportation

Rides are provided by volunteers for individuals needing transportation and escort for medical appointments. Transportation and escort services are provided on a voluntary basis. Staff also provides information and assistance on other available public and private transportation services.

E. Legal Services:

Legal outreach services for low income, older adults who are unable to obtain legal services for their own attorney. Priority services include estate planning, health care proxy and landlord tenant issues.

F. Senior Evidenced-Based Health Promotion Program:

Health education and preventive activities designed for older adults. The Senior Health Promotion Program coordinates with Oneida County Health Department and senior centers throughout the community. Outreach and promotion/prevention activities are also performed at community events and health fairs.

G. Volunteer Bill Payer Program:

Assistance with monthly bill paying by trained volunteers. Oneida County Office for the Aging and Continuing Care assesses the need and makes referrals to Volunteer Bill Payers. This program assists older adults who are unable to perform routine monthly handling of their bill paying activities.

H. Health Insurance, Information, Counseling and Assistance:

Counseling and information assistance for Medicare, Medicaid, Medigap and Long Term Care Insurance, and other health insurance coverage. HIICAP provides training for Oneida County Office for the Aging and Continuing Care case management staff to better assist their clients. Public presentations and education for Medicare beneficiaries are also provided through HIICAP. This program also recruits and trains volunteer counselors to perform HIICAP services.

Service Area:

County of Oneida-Geographic location assigned by Oneida County Office for the Aging and Continuing Care designated supervisor.

Current Staffing:

One (1) full-time Program Coordinator
One (1) full-time HIICAP Counselor
One (1) part-time HIICAP Counselor

I. Consumer Directed Care Fiscal Intermediary Services

A non-profit agency that serves as a Fiscal Intermediary for individuals and caregivers receiving services through the Expanded In-Home Services for the Elderly Program (EISEP); Community Living Program (CLP); Veteran's Directed Home and Community Based Services Program (VDHCBS); and Caregiver Respite. The Fiscal Intermediary coordinates closely with the Oneida County Office for the Aging and Continuing Care Program Coordinator to establish consumer driven plans of care, budget based care plans, agreements with consumer's providers of choice to ensure the delivery of individual consumer driven care plans. The Fiscal Intermediary reimburses providers in a timely manner for services approved by the Oneida County Office for the Aging and Continuing Care Program Coordinator.

elder abuse assessment. The elder abuse coordinator will work with law enforcement and other appropriate community agencies to insure the system provides the maximum outcome, based on the relief the elder abuse client is seeking. To this end, the elder abuse coordinator will insure documentation of all elder abuse related activities are per a standard that would be upheld in court. The elder abuse coordinator will promote awareness and provide information through workshops, conferences and seminars to help in the identification and prevention of elder abuse. The elder abuse coordinator will also facilitate the Elder Abuse Coalition. The goals of the coalition are zero tolerance for elder abuse in Oneida County, ongoing training and education, and self-autonomy and independence for seniors. The partners in the coalition will include: the District Attorney's office, Legal Aid, Sheriff's Department, Department of Mental Health, and the Department of Social Services Adult Protective.

Consumer Intake/Screening/Information and Assistance (NY Connects) program coordinator, long term care specialists, and long term care associates will be the first contact with the community, including clients who are elderly and/or disabled, that are seeking information and access to long term services, for the purpose of remaining in the community rather than institutional placement. The coordinator, specialists, and associates will assist clients directly by assessing and screening clients primarily over the phone, utilizing a comprehensive and current resource listing of long-term care services, programs, and providers in Oneida County. The coordinator, specialists, and associates will be instrumental in the functions of creating, maintaining, and adding to the resource listing. The work performed will follow the milestones and standards as set forth by New York State Office for the Aging and Continuing Care and the New York State Department of Health.

The Health and Insurance Information Counseling and Assistance Program staff (HIICAP) coordinator and counselors, counsel Medicare beneficiaries on issues of eligibility, claims filing, benefits and spousal protections, Medicare supplement insurance policy coverage, long term care planning, other types of health insurance, and NYS EPIC program. The HIICAP staff provides training for OFA/OCC case management staff to better assist their clients. Public presentations and education for Medicare beneficiaries are also provided through HIICAP. This program also recruits and trains volunteer counselors to perform HIICAP services. The HIICAP program maintains a private office at the center complete with computers, phones, copier, fax capability, and internet/WiFi access. This location, and another off-site location at the Ava Dorfman Center in Rome, New York, provide seniors with central locations for seeking help with insurance issues.

The center is also the perfect venue for state wide HIICAP training conferences prior to the start of open enrollment. The center is located in central New York, right off the thruway exit, has a room large enough to comfortably accommodate 150 people, ample parking, a wireless microphone set up, and WiFi perfect for power point presentations. The center also is the perfect place for workshops, outreach and presentations.

Legal Services and Volunteer transportation provide legal outreach services for low income, older adults who are unable to obtain legal services. Priority services will include estate planning, health care proxies, and landlord/tenant issues. Rides are provided by volunteers for individuals needing transportation and escort for medical appointments.

insurance, provides outreach to our membership through – Primetime magazine, information seminars provided by case managers and counselors, and a standing timeframe of 11am – 12 noon on the first Tuesday of every month, to meet with members and address available services, preventative programs, applications they may need help completing, and other issues that may arise. This is a great place to reach out to vulnerable individuals in Oneida County needing assistance, as they feel comfortable here. The center will continue to work closely with OFA/OCC supervisors to insure employees are qualified and experienced in providing client services to both rural and urban frail elderly individuals, and familiar with OFA/OCC aging services. Having employees located at the OFA/OCC offices allows them access to supervisors, computer programs and files to insure case tracking, proper follow, and client confidentiality.

STAFFING PATTERN, TRAINING, AND SUPERVISION

The staffing pattern for this proposal will have the case managers, case aides, program coordinators, long term care specialists and associates working under the direction of OFA/OCC supervisors and Executive Director. Whenever a position becomes open, the center will advertise the position acknowledging that the center is an EOE. All applicants will be familiar with Oneida County and will have the necessary credentials to provide quality services to the frail and elderly population of Oneida County. Because case managers go into the homes of this vulnerable population, the center will have background checks done on employees to insure clients we are taking all precautions on their behalf.

The center will be responsible for all related Human Resource items – payroll, provision of health insurance (comparable to county health plans), workers' compensation and disability insurance, mileage reimbursement (at current county rate), and registration and payment for training/conference attendance. The center will maintain employee time banks (mirroring county time accrual and paid holidays). Employees will have option of payment by live check or direct deposit. The center will provide employee handbooks mirroring county policies on dress code, work day start and end times, a drug free workplace policy, job descriptions, and a code of conduct expected of all employees. Orientation for new employees will stress the importance of business conduct when in a client's home (boundaries – where you are their case manager, not someone they have over for dinner, etc.). The importance of confidentiality in the workplace. The center will provide employees with an Employee Assistance Program (EAP) to help them during any personal crisis that may befall them. The center will be responsible for submission of vouchers on program expenses to OFA/OCC in a timely fashion after each month ends. The center will keep records on each employee that will be readily accessible for audit by OFA/OCC with or without advance notice. These records will be kept and maintained for a period of at least six years. The center has an independent audit of all finances done yearly to insure total compliance with all fiduciary requirements to partner agencies, government entities, school districts, banks, and the people we serve.

In order to provide a wide range of quality services to frail and elderly clients in Oneida County, it is imperative that employees are afforded regular opportunities to attend valuable trainings through seminars, workshops, and conferences. Regulations and programs change all the time. Employees need to be aware of all changes in order to be effective in their positions. The center will work closely with OFA/OCC in scheduling employees to attend trainings that will

PROGRAM/SERVICE PLAN OUTCOMES

1. Outcome – To effectively serve clients in Oneida County

Performance target – Client develops rapport with case manager

Performance target – Client consents to home delivered meals, if able consents to eating meals at congregate dining site 2 times/week.

Performance target – Client participates in health screening/fairs taking a proactive approach to maintain health and wellness.

Performance target – Client's socialization skills increase through interaction at dining site/center activities.

2. Outcome – To increase community awareness of services through public information.

Performance target – Increase in referrals from other agencies through community Awareness of services offered.

Performance target – Larger audiences at seminars or workshops where information is being disseminated.

Performance target – Clients returning for additional services through knowledge gained From information provided.

3. Outcome – To increase self-sufficiency of the client through care planning.

Performance target – Follow up visits show progress in client's ability to live Independently.

Performance target – Client exhibits motivation to leave the house for socialization.

Performance target – Client is willing to engage in new programs (increase knowledge and improve general health and wellness).

Contract Period: 1/1/2016 - 12/31/16

1. PERSONNEL	ANNUAL SALARY	%TO	ADMIN	%	DIRECT SERVICE
Title: CDSMP Coordinator					
Name: Carol Nettleton	\$26,650	10%	\$2,665	90	\$23,985
Title: Community Service Coord.					
Name: Liz Stachow	\$34,986	10%	\$3,499	90	\$31,487
Title: Senior Program Coord.					
Name: Todd Stokes	\$31,634	10%	\$3,163	90	\$28,471
Title: Veteran's Outreach Coord.					
Name: Dale Hartnett	\$28,281	10%	\$2,828	90	\$25,453
Title: Elder Abuse Coordinator					
Kristin Palmer	\$30,339	10%	\$3,034	90	\$27,305
Title: Supervisor					
Joseph Salvamini	\$38,066	10%	\$3,807	90	\$34,259
Title: I & A Coordinator					
Dan Percy	\$28,158	10%	\$2,816	90	\$25,342
Title: Legal, Transportation					
Vacant	\$35,903	10%	\$3,590	90	\$32,313
Title: Case Manager					
Angel Woolheater	\$21,913	10%	\$2,191	90	\$19,722
TOTAL PERSONNEL	\$275,930	10%	\$27,953	90	\$248,337

Contract Period: 1/1/2016 - 12/31/2016

1. PERSONNEL	ANNUAL SALARY	%TO	ADMIN	%	DIRECT	SERVICE
Title: Hiicap Asst. Coordinator						
Name: Joan Garbarino-Hyde	\$25,899	10%	\$2,590	90	\$23,309	
Title: Hiicap Counselor						
Name: Bonnie Natarelli	\$21,913	10%	\$2,191	90	\$19,722	
Title: P/T Hiicap Counselor						
Name: Gail Hartwell	\$16,310	10%	\$1,631	90	\$14,679	
Title: Program Admin. Assistant						
Name: Melanie Collandra	\$28,715	10%	\$2,872	90	\$25,843	
Title: Admin. Case Aide						
Name: Karleen Markowicz	\$11,579	10%	\$1,158	90	\$10,421	
Title: Case Aide						
Name: Diana Davis	\$21,511	10%	\$2,151	90	\$19,360	
Title: Fiscal Case Aide						
Name: Lisa Houghmaster	\$20,226	10%	\$2,023	90	\$18,203	
Title: LTC Associate						
Name: Monica Benton	\$20,000	10%	\$2,000	90	\$18,000	
Title: LTC Associate						
Name: Susanne Town	\$20,000	10%	\$2,000	90	\$18,000	
TOTAL PERSONNEL	\$186,153	10%	\$18,616	90	\$167,537	

Contract Period: /1/2016 - 12/31/2016

2. FRINGE BENEFITS:				
Composite Percentage: <u>.29</u>				TOTAL \$207,632
3. Consultants:				
Consultant (List Name & Title for each entry)	Type of Service	Unit Cost (Rate/Hour)	No. of Units (Hour/Session)	Amount
Name:				
Title:				
Name:				
Title:				
TOTAL				\$0
4. Equipment: (List only items having a unit cost of \$300 or more. For all equipment rentals, attach copy of agreement.)				
Item And Description (Unit Cost of \$300 or More)	Quantity	Unit Purchase Price	Annual Unit Rental Price	Amount Chargeable to Program
Briefly describe equipment items with a unit cost of less than \$300.				
TOTAL				\$0
4. Travel (Staff)				
Mileage <u>\$36,000</u>	@	current rate <u>57.5 cents</u> per mile	for <u>20,700</u> Miles	
Tolls & Parking <u>\$0.00</u>				
Public Transportation <u>\$0.00</u>				
Volunteer Mileage <u>\$0</u>				
TOTAL				\$36,000
NOTE: See "Other Expenses" for Conferences, Seminars & Training.				

Contractor: North Utica Senior Citizens Recreation Center, Inc.

Contract Period: 1/1/2016 - 12/31/2016

9. Other Expenses: (List specific items and costs.)			
Insurances: w.comp, disability, liability			
Insurance	\$33,169	Medical Exams	\$0
Bonding	\$0	Photocopying	\$3,734 copier lease
Equip, Maint. & Repair	\$0	Rubbish Removal	\$2,045 trash/shredding
Vehicle Maint. & Repair	\$0	Data Processing	\$0
Conferences, Seminars & Training	\$1,800	Other (specify below):	
Membership & Subscriptions	\$0	Payroll/H.R. expenses	\$6,350
Audit	\$5,000	on-site HIICAP office	\$3,600
			TOTAL
			\$55,698
10. Subcontractors: (List each contract and cost; attach subcontractor budget necessary.)			
Name			
Veteran's Administration	\$75,000		
Greater Mohawk Valley Community Elder Wellness Council	\$55,000		
Alzheimer's Association	\$24,000		
			TOTAL
			\$154,000
12. Anticipated Income:			
A.	Source	Amount	
1)	Donations-Contributions		
2)		\$	
3)		\$	
4)		\$	
5)		\$	
6)		\$	
B.	Total Income(lines 1-6)		
C.	Less Income used as matching funds		
			TOTAL (3 minus 4)
			\$0
13. OFA Funds Requested:			
			TOTAL
			\$1,118,655
14. Provider Funds:			
	Source:	Amount	
	North Utica Senior Citizens Recreation Center, Inc.		
	In-kind cash contribution	\$53,898.00	
	*9. other expenses - total - \$1,800.00 training costs.	\$	
		\$	
	Plus: Income used as Matching funds(item 12C)		
			TOTAL
			\$53,898

**George Penree
Board President**



**Yvonne D. McClusky
Executive Director**

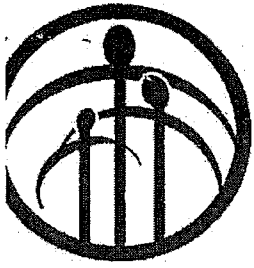
A Place Where Generations Gather, Learn and Grow Together

**50 Riverside Dr. Utica, NY 13502
(315) 724-2430 Phone
(315) 724-2431 Fax**

BUDGET PROPOSAL INSURANCE COSTS

The following insurances and their annual costs are listed on page 5 of the budget proposal.

Workmen's Compensation – carrier – NYSIF –	\$20,163.75
Disability insurance – carrier – Shelter Point –	\$ 2,725.10
Liability insurance – carrier – Philadelphia Insurance Co. –	\$10,280.58
Total:	\$33,169.43



NORTH UTICA SENIOR CITIZENS COMMUNITY CENTER

A Place Where Generations Gather, Learn and Grow Together

MISSION STATEMENT

THE MISSION OF THE NORTH UTICA SENIOR CITIZEN COMMUNITY CENTER, INC. IS TO PROVIDE INTERGENERATIONAL PROGRAMS AND SERVICES, SUCH AS RECREATIONAL, EDUCATIONAL, CULTURAL, SOCIAL, AND WELLNESS TO SENIORS, CHILDREN AND TEENS IN THE GREATER UTICA AREA; AND TO ENCOURAGE THEIR ACTIVE PARTICIPATION IN THE PLANNING AND CONDUCTING OF THESE ACTIVITIES, THEREBY ENRICHING THEIR QUALITY OF LIFE.

The North Utica Senior Citizens Community Center, Inc. is a non-profit organization with 501c. 3 status.

**A PLACE WHERE GENERATIONS GATHER, LEARN,
AND GROW TOGETHER**



Oneida County

Anthony J. Picente, Jr.
County Executive

Office for the Aging & Continuing Care

Michael J. Romano
Director

120 Airline Street-Suite 201 Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail. ofa@oogov.net

October 10, 2017

FN 20 17-433

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

HEALTH & HUMAN SERVICES

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

[Signature]
Anthony J. Picente, Jr.
County Executive

WAYS & MEANS

Date 11/20/17

Dear Mr. Picente:

I am submitting the following Contract Agreement between the Oneida County Office for the Aging and Continuing Care and Community Wellness Partners, Inc. through its affiliate The Lutheran Home of Central New York, Inc., for your review and approval. If this Agreement meets with your approval, please forward to the Board of Legislators for further consideration.

This Agreement is for the provision of Social Adult Day Services. This Agreement will continue to provide community based long term care services to the frail and elderly, and assist older consumers to delay or divert nursing home placement. The total amount of this Agreement is \$68,000.00, with 75% State (\$51,000.00) and 25% (\$17,000.00) County funds. This contract commences January 1, 2018 and terminates December 31, 2018.

I am available at your convenience to answer any questions you may have regarding this Agreement.

Sincerely,

[Signature]

Michael J. Romano
Director

MJR/jc

Enclosure

Oneida Co. Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: **Community Wellness Partners, Inc.,**
through its affiliate
The Lutheran Home of Central New York, Inc.
108 Utica Road
Clinton, New York 13323

Title of Activity or Service: Social Adult Day Services

Proposed Dates of Operation: **January 1, 2018 through December 31, 2018**

Client Population/Number to be Served: Frail elderly age 60+ with functional impairment.

Summary Statements:

1) Narrative Description of Proposed Services

Social Model Adult Day Services is a structured five-hour, five-day a week adult day care that serves frail elderly individuals in a supervised group setting. The program is in compliance with the New York State Regulations for Social Adult Day Care. Eligible participants must be age 60 or older and functionally impaired, needing assistance in at least one of the following activities of daily living: toileting, mobility, transferring and eating; or needing supervision due to cognitive and /or psycho-social impairment. Services include a noon meal and transportation to and from the program

2) Program/Service Objectives and Outcomes:

- To provide 5-hour per weekday adult day care programming
- To provide noon meal and transportation
- To provide services that include socialization, supervision and monitoring, personal care, nutrition, and other appropriate activities
- To provide maintenance and enhancement of daily living skills, caregiver assistance, and transportation.

3) Program Design and Staffing

Each adult day service provider will serve OFA authorized participants with a structured 5-hour program that meets the NY State regulations. Each site will have a coordinator and sufficient staff, both paid and volunteer, to supervise participants in a safe environment, and the staff will provide appropriate activities and therapies that will enhance the participant's general wellbeing.

Total Funding Requested: **\$ 68,000.00** **Account #: A6772.495.116**

Oneida County Dept. Funding Recommendation: **\$68,000.00**

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

Federal: 0% (\$0) State: 75% (\$51,000.00) County: 25% (\$17,000.00)

Cost Per Client Served: **\$60.00 per client per five-hour day**

Past Performance Data: **The program has provided social adult day care since 1984.**

O.C. Department Staff Comments: Contractor monitored regularly for compliance. All Federal, State, and local program standards set forth by NYSOFA and Oneida County OFA/OCC are met.



REQUEST FOR PROPOSAL (RFP)

**Aging Services Contract – RFP #2015-159
Oneida County Office for the Aging and Continuing Care**

July 6, 2015

Applicants will submit an original and four (4) copies of their RFP package, which includes:

- ◆ Cover Page
- ◆ Standard Assurances
- ◆ Program/Service Narrative/Outcomes
- ◆ Proposed Budget

Submit completed application to: Michael J. Romano
 Director
 Oneida County Office for the Aging
 and Continuing Care
 120 Airline Street – Suite 201
 Oriskany, New York 12434

Agency Name: Lutheran Home of Central New York Active Day

Address: 108 Utica Road

City/State/ZipCode: Clinton, New York 13323

Contact Person: Cynthia Shepherd Telephone: 315 235-7149

Federal Employer Identification Number: 15-0543616

Service Area: The greater Utica Area including but not limited to; Utica, Clinton, New Hartford, Westmoreland, Oriskany Falls, Saugquoit, Whitesboro, and surrounding areas.

Past Performance Data: (If applicable) We have had a long history of serving OFA clients through our Active Day program. We have experience successfully completing contracts with OFA and would like to continue our partnership.

Number of individuals served in previous year: 13 Cost per individual: \$ 60 per day

Proposed services according to CAARS definitions:

Service Category	Units of Activity
1. <u>Social Model Adult Day Care Services</u>	280.00
2. Information and assistance	24.00 _____
3. _____	_____
4. _____	_____

AGREEMENT

It is understood and agreed to by the applicant that:

1. This Request for Proposal (RFP) does not commit the **Oneida County Office for the Aging and Continuing Care (The "COUNTY")** to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services;
2. The **COUNTY** reserves the right to amend, modify or withdraw this RFP and to reject any proposals submitted, and may exercise such right at any time and without notice and without liability to any offer or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the offer or;
3. The **COUNTY** reserves the right to accept or reject any or all proposals, which do not completely conform to the instructions given in the RFP;
4. Submission of a proposal will be deemed to be the consent of the applicant to any inquiry made by the Office of third parties with regard to the applicant's experience or other matters relevant to the proposal;
5. Funds granted for this program/service will be used only for the conduct of the program/service approved;
6. The grant may be terminated in whole, or in part, by the **COUNTY**. Such termination shall not affect obligations incurred under the grant prior to the effective date of such termination;
7. Any significant revision of the approved program/service proposal will be requested in writing by the grantee prior to enactment of the change;
8. Progress reports will be submitted as required by the **COUNTY**. The final program and financial reports will be submitted within thirty (30) days after the program/service terminates. Necessary records and accounts, including financial and client files, will be maintained for six (6) years and made available to the **COUNTY** for audit purposes;
9. All reports, publications, etc. made as a result of this proposal will acknowledge the support provided by the Federal Administration on Aging, the New York State Office for the Aging, and the Oneida County Office for the Aging;
10. All reports and files made as a result of this proposal concerning individuals served under the program/service are confidential and such information may not be disclosed to unauthorized persons.

The applicant hereby submits this Request for Proposal (RFP) and certifies that the contents are true and correct. The applicant has read the Standard Assurance (attached), and agrees to fully comply with all applicable Federal, State and local laws, rules, regulations and program standards which affect any and all funds that are used for the purpose as described within this proposal.

Name: Michele Kahl Date: 8-13-15
(Signature of person authorized to enter into an agreement)

(Type name and title)

STANDARD ASSURANCES

1. The Applicant agrees to comply with all applicable Federal, State, and Local laws, regulations, and program standards which affect any funds, (including matching funds and program income) used for programs described in this RFP, including but not limited to the following:

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
45 CFR Part 93 (New Restrictions on Lobbying)
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19 - J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

2. The Office for the Aging and Continuing Care has the authority and the responsibility for effective implementation and oversight of the Federal OAA Title III, Title V, Title VII, State SNAP, CSEP, and EISEP funded programs.
3. The Applicant will formally enter into written contract with Oneida County and the Office for the Aging and Continuing Care in accordance with Federal, State and Local statutes, regulations and standards.
4. The Applicant shall obtain and submit to the Oneida County Office for the Aging and Continuing Care written agreements existing between the Applicant and any subcontractor, other service provider(s), who is providing support to this RFP.
5. The Applicant shall ensure that where the State or local public jurisdictions require licensure or certification for the provision of social services, the Applicant and its subcontractors providing such services under this RFP shall be so licensed or certified. Workers delivering services must be appropriately qualified, selected, trained, and supervised.
6. The Applicant assures that it will take affirmative steps to employ persons who represent minority/ethnic groups and women.
7. The Applicant agrees to carry out contractual agreement(s), Office for the Aging and Continuing Care programs, in the Applicant's Service Area as detailed in this RFP.
8. The Applicant will specify how they will address the needs of low-income minority individuals in their Service Area. The Applicant will attempt to provide service to low income minority individuals in at least the same proportion as the population of older individuals of their Service Area.
9. The Applicant agrees to:
 - (a) serve any senior citizen (age 60 and older), and ensure equal access for participation, services, activities, and informational sessions without regard to race, color, religion, gender, sexual orientation, national origin, or partisan affiliation;
 - (b) ensure that any services to be provided under this RFP shall be secular in nature and scope, and in no event shall there be any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services; refrain from using funds to advance any sectarian effort.
 - (c) refrain from using funds to advance any partisan candidate or effort; however, the Applicant shall ensure that candidates have equal access to information and activities regardless of policy views or party affiliation;
 - (d) prevent the use of official authority, influence or coercion to interfere with or affect elections or nominations for political office;
 - (e) ensure no coercion or advice to other persons to contribute anything of value to party, committee, organization, agency, or person for political purposes, nor engage in any other partisan activities under its auspices.
 - (f) monitor, evaluate and comment on all policies, programs, hearings and other community actions which will affect the elderly;
 - (g) identify, assess, and implement activities involved in the prevention and treatment of elder abuse as it may relate to the Applicant's services.

10. The Applicant assures that those to be served under this RFP are not eligible to receive the same or similar services under Titles XVIII, XIX or XX of the Federal Social Security Act and are not residents of adult residential care facilities who are receiving or are entitled by law to receive the same or substantially similar services from that facility, except that the Office for the Aging and Continuing Care may provide or arrange for the provision of services, to such individuals if the Applicant has in effect an agreement providing for reimbursement from the appropriate funding source for services so provided to individuals eligible for assistance from such other source.
11. The Applicant agrees to comply with all reporting requirements as set forth by the Oneida County Office for the Aging and Continuing Care and agrees to attend required training programs as specified by the Office for the Aging and Continuing Care.
12. The Applicant will provide for a continuing program of public information specifically designed to assure that information about programs and activities carried out under this RFP is effectively and appropriately promulgated throughout Oneida County. The Applicant will provide information to the public upon request. Where appropriate, the Applicant shall make public information available in languages native to the client populations. Public information shall also be made accessible to persons with disabilities.
13. The Applicant agrees that any program, public information materials, or other printed or published materials on the work of or funded by this RFP will give due recognition to the Oneida County Office for the Aging and Continuing Care and the New York State Office for the Aging.
14. Any contractor doing business from a location within Oneida and Herkimer counties shall be required, pursuant to Oneida County Board of Legislators Resolution No. 249 of May 29, 1999, 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 the contract by contractor and any subcontractors.

FISCAL ASSURANCES

1. The Applicant understands and agrees that the contracted funds are contingent upon the availability of Federal, State and Local funds, and that the agreement may also be contingent on the Oneida County Board of Legislators' approval of the award.
2. The Applicant understands and agrees that it will apply only for funds which are necessary to meet specific needs of older persons beyond what would have been provided if it were not for this RFP, and that no funds will be awarded which cannot be effectively utilized within the program period.
3. The Applicant agrees to establish and maintain appropriate programmatic and fiscal records for the programs included under this RFP. Such records must be retained for six years after final payment is made. The Oneida County Comptroller or his authorized representative, the staff of the Office for the Aging and Continuing Care, shall have access to and right to examine all books, documents, and all pertinent materials of the applicant related to the programs included under this RFP.
4. The Office for the Aging and Continuing Care shall provide technical assistance to all contractors as requested. The Office for the Aging shall monitor and assess all contractors. The Office for the Aging will conduct at least one on-site monitoring within each program year. Such monitoring shall include ensuring that contractors comply with all applicable statutes, regulations, policies, and standards including the non-discrimination requirements in their provision of services to the client population.
5. The Applicant will keep and maintain all required records and make such reports in such form and containing such information as may be required by the Oneida County Office for the Aging and Continuing Care. The Applicant will maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the Office for the Aging and Continuing Care and the nature and amount of all expenditures claimed against such funds.
6. Expenditures will only be made for authorized items of expense contained in the budget section of the approved RFP. If and when expenditures for other than authorized items (e.g. equipment, personnel or subcontractor items not previously budgeted) become necessary, the Applicant will request approval, in writing, from the Office, and await Office for the Aging's approval before incurring such expenditures. Also, if costs for an individual budget category exceed the budgeted amount by more than 10%, a budget modification must be approved in writing from the Office before these costs will be reimbursed.
7. The Applicant will file claims for all payments on a timely basis in accordance with procedures established by the Oneida County Office for the Aging and Continuing Care. The Applicant will maintain and submit all supporting documentation for all vouchers.
8. The Applicant agrees to comply with all Office for the Aging policies and procedures related to contributions made by or on behalf of the participants.
9. The Applicant assures that it will submit to the Office for the Aging and Continuing Care the necessary documentation for changes, additions, or deletions to this RFP.

PROGRAM SERVICE PLAN NARRATIVE

After carefully reading the Program Summary and Standard Assurances, provide concise and detailed information regarding your proposed program/service using the four (4) areas listed below. Narrative length should be a maximum of five (5) pages plus attachments.

1. PROGRAM/SERVICE PLAN

- a) Provide concise and detailed information regarding your proposed program/service plan.

The Active Day (AD) program is offered M-F from 9:30am to 2:30pm. The program is designed to promote independence through a variety of activities, socialization and personal enrichment. The A.D. program provides door-to-door transportation, and case management. The A.D. program will provide its members with quality care in a safe, supportive environment. The A.D. program's goals are to preserve the dignity and maintain the quality of life for seniors with dementia and other physical and social needs that require our supportive environment. Our staff will ensure that the members maintain their individual worth, dignity and independence. Members of A.D. can also utilize the campus outpatient physical and occupational therapies as needed.

- b) How it will be implemented, include all components:

Implementation and components:

- Members are picked up from their homes.
- They arrive at the program for coffee, breakfast and socialization.
- The morning programs include but are not limited to fitness, active program Lunch and cognitive stimulation.
- A balanced lunch is provided and each member's nutritional need are taken into account when meals are prepared. Members with special dietary needs such as low sodium diets or those with allergies are accommodated.
- Members are encouraged to take part in afternoon activities such as ice cream outing farmers market active games such as bowling and bingo, special such as a Hawaiian luau and the Utica zoo mobile.
- Throughout the day members have access to games, projects, and a living room for relaxed socialization and a music room for quiet relaxation. All activities are tailored to meet each individual needs and help is given as needed for those who need more support during programs.
- At the end of the program day members are escorted to the buses and dropped off at home. Staff ensures members are safely in the house prior to leaving.

2. STAFFING PATTERN, TRAINING & SUPERVISION

- a) Briefly describe the staffing pattern for your proposed program/service.
b) Describe staff on-going training and staff supervision.

Our staffing pattern includes two Program Aides, an Assistant Coordinator and a Program Coordinator. We have space for up to 21 members a day. We always ensure we have a ratio of one staff to seven members. Usually, our staff-to-member ratio is much better than that. Our Coordinator and Assistant Coordinator are responsible for the day-to-day direct supervision of the program staff. Staff is continuously trained on dementia, how to work with people with short term memory loss, and treating members with respect and dignity. Staff is also in-serviced on policies and procedures in dealing with various situations and emergencies.

3. MONITORING & SELF-EVALUATION PLAN

- a) Describe your methods for regularly following the progress (Performance Targets) of your proposed program/service.
- b) How will your self-evaluation measure the validity of your Outcomes?

Each member who is accepted into the program receives an individualized care plan establishing their needs and goals. The goals are determined through collaboration between AD staff, OFA case managers and the individual. Staff members including program aides' review all care plans to ensure all staff are aware of the goals set for our members. Weekly meetings are held to review these goals on an ongoing basis and ensure they are being met. Regular audits are completed to ensure that the performance targets are being met. These audits include random audits conducted throughout the year by the facility Administrator to ensure the services are being delivered. Staff members in the program review the goals and outcomes at least every six months to ensure they are accurate.

4. **PROGRAMS/SERVICE EFFICIENCIES**

Briefly describe how your proposal will provide the most efficient use of public funds.

Active Day services support the health, nutritional, social, and daily living needs of adults in professionally staffed, group settings. Active Day services also benefit family caregivers by enabling them to remain in the workforce as well as providing them with direct services. Social models tended to focus on socialization and prevention services. As an alternative or supplement to home care and an alternative to moving to assisted living or a nursing home to receive care, AD programs enable continued community-based living for individuals with physical and cognitive limitations and provide respite for their caregivers. In recent years, Social Day Programs have played an increasing role in providing long-term care services, as evidenced by the rapid growth in the social day programs from 2,000 in 1989 to over 4,600 in 2009. While this increase is partially due to the aging of our society, much of this growth can be attributed to the benefits offered through social days. Lutheran Home's, Active Day Program allows individuals to remain in their home settings rather than an institutional setting, which is what the majority of caregivers and care recipient's desire. Social daycares are also far less expensive than nursing home care. The national average daily rate for social day was estimated at \$65 compared to \$200 for a semi-private room in a nursing home. Finally, new evidence from a case-controlled study suggests social days can improve health-related quality of life for participants. In addition, AD is effective in improving caregiver well-being and reducing burden, role overload, worry, anger, and depression. As lawmakers struggle to find ways to provide cost-efficient and high-quality long-term care services for our most vulnerable citizens, up-to-date information about social days is urgently needed. The Patient Protection and Affordable Care Act provide potential new avenues of federal support for adult day services. This includes the Community First Choice program which adds 6% of additional federal funding to states for home- and community-based care. Our service provides and socialization and supervision for a large part of the day. This is a much more economical alternative to both homecare and institutional settings for our local and state government.

PROGRAM/SERVICE PLAN OUTCOMES

List specific, measurable outcomes for your proposed plan.
(Program outcomes should be benefits from the participant's perspective.)

Include under each Outcome, Performance Targets which are essential steps, or milestones that help define and measure a client or participant's interaction with the program/service on their way to a successful result or outcome.

1. Increase Socialization: Members who would benefit from increased socialization will actively engage in one meaningful activity or interaction with staff or other members during each visit to the program.
2. Member's specialty diets will be accommodated: When a member requires a special diet the Member's MD will be contacted and a special diet with the MD's specifications will be prepared by the kitchen for meals.
3. Communicate effectively with members who have impaired verbal communication: Staff will establish with the member and their caregiver the best way to communicate with the member. Such as the member nodding their head yes or no to indicate he or she understands questions, etc. Staff will use these techniques and will ensure member is included in the group or activity by asking yes or no questions and using individualized communication techniques.
4. For members with impaired cognitive status: member will receive at least one active activity per visit to increase stimulation and have a meaningful interaction, i.e., music, craft, card game or puzzle.
5. Member who has cognitive impairment and urinary incontinence will have reduced or no episodes. Members will be put on toileting reminders to decrease episodes. Staff will keep track of episodes of incontinence to track times and frequency.
6. Member has poor or low situational self-esteem: staff will help member to establish a peer group and to engage in structured activities during his or her attendance at A.D.

PROGRAM/SERVICE BUDGET

1. Complete the attached supporting budget pages and submit with your proposal.

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DESCRIPTION OF SERVICES AND PROGRAMS

Overview

Oneida County Office for the Aging and Continuing Care is the single point of entry for individuals requiring services. As a designated Area Agency on Aging, Oneida County Office for the Aging and Continuing Care serves an active caseload of approximately 2,000 clients; each with one or more in home services. It is the responsibility of the Area Agency on Aging to provide information, assistance, in-home assessments and care planning activities. Currently, service provision is provided through both Oneida County Office for the Aging and Continuing Care direct services and sub-contracted agencies. Referrals come to the office through consumer calls, hospital discharge planners, and other area human service agencies. The selected provider of community based aging services will be responsible for receiving referrals and supplying in home visits, psycho-social, needs assessments, information and assistance, care planning and case assistance. The selected provider will also make the necessary referrals to needed services and brokerage case management with regular reassessment of client status.

Mission Statement

Serve as **lead agency** for the planning and development of coordinated systems for the delivery of home and community-based services for older adults, disabled, families and caregivers;

Provide **access** to programs and services that will meet the need of vulnerable individuals

Advocate on behalf of older people, special minorities and those in greatest economic and social need for preventative programs and services that will promote a quality of life and enhance or maintain wellness, health functioning and independent living in the community.

Achieve **positive outcomes** for older adults, disabled, families and caregivers through arrangements with community agencies for a continuum of home and community based long term care services;

Collaborate with public and private organizations to form partnerships which leverage resources that will improve and expand programs and services for older adults, disabled, families and caregivers; and

Seek **non-traditional sources of funding to enhance** services and programs in the community.

Program Descriptions

A. Consumer Intake/Screening/Information and Assistance (NY Connects):

Calls received and referrals are taken by NYCONNECTS Long Term Care Specialists. Information, assistance, intake/prescreening is performed by NYCONNECTS staff. Assignment of referrals to Oneida County Office for the Aging and Continuing Care geographic teams for home visits, when needed, is also part of the Intake Process.

Oneida County Office for Aging and Continuing Care is part of a statewide initiative known as NYCONNECTS. It is part of a statewide system of access to information. Office for the Aging and Continuing Care has always been a point of contact for seniors and disabled persons, regardless of income for information on benefits and services. This expanded concept now charges Oneida County Office for Aging and Continuing Care to reach out to the families and individuals who may be in need of long term care services to promote a greater level of self direction.

Current Staffing:

One (1) full-time Senior Program Coordinator
One (1) full-time Long Term Care Specialist
Three (3) full-time Long Term Care Associates

B. Case Management:

Home-visits are provided by Registered Nurses and case managers. Psycho-social, needs assessments, information and assistance, care planning - case assistance, referrals to needed services and brokerage case management, regular reassessment of client status.

- a.) The selected provider will be responsible for receiving referrals, providing in home visits, psychosocial needs assessments, information and assistance, care planning and care assistance.
- b.) The provider will be required to make necessary referrals to needed services and provide brokerage case assistance with regular reassessment of client status.
- c.) The selected provider's staff are located within the geographic teams at the Oneida County Office for the Aging and Continuing Care office
- d.) Oneida County Office for the Aging and Continuing Care case management supervisors assign case needs and supervise activities of provider's staff.
- e.) The selected provider is expected to employ qualified, experienced personnel in order to provide quality customer services to frail elderly, disabled at-risk rural elderly and urban minority individuals.
- f.) The provider will employ individuals who are familiar with Oneida County Office for the Aging and Continuing Care aging services.
- g.) An approximate client caseload of 1,000 will be served by the selected provider.

Service Area:

County of Oneida-Geographic location assigned by Oneida County Office for the Aging and Continuing Care designated supervisor.

Current Staffing:

The selected provider will maintain the following current staffed positions:

- Twelve (12) full-time Case Managers
- Two (2) full-time Program Coordinators
- Six (6) full-time Case Aides
- Two (2) part-time Case Aides
- One (1) full time Elder-Abuse Program Coordinator
- One (1) full-time Community Service Program Coordinator
- One (1) full-time Case Management Supervisor
- Two (2) full-time HIICAP Counselors
- One (1) part-time HIICAP Counselor
- One (1) full-time Program Administrative Assistant.

Other: Provider responsible to allow for payroll / human resource functions, travel reimbursement and training. Oneida County Office for the Aging and Continuing Care designee to provide supervision and technical assistance. Administrative fee will be based on a percentage of each salary; subcontractors may provide match

C. Social Model Adult Day Care Services:

Provides structured, comprehensive programming to functionally impaired individuals with emphasis on socialization. Supervision and monitoring of personal care and nutrition. Participants attend on an average of one to three days per week as determined by their individual care plan designed by their case manager in conjunction with the director of the SADC program. Oneida County Office for the Aging and Continuing Care will coordinate with five SADC programs to provide services in Oneida County.

D. Volunteer Transportation

Rides are provided by volunteers for individuals needing transportation and escort for medical appointments. Transportation and escort services are provided on a voluntary basis. Staff also provides information and assistance on other available public and private transportation services.

E. Legal Services:

Legal outreach services for low income, older adults who are unable to obtain legal services for their own attorney. Priority services include estate planning, health care proxy and landlord tenant issues.

F. Senior Evidenced-Based Health Promotion Program:

Health education and preventive activities designed for older adults. The Senior Health Promotion Program coordinates with Oneida County Health Department and senior centers throughout the community. Outreach and promotion/prevention activities are also performed at community events and health fairs.

G. Volunteer Bill Payer Program:

Assistance with monthly bill paying by trained volunteers. Oneida County Office for the Aging and Continuing Care assesses the need and makes referrals to Volunteer Bill Payers. This program assists older adults who are unable to perform routine monthly handling of their bill paying activities.

H. Health Insurance, Information, Counseling and Assistance:

Counseling and information assistance for Medicare, Medicaid, Medigap and Long Term Care Insurance, and other health insurance coverage. HIICAP provides training for Oneida County Office for the Aging and Continuing Care case management staff to better assist their clients. Public presentations and education for Medicare beneficiaries are also provided through HIICAP. This program also recruits and trains volunteer counselors to perform HIICAP services.

Service Area:

County of Oneida-Geographic location assigned by Oneida County Office for the Aging and Continuing Care designated supervisor.

Current Staffing:

One (1) full-time Program Coordinator
One (1) full-time HIICAP Counselor
One (1) part-time HIICAP Counselor

I. Consumer Directed Care Fiscal Intermediary Services

A non-profit agency that serves as a Fiscal Intermediary for individuals and caregivers receiving services through the Expanded In-Home Services for the Elderly Program (EISEP); Community Living Program (CLP); Veteran's Directed Home and Community Based Services Program (VDHCBS); and Caregiver Respite. The Fiscal Intermediary coordinates closely with the Oneida County Office for the Aging and Continuing Care Program Coordinator to establish consumer driven plans of care, budget based care plans, agreements with consumer's providers of choice to ensure the delivery of individual consumer driven care plans. The Fiscal Intermediary reimburses providers in a timely manner for services approved by the Oneida County Office for the Aging and Continuing Care Program Coordinator.



REQUEST FOR PROPOSAL (RFP)



Aging Services Contract – RFP #2015-159 Oneida County Office for the Aging and Continuing Care

Statement of Purpose:

The Oneida County Office for the Aging and Continuing Care is seeking human service agencies and businesses that can provide direct community-based services for older people residing in Oneida County. This Request for Proposal (RFP) seeks out the best qualified service providers who will meet the standards and provisions, as set forth in this RFP, and will serve the needs of older clients at an affordable cost to the taxpayer.

Eligible Applicants:

Human service agencies or businesses who are community service oriented and who can demonstrate success in serving the needs of older individuals are invited to apply. Not-for-profit agencies are to be registered and covered under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1954. The Office for the Aging and Continuing Care offers an equal opportunity to all qualified applicants and strongly encourages applicants from minority and women owned agencies to apply, as well as community-based coalitions of more than one agency. The agency must follow all Federal, State and local statutes, rules and regulations and maintain confidentiality, as established by the New York State Office for the Aging and the Oneida County Office for the Aging and Continuing Care.

Reimbursements:

Oneida County Office for the Aging and Continuing Care is charged with the oversight and distribution of Federal, State and local public funds. Generally, all successful applicants are required to provide support to the Office for the Aging and Continuing Care program/service through matching a percent of the grant funds. The agency's support or matching funds may be local cash, such as dollars raised through fundraising activities, donations, United Way, etc. The cash match cannot be either Federal or State funds. The match may also be "in-kind", such as rent, salaries, fringe benefits, etc.

Duration of Contract:

The term of the Contract will begin January 1, 2016 through December 31, 2018 (three-one year agreements) with an option to renew for two (2) additional years.

Time Line:

Release of RFP – July 6, 2015

Proposals Due – August 7, 2015

Notification to Successful Applicant – September 30, 2015

Length of Program - January 1, 2016 - December 31, 2018.

**All Proposals are due on Friday, August 7, 2015
No later than at the close of the work day - 4:30 P.M.**

For any questions pertaining to these proposal specifications, contact:

Mr. Michael Romano, Director
Oneida County Office for the Aging
120 Airline Street - Suite 201
Oriskany, New York 13424
mromano@ocgov.net

Phone: (315) 798-5456














108 Utica Rd.,
Clinton, NY 13323
(315) 235-7383

****Daily Schedule****
9:30am Arrival Time & Coffee Talk
10:00am Scheduled Programs
11:00am Exercises
11:45am Lunch
12:30pm Groups & Individual Activities
1:15pm Scheduled Programs
2:30pm Departure Time

Staff of Active Day
Coordinator
 Cindy Shepherd
Assistant Coordinator
 Challee Kohl
Transportation Aides/Activity Assistants
 Kathy Pare'
 Patricia Brennan

August 2015




Monday	Tuesday	Wednesday	Thursday	Friday
3.) National Watermelon Day  10-11 Pictionary 11-11:30 Exercise 1:15-2:15 Washer Toss *OR* Holy Communion	4.) 10-11 You Be The Judge 11-11:30 Exercise 1:15-2:15 Backyard Game w/ LH	5.) Work Like a Dog Day  10-11 Cooking Group *OR* Lucky Dog 11-11:30 Exercise 12-1 Kabob Luncheon 1:15-2 Bingo (NA)	6.) 10-11 Ice Cream Making 11-11:30 Exercise 1:15-2:15 Ladderball	7.) National Lighthouse Day  10-11 Kinney's Student Presentation (NA) 11-11:30 Exercise 1:15-2:15 Table Bowling
10.) National S'mores Day  10-11 Target Toss 11-11:30 Exercise 1:15-2:15 S'more Making *OR* Hymn Sing	11.) 10-11 Sing Along 11-11:30 Exercise 1:15-2:15 Jarts	12.) Middle Child's Day 10-11 Bean Bag Bocce 11-11:30 Exercise 1:15-2 Bingo (NA) 	13.) Left Hander's Day 10-11 Arts & Crafts 11-11:30 Exercise 12-1 Cowboy Dinner (DR) 1:15-2:15 Bounce It In	14.) National Creamsicle Day 10-11 Horseshoes 11-11:30 Exercise 1:15-2:15 Creamsicle Party
17.) 10-11 Rodeo Rummy 11-11:30 Exercise 1-2:15 Ice Cream Outing *OR* Prayer Group 	18.) 10-11 Bird Feeder Making 11-11:30 Exercise 1:15-2:15 Golf w/ LH 	19.) 10-11 Zucchini Bread Making *OR* LCR 11-11:30 Exercise 1:15-2 Bingo (NA) 	20.) National Radio Day  10-11 Top Hits Through the Decades 11-11:30 Exercise 1:15-2:15 Charades	21.) Hawaii Becomes a State  10-11 Hawaiian Craft (NA) 11-11:30 Exercise 12-1 Hawaiian Luau (DR) 1:15-2:15 Tiki Bar (DR)
24.) 10-11 Doodle Dice 11-11:30 Exercise 1:15-2:15 Noodle Ball *OR* Prayer Group	25.) Kiss & Make Up Day  10-11 State & Capitals Trivia 11-11:30 Exercise 12-1 Panini Luncheon (NA) 1:15-2:15 Ice Cream Float Party	26.) Women's Equality Day 10-11 Famous Women in History 11-11:30 Exercise 1:15-2 Bingo (NA)	27.) 10-11 Ice Cream Hangman  11-11:30 Exercise 1:15 -2:15 Ice Cream Sandwich Tasting	28.) 9:30-10:15 Administrative B'Fast 10:15-11 What's Missing? 11-11:30 Exercise 1:15-2:15 Balloon Volleyball
31.) 10-11 Word Game 11-11:30 Exercise 1:15-2:15 Basketball *OR* Prayer Group 	August is... ⇒ Admit You're Happy Month ⇒ Family Fun Month ⇒ National Eye Exam Month ⇒ National Golf Month ⇒ Romance Awareness Month ⇒ Sandwich Month			

ONEIDA COUNTY OFFICE FOR THE AGING
PROPOSED BUDGET REQUEST

Contractor Name: Lutheran Home of Central New York

Address: 108 Utica Road

Clinton, NY 13323

Phone: 315 853-5515

Prepared by: Robert Beach

PROGRAM / SERVICE:
Aging Services Contract
RFP #2015-159

Contract Period: **One Year**

BUDGET SUMMARY CATEGORY	A. TOTAL BUDGET	B. ADMINISTRATIVE ACTIVITIES	C. DIRECT SERVICE ACTIVITIES
1. PERSONNEL	65,744	8,792	56,952
2. FRINGE BENEFITS	18,080	2,418	15,662
3. CONSULTANTS	0		
4. EQUIPMENT	0		
5. TRAVEL	13,000		13,000
6. RENT	0		0
7. COMMUNICATIONS	0		0
8. PRINTING/SUPPLIES	1,760		1,760
9. OTHER EXPENSES	5,835		5,835
10. SUBCONTRACTS	0		
11. TOTAL BUDGET	\$104,419	\$11,210	\$93,209
12. ANTICIPATED INCOME	0	0	0
NET TOTAL (11 LESS 12)	104,419	11,210	93,209
13. OFA GRANT	42,500	0	42,500
14. PROVIDER FUNDS	61,919	11,210	50,709
15. UNITS	3,541		
UNIT COST FOR THE GRANT			
(13 DIVIDED BY 15)	12		

Contract Period: One Year

1. PERSONNEL	ANNUAL SALARY	%TO	ADMIN	%	DIRECT	SERVICE
Title: AD Coordinator	\$8,792		\$8,792			
Title: AD Aide	\$56,952				\$56,952	
Title:						
Title:						
Title:						
Title:						
Title:						
Title:						
TOTAL PERSONNEL	\$65,744		\$8,792		\$56,952	\$0

*NOTE: The Dollar amount charged to this program MUST equal the amount on Page 1, Column A, Line 1.

65744
18080
360
13000
60
1700
5475
104419

Contractor: Lutheran Home of Central New York

Contract Period: One Year

2. FRINGE BENEFITS:						
Composite Percentage: <u>.275</u>					TOTAL	\$18,080
3. Consultants:						
Consultant (List Name & Title for each entry)	Type of Service	Unit Cost (Rate/Hour)	No. of Units Hour/Session	Amount		
Name: Paragon	Excercise			360		
Title: Excercise Program						
Name:						
Title:				TOTAL	\$360	
4. Equipment: (List only items having a unit cost of \$300 or more. For all equipment rentals, attach copy of agreement.)						
Item And Description (Unit Cost of \$300 or More)	Quantity	Unit Purchase Price	Annual Unit Rental Price	Amount Chargeable to Program		
Briefly describe equipment items with a unit cost of less than \$300.						
TOTAL						
4. Travel (Staff)						
Mileage <u>\$13,000</u>	@		per mile			
Tolls & Parking _____			for <u>#DIV/0!</u> Miles			
Public Transportation _____						
Volunteer Mileage _____						
NOTE: See "Other Expenses" for Conferences, Seminars & Training.					TOTAL	\$13,000

Contract Period: One Year

6. Rent: (Include information below for rental property. Also include maintenance-in-lieu of rent charges for sponsor-owned property. Attach a copy of the lease for all rented property and a copy of the charge back breakdown for sponsor-owned property.)

1. Location:		Owner:	
Square footage: @ _____	_____	per sq. ft.	in-kind []
Monthly Rental _____	_____	x 12 = _____	
Utilities _____	_____	Janitorial Services _____	
Maintenance-in-lieu of rent _____	_____		
2. Location:		Owner:	
Square footage: @ _____	_____	per sq. ft.	in-kind []
Monthly Rental _____	_____	x 12 = _____	
Utilities _____	_____	Janitorial Services _____	
Maintenance-in-lieu of rent _____	_____		
3. Location:		Owner:	
Square footage: @ _____	_____	per sq. ft.	in-kind []
Monthly Rental _____	_____	x 12 = _____	
Utilities _____	_____	Janitorial Services _____	
Maintenance-in-lieu of rent _____	_____		
			TOTAL

7. Communications

Used for program's use only

	Telephone	Fax	Modem
Number of lines _____			
Average charge per month \$ _____	\$ _____	\$ _____	\$ _____
Telecommunications: \$ _____			
Postage: (general mailing) \$ \$60		Number of pieces: _____	
Postage: (bulk mailing) \$ _____		Number of mailings: _____	
Others: \$ _____			
			TOTAL \$60

8. Printing and Supplies:

Be specific in listing printing and supply needs used by the program only.

Printing: (description of item)	Quantity	Total Cost
Program Brochures, Flyers, Posters	_____	_____
Marketing Material	_____	_____
(for Strong Bones & Fall Prevention)	_____	_____
Printing	_____	_____
Supplies: (used only for the program)		
Program supplies	_____	\$1,700
(markers, easels, notebooks, folders	_____	_____
Bi-folds, pamphlets.)	_____	_____
	_____	_____
	_____	_____
		TOTAL \$1,700

Contractor: Lutheran Home of Central New York

Contract Period: One Year

9. Other Expenses: (List specific items and costs.)			
Insurance \$ _____	Medical Exams \$ _____		
Bonding \$ _____	Photocopying _____		
Equip, Maint. & Repair \$ _____	Rubbish Removal \$ _____		
Vehicle Maint. & Repair \$5,000 _____	Data Processing \$ _____		
Conferences, Seminars & Training \$100 _____	Other (specify below):		
Membership & Subscriptions \$245 _____	Cable TV _____		
Audit \$ _____	\$130 _____		
TOTAL			\$5,475
10. Subcontractors: (List each contract and cost; attach subcontractor budget necessary.)			
Name			
_____	\$ _____		
_____	\$ _____		
_____	\$ _____		
_____	\$ _____		
TOTAL		\$0	
12. Anticipated Income:			
A. Source	Amount		
1) Donations-Contributions	_____		
2)	\$ _____		
3)	\$ _____		
4)	\$ _____		
5)	\$ _____		
6)	\$ _____		
B. Total Income (lines 1-6)	_____		
C. Less Income used as matching funds	_____		
TOTAL (3 minus 4)		\$0	
13. OFA Funds Requested:			
		TOTAL	
14. Provider Funds:			
Source:	Amount		
Executive Director -	_____		
_____	\$ _____		
_____	\$ _____		
_____	\$ _____		
Plus: Income used as Matching funds (item 12C)	_____		
TOTAL			



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ Fax (315) 798-5603

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

November 21, 2017

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

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue, 10th Floor
Utica, New York 13501

FN 20 17 434

Anthony J. Picente, Jr.
County Executive
Date 11/21/17

GOVERNMENT OPERATIONS

WAYS & MEANS

Re: Transfer of Parcels Located at 105 and 107 Pleasant Street, Utica, New York

Dear County Executive Picente:

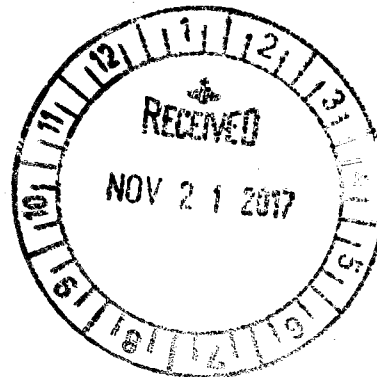
The County took title to the above-referenced parcels on August 18, 2016 as a result of foreclosure for unpaid real property taxes. These parcels are two of three parcels that were formerly the Manny's Cheesecake property. The City of Utica took title to the third parcel, located at 103 Pleasant Street, Utica, New York, as a result of foreclosure for unpaid real property taxes. The City of Utica has put forth effort to market the parcels as a whole in order to find a potential buyer to redevelop the land and has successfully identified Regional Primary Care Network to purchase all three parcels.

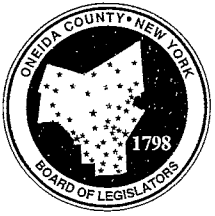
I recommend that the parcels known as 105 and 107 Pleasant Street, Utica, New York be conveyed to the City of Utica, pursuant to General Municipal Law § 72-h, upon the condition that the City of Utica join the three parcels and convey the same as one parcel to Regional Primary Care Network and pay one-third of the purchase price to the County. Time is of the essence for Regional Primary Care Network, as it has applied for a grant and final approval is held pending acquisition of the parcels.

If you concur with this recommendation, I respectfully request that you forward the same to the Board of County Legislators for consideration at their next meeting.

Sincerely,

Peter M. Rayhill
County Attorney





ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

November 21, 2017

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

FN 20 17-435

WAYS & MEANS

Honorable Members:

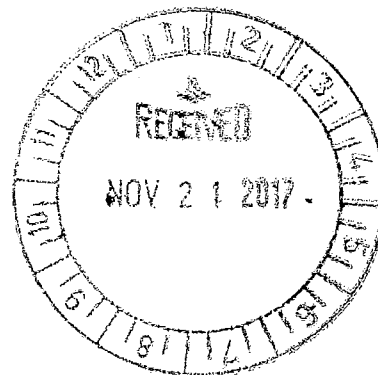
The term for Upper Mohawk Valley Memorial Auditorium Authority Board members Paul Romano and Vin Karl has expired. Both are interested in being reappointed to a five (5) term. The term would be for January 1, 2017 thru December 31, 2021.

I respectfully refer this request to Ways & Means and the full Board for consideration at the **December 27, 2017** meeting.

Respectfully submitted,

Gerald J. Fiorini ©

GERALD J. FIORINI
CHAIRMAN OF THE BOARD



NO.

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: Mr. Porter

2ND BY:

RE: APPROVAL OF APPOINTMENTS TO THE UPPER MOHAWK VALLEY MEMORIAL AUDITORIUM AUTHORITY – PAUL ROMANO AND VIN KARL

WHEREAS, Pursuant to Section 1942 of the New York State Public Authorities Law, Chairman Gerald J. Fiorini has recommended the appointment/reappointment of Paul Romano and Karl Vin to serve on the Upper Mohawk Valley Memorial Auditorium Authority Board, and

WHEREAS, Said reappointment must be approved by the Oneida County Board of Legislators, now, therefore, be it hereby

RESOLVED, That the Oneida County Board of Legislators hereby authorizes and approves the appointment/reappointment of Paul Romano, James Brock and Karl Vin to the Upper Mohawk Valley Memorial Auditorium Authority Board for the following terms and expiration dates:

Paul Romano: January 1, 2017- December 31, 2021

Vin Karl: January 1, 2017- December 31, 2021

APPROVED: Ways & Means Committee ()

DATED:

Adopted by the following v.v. vote:

AYES NAYS ABSENT



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

November 21, 2017

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

FN 20 17 - 436

WAYS & MEANS

Honorable Members:

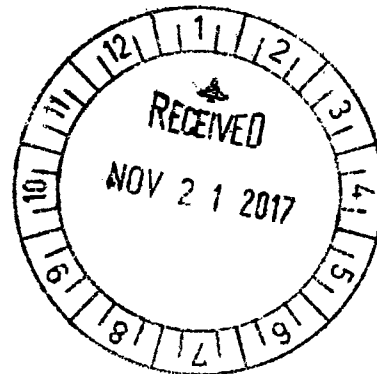
The term for Upper Mohawk Valley Memorial Auditorium Authority Board member James Brock has expired. Mr. Brock is interested in being reappointed to a five (5) term. The term would be for January 1, 2018 thru December 31, 2022.

I respectfully refer this request to Ways & Means and the full Board for consideration at the **December 27, 2017** meeting.

Respectfully submitted,

Gerald J. Fiorini ⁽²⁾

GERALD J. FIORINI
CHAIRMAN OF THE BOARD



NO.

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: Mr. Porter

2ND BY:

RE: APPROVAL OF APPOINTMENTS TO THE UPPER MOHAWK VALLEY MEMORIAL AUDITORIUM AUTHORITY – JAMES BROCK

WHEREAS, Pursuant to Section 1942 of the New York State Public Authorities Law, Chairman Gerald J. Fiorini has recommended the appointment/reappointment of Paul Romano and Karl Vin to serve on the Upper Mohawk Valley Memorial Auditorium Authority Board, and

WHEREAS, Said reappointment must be approved by the Oneida County Board of Legislators, now, therefore, be it hereby

RESOLVED, That the Oneida County Board of Legislators hereby authorizes and approves the appointment/reappointment of Paul Romano, James Brock and Karl Vin to the Upper Mohawk Valley Memorial Auditorium Authority Board for the following terms and expiration dates:

James Brock: January 1, 2018- December 31, 2022

APPROVED: Ways & Means Committee ()

DATED:

Adopted by the following v.v. vote:

AYES NAYS ABSENT