



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

David J. Wood  
Majority Leader

Patricia A. Hudak  
Minority Leader

## COMMUNICATIONS WITH DOCUMENTATION December 29, 2010

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
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[www.ocgov.net](http://www.ocgov.net)

**WAYS & MEANS**

Dated 12/15/10

We, the undersigned Republican members of the Oneida County Board of Legislators, hereby petition and designate the Rome Daily Sentinel as the official newspaper representing the Republican Party to publish the concurrent resolutions, election notices, official canvasses, local laws, notices and other matters required by law to be published in the year 2011.

Bin Mundy

Mark White

Howard White

Frederic Scullal

Patric Brennan

Tom Egan

James DeFuria

Steve

Paul R. Paparella

~~Edna P. Walst~~

Law Wieg

Herold

Stephen Roefaw

Chris Wood

with 11

**INTRODUCTORY  
NO.**

**F.N. 2010**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.**

**INTRODUCED BY: Messrs. Porter, Wood, Fiorini  
2ND BY:**

**RE: DESIGNATION OF THE ROME DAILY SENTINEL AS THE OFFICIAL NEWSPAPER  
REPRESENTING THE REPUBLICAN PARTY FOR 2011**

**WHEREAS,** A majority of the Republican members of this Board have designated, in writing, the Rome Sentinel as a newspaper representing the political party to which they belong, and the newspaper to publish the sessions laws, the notices of redemption, tax sales, official canvasses, local laws, notices, and all other matters required by law to be published in the year 2011; the Rome Sentinel also publishes all concurrent resolutions and election notices, and

**WHEREAS,** Such designation has been signed by the members making it and filed with the Clerk of the Board of County Legislators, now, therefore, be it hereby

**RESOLVED,** That the Rome Sentinel is hereby designated as the newspaper to publish the sessions laws, the notices of redemption, tax sales, official canvasses, local laws, election notices, notices, and all other matters required by law to be published in the year 2011, and the Rome Sentinel is also designated to publish the concurrent resolutions and that said newspaper is designated as the official newspaper of the County of Oneida for the year 2011.

**APPROVED: Ways & Means Committee ( )**

**DATED:**

Adopted by the following v.v. vote:  
**AYES    NAYS    ABSENT**

**WAYS & MEANS**

Dated 12/15/10

We, the undersigned Democratic members of the Oneida County Board of Legislators, hereby petition and designate the Utica Observer Dispatch as the official newspaper representing the Democratic Party to publish the concurrent resolutions, election notices, official canvasses, local laws, notices and other matters required by law to be published in the year 2011.

*[Handwritten signatures:]*  
Susan Ryan  
Charles Dawes  
John Chy  
Joseph J. King  
William Goodman  
Martin J. King  
Michael King

**INTRODUCTORY  
NO.**

**F.N. 2010**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.**

**INTRODUCED BY: Messrs. Porter, Hudak  
2ND BY:**

**RE: DESIGNATION OF THE UTICA OBSERVER DISPATCH AS THE OFFICIAL NEWSPAPER  
REPRESENTING THE DEMOCRATIC PARTY FOR 2011**

**WHEREAS,** A majority of the Democratic members of this Board have designated, in writing, the Utica Observer Dispatch as a newspaper representing the political party to which they belong, and the newspaper to publish the sessions laws, the notices of redemption, tax sales, official canvasses, local laws, notices, and all other matters required by law to be published in the year 2011; the Utica Observer Dispatch also publishes all concurrent resolutions and election notices, and

**WHEREAS,** Such designation has been signed by the members making it and filed with the Clerk of the Board of County Legislators, now, therefore, be it hereby

**RESOLVED,** That the Utica Observer Dispatch is hereby designated as the newspaper to publish the sessions laws, the notices of redemption, tax sales, official canvasses, local laws, election notices, notices, and all other matters required by law to be published in the year 2011, and the Utica Observer Dispatch is also designated to publish the concurrent resolutions and that said newspaper is designated as the official newspaper of the County of Oneida for the year 2011.

APPROVED: Ways & Means Committee ( )

DATED:

Adopted by the following vote:  
AYES    NAYS    ABSENT



**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

**LINDA M.H. DILLON**  
COUNTY ATTORNEY

FN 20 10-474

December 20, 2010

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

**COURTS, LAWS & RULES**  
**WAYS & MEANS**

RE: County Claims Administration

Dear Mr. Picente:

I enclose herewith a proposed contract between Oneida County and Gustave W. Boucher, d/b/a L.G. Boucher for claims administration services for the years 2011 through 2013.

Mr. Boucher, a contract agent with the former provider, CSI, Inc. is being recommended by the Law Department to continue this valuable service to the County. This office is satisfied with the level of service and experience offered by this individual in its efforts to maintain an independent source for administration and handling of lawsuits against the County. In addition, the retention of this individual appears to offer certain economies in the handling and disposition of claims. The amount of the contract is \$56,000. This is actually a savings from the previous contract amount paid to CSI, Inc.

I respectfully request that the attached contract be forwarded to the Board of Legislators for their consideration and approval at their December 29, 2010 regular session. I apologize for the abbreviated timeframe but the request for proposal process was more time consuming than anticipated.

Thank you for your kind attention to this request for action.

Very truly yours,

Linda M. H. Dillon  
County Attorney

Cc: Mello Testa  
Gustave W. Boucher  
Kimberly S. Flint

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

Anthony J. Picente, Jr.  
County Executive

Date 12/31/10

# Oneida County Contract Tracking Sheet

Printed:  
12/20/2010 10:41:23 AM

Contract # 011888	Code New	Prior #	Dept #
Vendor LG Boucher	Type: Purchase of Services		
Starts on Contract Execution: <input type="checkbox"/>	Start Date 1/1/2011	End Date 12/31/2013	

Department: County Attorney      Appropriation Acct: A1930.1951      Revenue Code:      Contract Amount: \$56,000.00  
 Contact Person: Mary Ann Vienneau      798-5910  
 Claims Administration Services - 2011-2013

- |                    |                                     |   |  |
|--------------------|-------------------------------------|---|--|
| 1) County Attorney | Approval as to Form                 | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/>            |
|                    | Contract Amount Over \$50,000       | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/>            |
|                    | Board of Legislators Approval Req'd | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/>            |
|                    | Board of Acquisition and Contract   | YES <input type="checkbox"/>            | NO <input checked="" type="checkbox"/> |
|                    | Requires Notary Public              | YES <input type="checkbox"/>            | NO <input checked="" type="checkbox"/> |

Comments: 
 Date: 12-20-10  
 Initials: LMD

2) Budget Director      Comments: 
 Date: 12-20-10  
 Initials: DP

3) Final Review  
 County Attorney      Comments: 
 Date: 12-20-10  
 Initials: LMD

4) Sent to Board of Legislators      Sent Date:   
 (contract to be held in Law Dept.)      Approval Date:   
    Resolution Number:

Sent to County Executive for Signature      Date:

- g. retain and store, at the County's request, any closed claims files for a period of one (1) year, after which such files shall be transferred to the custody of the designated record keeper for the County.
4. The Contractor shall make recommendations and retain defense counsel to represent the County in any proceedings related to such claims. The Contractor shall retain counsel chosen from the County's panel of lawyers/firms, which panel of lawyers is attached hereto as Attachment "B".
5. The Contractor shall monitor and document the status of all County tort claims so as to be able to provide the County with a current status report upon request.
6. The Contractor shall provide detailed and cumulative claims analysis reports to the County in the form and frequency set forth in the Proposal submitted to the County, which Proposal is attached herewith and made a part hereof this Agreement as Attachment "A".
7. This Agreement may be terminated upon sixty (60) days written notice of termination by either party. At such time as either party may elect to terminate the Agreement, all files, documents, reports and other papers related to the tort claims handled by the Contractor under the terms of this Agreement shall be returned to the County along with a final report from the Contractor as to the then current status of each file. At such time as either party may elect to terminate this Agreement, the payments to the Contractor shall be pro-rated as of and to the date of termination.
8. Each party agrees to indemnify the other against any claims, demands, proceedings, actions, damages, costs and expenses incurred as a consequence of its negligence in fulfilling its obligations and responsibilities under the terms of this Agreement.
9. Contractor agrees to meet with the County on reasonable notice and at reasonable times and locations to permit the County to inspect or audit any and all files controlled or supervised by the Contractor under this Agreement.
10. The Contractor may verbally represent to prospective clients that the County is its customer and may list the County as its customer on customer lists provided to prospective clients. Except as provided herein, the Contractor shall not display the County's name in any manner, including, without limitation, for the purpose of



promotion, development or acquisition of new business for the Contractor.

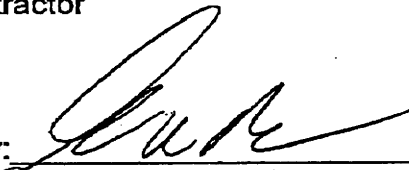
- 11. All notices required herein shall be served on or mailed to the parties at the addresses indicated above or as otherwise set forth in the Proposal attached herewith as Attachment "A".
- 12. This Agreement, comprised of the above written terms, shall constitute the entire understanding between the County and the Contractor. This Agreement may only be modified by a writing signed by the parties.
- 13. This Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF the County and the Contractor have signed this Agreement on the day and year first above written.

County of Oneida County

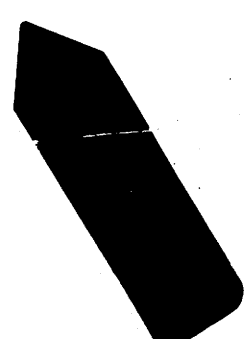
Contractor

By: \_\_\_\_\_  
Anthony J. Picente  
Oneida County Executive

By:   
Gustave W. Boucher

Approved as to Form only

  
County Attorney's Office



**ATTACHMENT "A"****General Services:**

- a. Investigate all tort claims made against the County of Oneida, including, but not limited to, its departments, agencies, elected and appointed officials and employees;
- b. Provide periodic written reviews and reports on all claims against the County to the County Attorney or any required designated agency or contract attorney of the County;
- c. Provide any necessary administrative and clerical work in connection with the management and tracking of claims;
- d. Vigorously pursue any subrogation and loss recoveries;
- e. Establish and maintain individual files for each claim, which files shall be the sole and exclusive property of the County;
- f. Make recommendations regarding payment/adjustment of claims or settlement of claims, losses and other loss adjustment expenses related to such claims;
- g. Retain and store, at the request of the County, any closed claims files for a period of one (1) year, after which such files shall be transferred to the custody of the designated record keeper for the County;
- h. Provide Errors and Omissions Professional Liability Insurance with the County of Oneida named as an additional insured;
- i. Provide all necessary field investigation and appraisals related to claims;
- j. Provide all necessary licenses and certifications accrediting the Contractor for the work required under the terms of the Claims Administration Agreement.
- k. Maintain a data base of information related to Oneida County claims which may be readily accessed for information and a status report as needed by the County Attorney and contract attorneys handling specific claims.

- l. **Make recommendations and retain defense counsel to represent the County in any proceedings related to the subject claims; such counsel shall be chosen and retained pursuant to the panel of lawyers/firms set forth in Attachment "B"**
- m. **Provide detailed and cumulative analysis reports to the County in electronic format as requested, or minimally, on a semiannual basis. Provide item and summary reports from Consultant's Standard Report Guide, as may be selected by the County, which indicate cumulative claims and loss and expense payment.**

**ATTACHMENT "B"**

Petrone & Petrone, P.C.  
1624 Genesee Street  
Utica, NY 13502

David R. Diodati, Esq.  
23 Genesee Street  
New Hartford, NY 13413

Bartle J. Gorman, Esq.  
Gorman, Waskiewicz, Gorman & Schmitt  
1508 Genesee Street  
Utica, New York, 13502

David A. Bagley, Esq.  
Kernan Professional Group  
1310 Utica Street  
P. O. Box 750  
Oriskany, NY, 13424

ANTHONY R. CARVELLI  
COMMISSIONER

ONEIDA COUNTY

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

December 20, 2010

FN 20 10-475

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

**WAYS & MEANS**

Dear Mr. Picente:

Please find enclosed with this correspondence several resolutions extending against the taxable property located in Oneida County various tax levies for 2011.

Please forward same to the Board of Legislators for their action on December 29, 2010.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'Anthony Carvelli'.

Anthony Carvelli  
Commissioner of Finance

AC/bad

Enclosures

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

A handwritten signature in black ink, appearing to read 'Anthony J. Picente, Jr.', written over a horizontal line.

Anthony J. Picente, Jr.  
County Executive

Date 12/21/10

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.**

**INTRODUCED BY:**

**2ND BY:**

**RE: APPROVAL OF HIGHWAY 1, 2, 3 & 4 HEALTH, FIRE PREVENTION, GENERAL WELFARE,  
AND SPECIFIED DISTRICT TAXES TO BE LEVIED AGAINST TOWNS**

**WHEREAS,** There has been presented to this Board a duly certified copy of the annual budget of each of the several towns in the County of Oneida for the fiscal year beginning January 1, 2011, now therefore, be it hereby

**RESOLVED,** That there shall be assessed and levied upon, and collected from, the real property liable therefore within the respective fire, fire protection, fire alarm and improvement districts in the towns specified in their respective annual budgets;

**RESOLVED,** (a) That there be and hereby is assessed and levied upon, and collected from, the taxable real property situate in the named towns outside of any incorporated village, wholly or partially located therein, the amounts indicated therein for Town-Wide General, Town-Wide Highway, Highway Outside and General Outside as specified in the budgets of the respective towns, and be it further

**RESOLVED,** (b) That the amounts to be raised by tax for all purposes specified in the said several annual budgets as presented to this Board and which are on file within the Office of the Clerk and/or the Commissioner of Finance, shall be and hereby are assessed and levied upon, and collectible from, all taxable property in the towns as enumerated, except as otherwise provided by law.

**APPROVED:** Ways & Means Committee (December 29, 2010)

**DATED:** December 29, 2010

**INTRODUCTORY  
NO.**

**F.N. )**

## **ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.**

**INTRODUCED BY:**

**2ND BY:**

**RE: WATER RENTS, SEWER CHARGES, AND OTHER MISCELLANEOUS CHARGES TO  
BE LEVIED ON PROPERTIES IN SPECIFIED TOWNS**

**WHEREAS,** The supervisors of various towns have filed with the Commissioner of Finance itemized statements showing owners, and amounts of arrears of said owners, or water rents and sewer charges, as more particularly on file with the Commissioner of Finance, and

**WHEREAS,** The Commissioner of Finance may be aware of other pro-rata taxes, DEC Violations, NSF charges or other miscellaneous charges against properties owned by various persons, now, therefore, be it hereby

**RESOLVED,** That there be levied and extended on the 2011 tax rolls of the aforementioned towns, against properties owned by various persons mentioned in the amounts set forth opposite their respective names.

**APPROVED:** Ways & Means Committee (December 29, 2010)

**DATED:** December 29, 2010

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.**

**INTRODUCED BY:  
2ND BY:**

**RE: AMOUNTS TO BE LEVIED AS PART OF COUNTY TAX AND EXTENDED  
AGAINST PROPERTIES IN VARIOUS TOWNS AND CITIES**

**WHEREAS,** There have been filed with the Clerk of the Oneida County Board of legislators and the Commissioner of Finance reports by various city, town and other public officials, and

**WHEREAS,** Said reports show various figures which are to be levied as part of the 2011 County tax, now, therefore, be it hereby

**RESOLVED,** That the amounts\* herein set forth be, and the same hereby are, levied as part of the 2011 County tax and ordered extended against properties in the various towns and cities according to law, as follows:

School Superintendent's levy . . . . .	\$ 15,657.00
Erroneous Taxes & Misc. Credits, net . . . . .	\$ 49,997.70
Returned School Taxes . . . . .	\$ 7,830,768.79
Delinquent Charges School . . . . .	\$ 548,165.23
Returned Village Taxes . . . . .	\$ 517,039.47
Delinquent Charges Village . . . . .	\$ 36,192.45
UMVRWB Town Outside Water Charges . . . . .	\$ 44,453.11
Delinquent Charges – Water . . . . .	\$ 808.18
HAVA. . . . .	\$ 730,080.52

OIN Pursuant to Chapter 144, State Finance Law, Laws of New York, 2010:

Town of Verona, VVS/Oneida City School . . . . .	\$ 9,992,979.52
2010/11 Additional Value from OIN . . . . .	\$ 699,508.57
Delinquent Charges – School . . . . .	\$ 557,070.71
Town of Vernon, VVS School . . . . .	\$ 38,994.95
2010/11 Additional Value from OIN . . . . .	
Delinquent Charges – School . . . . .	

\*@ 12-20-10, subject to items returned for insufficient funds or similar adjustments, if any.

APPROVED: Ways & Means Committee (December 29, 2010)

DATED: December 29, 2010



**INTRODUCTORY  
NO.**

**F.N.**

## **ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.**

**INTRODUCED BY  
2ND BY:**

**RE: AMOUNT OF \$66,807,332 TO BE LEVIED AND ASSESSED UPON PROPERTIES IN  
ONEIDA COUNTY**

**WHEREAS,** The Oneida County Board of Legislators adopted the 2011 County Budget and it is now necessary to levy taxes accordingly, now, therefore, be it hereby

**RESOLVED,** That there be levied and assessed upon the taxable property of the County of Oneida therefore, for State and County purposes and for highway purposes, the sum of \$64,307,332, and be it further

**RESOLVED,** That there be levied and assessed upon the taxable property of the County of Oneida therefore for Town and County purposes the sum of \$2,500,000.00 as a reserve for unpaid taxes, and be it further

**RESOLVED,** That the total of the aforementioned levies shall be \$66,807,332.

**APPROVED:** Ways & Means Committee (December 29, 2010)

**DATED:** December 29, 2010

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.**

**INTRODUCED BY:**

**2ND BY:**

**RE: APPROVAL OF SPECIFIED AMOUNTS TO BE LEVIED AGAINST UTICA AND  
SPECIFIED TOWNS FOR DELINQUENT SEWER CHARGES**

**WHEREAS,** The Finance Administrator, Oneida County Part County Sewer District, has filed with the Commissioner of Finance an itemized statement showing owners and the amounts of arrears of said owners for Sewer Use Charges, on file with the Commissioner of Finance, now, therefore, be it hereby

**RESOLVED,** That there shall be levied and extended on the 2011 tax rolls of the towns and cities listed below against the properties owned by the various persons in the amounts set opposite their respective names, as follows:

MUNICIPALITY	AMOUNT
Utica	\$166,216.74
Deerfield	\$ 7,333.13
Marcy	\$ 11,119.45
New Hartford	\$ 21,588.36
Whitestown	\$ 32,747.15
Paris	\$ 18,405.60
Trenton	<u>\$ 1,535.81</u>
<b>TOTAL</b>	<b>\$258,946.24</b>

\*plus items posted for insufficient funds or similar adjustments if necessary.

APPROVED: Ways & Means Committee (December 29, 2010)

DATED: December 29, 2010

**INTRODUCTORY  
NO.**

**F.N.**

## **ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.**

**INTRODUCED BY:**

**2ND BY:**

**RE: AMOUNTS TO BE LEVIED AND ASSESSED UPON CERTAIN ONEIDA INDIAN NATION PROPERTIES IN ONEIDA COUNTY PURSUANT WITH CHAPTER 144, STATE FINANCE LAW, LAWS OF NEW YORK, 2010**

**WHEREAS,** The New York State Legislature has enacted legislation to address the uncertainty that exists as to when, and to what extent, the Oneida Indian Nation will pay taxes, and

**WHEREAS,** The administrative calculations of tax liability within the County are contingent upon an accurate and final determination of property tax liability and payment against such liabilities, and

**WHEREAS,** It is necessary to generally preserve the status quo for all other property owners pending the resolution of the uncertainty, now, therefore, be it hereby

**RESOLVED,** That the sums generated from additional value assessments on certain properties owned by the Oneida Indian Nation as specified in said legislation are levied and extended on the 2011 tax rolls.

**APPROVED:** Ways & Means Committee (December 29, 2010)

**DATED:** December 29, 2010



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

FN 20 10 - 476

December 23, 2010

Board of Legislators  
800 Park Ave.  
Utica, NY 13501

**READ & FILED**

Honorable Members:

Pursuant to Rule 29 of the Rules of the Board, I do hereby extend into 2011 the following Docket Numbers:

2010-445  
2010-446  
2010-447  
2010-451  
2010-452  
2010-465  
2010-466  
2010-468  
2010-469  
2010-470

Thank you for your consideration.

Sincerely,

Gerald J. Fiorini  
Chairman

2010 DEC 27 PM 10:16  
CLERK OF COUNTY LEGISLATURE

# ONEIDA-HERKIMER SOLID WASTE AUTHORITY

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## BOARD MEMBERS

Donald Gross, Chairman  
Neil C. Angell, Vice Chairman  
Harry A. Hertline, Treasurer  
Vincent A. Casale  
Alicia Dicks

James M. D'Onofrio  
Barbara Freeman  
Kenneth A. Long  
Robert J. Roberts, III  
James M. Williams

William A. Rabbia, Executive Director  
Peter M. Rayhill, Authority Counsel  
Jodi M. Tuttle, Authority Secretary

December 21, 2010

FN 20 10 477

Mr. Mikale Billard  
Clerk  
Oneida County Board of Legislators  
800 Park Ave.  
Utica, NY 13501

**READ & FILED**

Dear Mr. Billard:

Please find enclosed for your information and file a copy of the adopted 2011 budget for the Oneida-Herkimer Solid Waste Management Authority. This is being forwarded to you pursuant to Article IX, Section 9.2 of the Authority Bylaws and the Public Authorities Accountability Act of 2005.

If you have any questions, please contact me at (315)733-1224.

Sincerely,



William A. Rabbia  
Executive Director

WAR/jmt



**ONEIDA-HERKIMER  
SOLID WASTE  
AUTHORITY**

**2011  
ADOPTED  
BUDGET**

ADOPTED: DECEMBER 20, 2010





# ONEIDA-HERKIMER SOLID WASTE AUTHORITY

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## BOARD MEMBERS

Donald Gross, Chairman  
Nell C. Angell, Vice Chairman  
Harry A. Hertline, Treasurer  
Vincent A. Casale  
Alicia Dicks

James M. D'Onofrio  
Barbara Freeman  
Kenneth A. Long  
Robert J. Roberts, III  
James M. Williams

William A. Rabbia, Executive Director  
Peter M. Rayhill, Authority Counsel  
Jodi M. Tuttle, Authority Secretary

## Introductory No. 33

## Resolution No. 33

Introduced by: Mr. Hertline

Seconded by: Mr. Roberts

### **RE: APPROVAL OF 2011 ONEIDA-HERKIMER SOLID WASTE MANAGEMENT AUTHORITY BUDGET AND 2011 RATE SCHEDULE AND THE 2011-2012 SOLID WASTE COLLECTION AND DISPOSAL PERMIT RULES AND REGULATIONS**

**WHEREAS,** the Authority commenced the budget preparation process in August; and

**WHEREAS,** the Finance Committee of the Board of Directors reviewed financial information, revenue estimates, and expenditure requests and the Committee evaluated alternatives and compiled a proposed budget for 2011; and

**WHEREAS,** the proposed budget for the Oneida-Herkimer Solid Waste Management Authority for 2011 was distributed on October 29, 2010 in conformance with the Public Authorities Accountability Act, the Authority statute and bylaws; and

**WHEREAS,** the proposed budget has been available for public comment since October 29, 2010 and it was also the subject of a public briefing at the Authority meeting on November 15, 2010; and

**WHEREAS,** a public hearing was held on December 20, 2010 to receive and consider public comment on the proposed budget; and

**WHEREAS,** all other provisions of the Public Authorities Accountability Act, Authority statute and bylaws were met with respect to the proposed budget; and

**WHEREAS,** the proposed budget for the Authority covers the revenues and expenditures for the Administrative function, the Western Transfer Station, the Eastern Transfer Station, the Green Waste Compost Facility, the Recycling Center, the Household Hazardous Waste Facility, Debt Service, the Regional Landfill Facility, the Utica collection function, the Ilion collection function, the Frankfort collection function, the Mohawk collection function, the Dolgeville collection function and the Herkimer collection function; and

**Introductory No. 33**

**Resolution No. 33**

Page 2

**WHEREAS**, the Authority is continuing a system of fees and charges which meet all its obligations and support its functions and also provide direct economic incentives to maximize recycling; now, therefore, be it

**RESOLVED**, that the Authority hereby adopts the 2011 budget as attached; and be it further

**RESOLVED**, the attached schedule of charges be adopted for Authority Services for 2011; and be it further

**RESOLVED**, that the Authority hereby approves the 2011-2012 Solid Waste Collection and Disposal Permit Rules and Regulations as attached; and be it further

**RESOLVED**, that the Authority reserves the right to establish or amend fees, as it may deem necessary, at a later date.

Adopted by the following vote:

AYES\_8\_ NAYS\_0\_

Absent: Ms. Dicks and Mr. Long

Dated: December 20, 2010

2011 ADOPTED FEE SCHEDULE WASTE CLASS	CONTRACT PERMITTED HAULER RATE PER TON OR RATE PER ITEM	NON-CONTRACT PERMITTED HAULER RATE PER TON OR RATE PER ITEM	RESIDENT RATE PER TON OR RATE PER ITEM
Municipal Solid Waste (Non-Recyclable Waste)	\$72.15	\$115.00	\$72.15
Local Waste	\$63.00	N/A	N/A
Sludge	\$72.15	\$115.00	N/A
Construction & Demolition	\$58.00	\$115.00	\$58.00
C&D T&D Roll-Off	\$73.00	N/A	N/A
C&D T&D Trailer	\$58.00	N/A	N/A
C&D - Trailer Direct Haul	\$50.00	N/A	N/A
Waste Mixed with 25% Recyclables	\$144.30	\$230.00	\$144.30
Select C&D	\$25.00	N/A	\$25.00
Clean Wood Pallets	\$15.00	\$15.00	\$15.00
Direct Haul Special Waste	\$55.00	\$87.00	N/A
Direct Haul Asbestos	\$120.00	\$159.00	N/A
ADC/Contaminated Soil – Regional Landfill Cover	\$15-\$30	N/A	N/A
System Recyclables	\$0.00	\$49.00	\$0.00
Out of Region Mixed Recyclables	\$26.00	N/A	N/A
Out of Region Container Recyclables	\$49.00	N/A	N/A
Recyclables Mixed with Unacceptable Material	\$72.15	\$115.00	\$72.15
Green Waste Compost Disposal	\$15.00	\$18.50	\$5.00 Flat Fee P/U Truck/Trailer
Green Waste Compost Disposal - Minimum Charge	\$5.00	\$5.00	Small Load - No Charge
Bulk Compost Out - Large P/U Truck (we load)	N/A	N/A	\$20.00 Flat Fee
Bulk Compost Out - Small P/U Truck (we load)	N/A	N/A	\$15.00 Flat Fee
Bulk Compost Out - Less than 100 yd. (we load)	N/A	N/A	\$15.00 Per Yard
Bulk Compost Out - Greater than 100 yd. (we load)	N/A	N/A	\$12.00 Per Yard - By Appointment Only
Stumps, Root Balls & Oversized Limbs	\$15.00	\$18.50	N/A
Tires up to 16" (Per Tire)	\$2.50	\$3.00	\$2.50
Tires 700 to 900 Series (Per Tire)	\$4.50	\$5.50	\$4.50
Tires 900 to 11.20 Series (Per Tire)	\$12.50	\$15.50	\$12.50
Tractor Tires (Per Tire)	\$20.00	\$25.00	\$20.00
Tires Bulk	\$190.00	\$235.00	\$190.00
Tires on a Rim Add for Each	\$2.00	\$2.00	\$2.00
Household White Goods (i.e. Washers) Per Item	\$0.00	\$0.00	\$0.00
Household Items w/CFCs (i.e. Freezers) Per Item	\$10.00	\$15.00	\$10.00
35-Gallon Bag of MSW	N/A	N/A	\$2.00
One Bulk Item (i.e. Chair/Sofa/Table)	N/A	N/A	\$5.00
Minimum Load Charge MSW 0 to 250 lbs.	\$10.00 Flat Fee	\$15.00 Flat Fee	\$10.00 Flat Fee
Minimum Load Charge MSW 251 to 500 lbs.	\$18.00 Flat Fee	\$28.75 Flat Fee	\$18.00 Flat Fee
Minimum Load Charge MSW 501 to 750 lbs.	\$27.50 Flat Fee	\$43.25 Flat Fee	\$27.50 Flat Fee
Minimum Load Charge MSW 751 to 1,000 lbs.	\$36.00 Flat Fee	\$57.50 Flat Fee	\$36.00 Flat Fee
Minimum Load Charge - C & D 0 to 250 lbs.	\$10.00 Flat Fee	\$15.00 Flat Fee	\$10.00 Flat Fee
Minimum Load Charge - C & D 251 to 500 lbs.	\$14.50 Flat Fee	\$28.75 Flat Fee	\$14.50 Flat Fee
Minimum Load Charge - C & D 501 to 750 lbs.	\$22.00 Flat Fee	\$43.25 Flat Fee	\$22.00 Flat Fee
Minimum Load Charge - C & D 751 to 1,000 lbs.	\$29.00 Flat Fee	\$57.50 Flat Fee	\$29.00 Flat Fee
Penalty for Untarped Loads	\$10.00	\$10.00	\$10.00
Manually Removing Frozen Loads	\$0.00	\$25.00	N/A
Vehicle Weight Fee	\$5.00	\$10.00	\$5.00

MSW = Municipal Solid Waste (Non-Recyclable Waste)

ADC = Alternate Daily Cover

C&D = Construction & Demolition Debris

T&D = Trucking & Disposal

N/A = Non-Applicable



<b>ADOPTED 2011 AUTHORITY REVENUES</b>				
<b>CATEGORY</b>	<b>2009 AMENDED BUDGET</b>	<b>2010 SIX MONTHS ACTUAL</b>	<b>2010 AMENDED BUDGET</b>	<b>2011 ADOPTED BUDGET</b>
System Tipping Fee (STF)	\$18,747,200	\$8,734,818	\$18,205,737	\$18,258,200
Sale of Recyclables	\$2,100,000	\$1,492,069	\$1,665,000	\$1,600,000
Recyclable Processing Fees	\$0	\$37,676	0	\$80,000
Compost Tipping Fees	\$168,000	\$66,316	\$168,000	\$148,000
Interest Earnings	\$450,000	\$228,691	\$385,000	\$410,000
Recycling Fees-Tires	\$100,000	\$62,732	\$145,000	\$125,000
Bottle Redemption	\$42,000	\$27,714	\$40,000	\$38,600
Department Transfers	\$140,200	\$66,600	\$132,200	\$98,200
HHW Grant	\$73,500	\$0	\$71,563	\$60,000
CESQG Fees	\$45,500	\$23,428	\$45,500	\$46,000
Sale of Equipment	\$35,000	\$0	\$25,000	\$15,000
Discounts	(\$20,000)	(\$8,261)	(\$20,000)	(\$17,000)
Penalties	\$10,000	(\$986)	\$5,000	\$2,000
Permits	\$2,600	\$870	\$5,000	\$5,000
Sale of Compost	\$78,000	\$58,402	\$120,000	\$95,000
Miscellaneous Income	\$69,000	\$62,037	\$55,000	\$50,000
Landfill Gas Revenues	\$0	\$0	\$0	\$25,000
<b>Subtotal</b>	<b>\$22,041,000</b>	<b>\$10,852,106</b>	<b>\$21,048,000</b>	<b>\$21,039,000</b>
<b>ADOPTED 2011 LOCAL GOVERNMENT REVENUES</b>				
<b>CATEGORY</b>	<b>2009 AMENDED BUDGET</b>	<b>2010 SIX MONTHS ACTUAL</b>	<b>2010 AMENDED BUDGET</b>	<b>2011 ADOPTED BUDGET</b>
Total Revenue	\$620,998	\$311,796	\$618,000	\$621,500
Sale of Bags	\$2,099,116	\$1,001,144	\$2,054,500	\$2,034,400
User Fees	\$2,075,000	\$951,381	\$2,075,000	\$2,055,000
Interest Earnings	\$50,000	\$5,343	\$35,200	\$20,400
Penalties	\$30,000	\$16,340	\$30,000	\$39,000
Miscellaneous Income	\$220,000	\$2,221	\$279,300	\$264,700
<b>Subtotal</b>	<b>\$5,095,114</b>	<b>\$2,288,225</b>	<b>\$5,092,000</b>	<b>\$5,035,000</b>
<b>TOTAL REVENUES</b>	<b>\$27,136,114</b>	<b>\$13,140,331</b>	<b>\$26,140,000</b>	<b>\$26,074,000</b>



**ADOPTED 2011 AUTHORITY EXPENSES**

<b>CATEGORY</b>	<b>2009 AMENDED BUDGET</b>	<b>2010 SIX MONTHS ACTUAL</b>	<b>2010 AMENDED BUDGET</b>	<b>2011 ADOPTED BUDGET</b>
Salaries & Wages	\$3,293,749	\$1,430,387	\$3,052,379	\$2,945,044
Overtime/Shift Differential	\$254,500	\$109,916	\$203,000	\$203,100
Other Fees & Services	\$925,000	\$258,870	\$955,925	\$606,500
Temporary Labor	\$38,000	\$72,889	\$123,000	\$75,000
Office Equipment & Supplies	\$44,500	\$18,342	\$43,800	\$35,700
Insurance	\$131,100	\$53,605	\$138,750	\$130,200
Rent/Lease of Equipment	\$159,600	\$12,075	\$27,000	\$23,700
Utilities	\$399,200	\$146,876	\$353,800	\$310,800
Telephone	\$35,500	\$15,895	\$36,500	\$35,700
Postage/Shipping	\$15,000	\$9,620	\$16,100	\$16,500
Training	\$23,000	\$8,398	\$20,000	\$22,500
Public Information	\$75,000	\$2,233	\$51,000	\$150,000
Uniforms & Safety	\$36,000	\$15,024	\$35,000	\$29,000
Auto Supplies/Repairs	\$211,300	\$67,207	\$197,400	\$166,500
Travel	\$16,000	\$3,370	\$18,000	\$18,000
Gas & Oil	\$1,285,500	\$390,110	\$956,230	\$880,220
Materials & Supplies	\$308,500	\$101,944	\$271,500	\$192,500
Maintenance Service Contracts	\$92,000	\$45,758	\$121,000	\$129,300
Transportation	\$2,383,000	\$1,094,708	\$2,201,000	\$2,658,000
Disposal Fees	\$262,500	\$95,664	\$250,000	\$250,000
Host Community Fee	\$0	\$290,971	\$638,000	\$697,000
Other Expenses	\$459,900	\$103,730	\$327,500	\$269,500
Retirement	\$282,600	\$165,352	\$228,267	\$511,028
Social Security	\$265,682	\$112,299	\$249,036	\$240,833
Workers Compensation	\$70,700	\$42,432	\$82,442	\$86,500
Health Insurance	\$658,500	\$342,780	\$748,570	\$846,000
GASB 45 Contribution	\$0	\$49,135	\$77,000	\$80,000
Debt Service	\$6,685,000	\$906,990	\$6,684,000	\$6,684,000
Capital Projects	\$376,200	\$161	\$416,500	\$292,750
Depreciation	\$0	\$2,017,722	\$0	
Reserves	\$2,723,000	\$219,800	\$2,255,000	\$2,190,000
Contingency	\$530,469	\$0	\$270,301	\$263,125
<b>TOTAL EXPENSES</b>	<b>\$22,041,000</b>	<b>\$8,204,263</b>	<b>\$21,048,000</b>	<b>\$21,039,000</b>

**ADOPTED 2011 LOCAL GOVERNMENT EXPENSES**

<b>CATEGORY</b>	<b>2009 AMENDED BUDGET</b>	<b>2010 SIX MONTHS ACTUAL</b>	<b>2010 AMENDED BUDGET</b>	<b>2011 ADOPTED BUDGET</b>
Salaries & Wages	\$191,864	\$110,646	\$230,987	\$221,296
Overtime/Shift Differential	\$25,000	\$7,725	\$7,000	\$15,000
Other Fees & Services	\$311,600	\$127,530	\$262,000	\$263,800
Temporary Labor	\$3,000	\$0	\$1,500	
Office Equipment & Supplies	\$6,500	\$472	\$5,000	\$3,000
Insurance	\$25,000	\$10,669	\$24,800	\$22,000
Rent/Lease of Equipment	\$38,300	\$17,140	\$35,300	\$35,600
Utilities	\$0	\$0	\$0	
Telephone	\$1,000	\$196	\$1,000	\$500
Postage/Shipping	\$13,000	\$7,002	\$13,000	\$13,000
Training	\$0	\$0	\$0	
Public Information	\$4,000	\$0	\$5,000	\$2,000
Uniforms & Safety	\$1,500	\$666	\$1,000	\$1,000
Auto Supplies/Repairs	\$6,000	\$1,379	\$4,000	\$3,500
Travel	\$0	\$105	\$0	
Gas & Oil	\$12,000	\$1,581	\$17,500	\$8,000
Materials & Supplies	\$0	\$0	\$0	
Maintenance Service Contracts	\$0	\$420	\$0	
Transportation	\$0	\$0	\$0	
Disposal Fees	\$1,826,085	\$854,547	\$1,766,500	\$1,770,000
Collection Fees	\$2,147,673	\$1,086,666	\$2,180,550	\$2,212,230
Other Expenses	\$73,200	\$49,858	\$83,200	\$79,747
Retirement	\$17,400	\$26,167	\$25,200	\$36,862
Social Security	\$16,000	\$9,003	\$18,206	\$18,077
Workers Compensation	\$4,000	\$3,192	\$9,059	\$7,000
Health Insurance	\$20,000	\$18,824	\$31,430	\$45,000
Debt Service	\$16,000	\$8,000	\$16,000	\$16,000
Capital Projects	\$28,000	\$0	\$33,500	\$4,250
Depreciation	\$0	\$21,133	\$0	
Reserves	\$0	\$0	\$0	
Contingency	\$32,992	\$0	\$31,268	\$7,138
Transfers to Other Departments	\$80,000	\$47,000	\$94,000	\$60,000
Bad Debt	\$195,000	\$95,000	\$195,000	\$190,000
<b>TOTAL EXPENSES</b>	<b>\$5,095,114</b>	<b>\$2,504,921</b>	<b>\$5,092,000</b>	<b>\$5,035,000</b>



**2011 Adopted  
Capital Plan**

	2011	2012	2013	2014	2015
<b>Recycling Center</b>					
Fleet Maint. Pick-Up Truck					\$34,000
Roll-Off Boxes	\$8,500			\$10,000	\$12,000
Schuler Highway Repairs	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Skid Steer Loaders					\$35,000
Heavy Duty Pick-Up Truck				\$32,000	
Loader			\$150,000		
Conveyors					
Dock Levelers/Seals					
Roll-Off/Rail Truck			\$130,000		
Scale 4 Replacement					
Single Stream Conversion	\$10,000,000				
Scale Deck				\$20,000	\$20,000
<b>RC Total</b>	<b>\$10,033,500</b>	<b>\$25,000</b>	<b>\$305,000</b>	<b>\$87,000</b>	<b>\$126,000</b>
<b>Administration</b>					
Capital Reserve				\$50,000	\$50,000
4WD Pick-Up Truck			\$30,000		
Handicap Lift				\$30,000	
Car/SUV			\$30,000		
Computer System Upgrades			\$5,000	\$15,000	
Parking Lot/Sidewalk Repair	\$7,000				
Food Waste Compost (2)	\$13,000	\$25,000	\$25,000		
Interior Renovation/AC Upgrade					
<b>Admin. Total</b>	<b>\$20,000</b>	<b>\$25,000</b>	<b>\$90,000</b>	<b>\$95,000</b>	<b>\$50,000</b>
<b>Regional Landfill</b>					
Tracked Skidsteer					
Crew Truck		\$40,000			
LF Compactor	\$800,000				
LGP Dozer					\$350,000
Excavator					
Pick-Up Truck			\$38,000		
Utility Vehicle					
Rock Truck					
Water Truck		\$30,000			
Fuel Truck		\$30,000			
Cell Construction				\$5,500,000	
Closure/Partial				\$960,000	
Stake Rack Truck Bed	\$4,000				
Parts Steam Cleaner	\$20,000				
Roller (Used)				\$40,000	
Government Surplus Equipment	\$10,000	\$10,000	\$10,000	\$10,000	
<b>RLF Total</b>	<b>\$834,000</b>	<b>\$110,000</b>	<b>\$48,000</b>	<b>\$6,510,000</b>	<b>\$350,000</b>

**2011 Adopted  
Capital Plan**

	2011	2012	2013	2014	2015
<b>Eastern Transfer Station</b>					
Govt. Surplus Equip	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Schuler Highway Repairs	\$25,000	\$25,000	\$25,000	\$25,000	
Roll-Off Truck				\$140,000	
Excavator		\$220,000			
Tip Floor Work				\$75,000	
Overhead Doors			\$25,000	\$25,000	
Ventilation			\$5,000		
Snow Plow					
Loader				\$190,000	
Scale Pit Repair	\$15,000				
<b>ETS Total</b>	<b>\$50,000</b>	<b>\$255,000</b>	<b>\$65,000</b>	<b>\$465,000</b>	<b>\$10,000</b>
<b>Western Transfer Station</b>					
3/4 ton 4WD Pick-Up Truck w/Plow					
Govt. Surplus Equip	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Excavator			\$225,000		
Loader		\$200,000			
Roof Repair	\$175,000				
Tip Floor Repair					
Overhead Door Repair/Replacement					
Paving				\$20,000	
Roll-Off Box	\$4,250		\$5,000		\$5,500
<b>WTS Total</b>	<b>\$189,250</b>	<b>\$210,000</b>	<b>\$240,000</b>	<b>\$30,000</b>	<b>\$15,500</b>
<b>Green Waste Compost</b>					
Grinder w/Trade-In				\$450,000	
Screen w/Trade In			\$220,000		
Loader		\$180,000			
<b>GWC Total</b>	<b>\$0</b>	<b>\$180,000</b>	<b>\$220,000</b>	<b>\$450,000</b>	<b>\$0</b>
<b>Household Hazardous Waste</b>					
Hazardous Unit Grates (4)				\$60,000	
Hazardous Storage				\$60,000	
Lab Tables					
Battery Storage Units					
Ventilation					
<b>HHW Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$120,000</b>	<b>\$0</b>
<b>Utica Waste Collection</b>					
Dump Vehicle			\$42,000		
Pickup Truck					\$30,000
Roll-Off Box	\$4,250		\$5,000		\$5,500
2 - 25cy Packer Trucks				\$285,000	
<b>UWC Total</b>	<b>\$4,250</b>	<b>\$0</b>	<b>\$47,000</b>	<b>\$285,000</b>	<b>\$35,500</b>
<b>TOTAL CAPITAL PLAN</b>	<b>\$11,131,000</b>	<b>\$805,000</b>	<b>\$1,015,000</b>	<b>\$8,042,000</b>	<b>\$587,000</b>
Closure/Post-Closure Reserve Drawdown	\$0	\$0	\$0	(\$960,000)	\$0
RLF Equipment Reserve Drawdown	(\$834,000)	(\$110,000)	(\$48,000)	(\$50,000)	(\$350,000)
Liner Extension Reserve Drawdown	\$0	\$0	\$0	(\$5,500,000)	\$0
Single-Stream Debt Issuance	(\$10,000,000)				
<b>Current Year Operating Budget Capital Purchases</b>	<b>\$297,000</b>	<b>\$695,000</b>	<b>\$967,000</b>	<b>\$1,532,000</b>	<b>\$237,000</b>

**Oneida Herkimer Solid Waste Authority  
Recycling Center  
2011 Adopted Budget**

	2009	2010	2010	2011
	Actual	Actual	Amended	Adopted
		6 Mo.	Budget	Budget
<b>Operating Revenue</b>				
System Tip Fee Revenue	\$0	\$0	\$0	
Sale of Recyclables	\$1,639,167	\$1,492,069	\$1,665,000	\$1,600,000
Bottle Redemption	\$40,965	\$27,714	\$40,000	\$38,600
Tipping Fees - Recyclables	\$69,394	\$37,676	\$0	\$80,000
Tire Recycling Fees	\$136,826	\$62,732	\$145,000	\$125,000
Miscellaneous Income	\$45,886	\$35,547	\$55,000	\$45,000
Gain/Loss on Sale of Property	\$30,597	\$592	\$25,000	\$15,000
Transfer From Other Depts	\$26,000	\$0	\$0	\$0
Operating Grants	\$0	\$0	\$0	\$0
<b>Total Operating Revenue</b>	<b>\$1,988,835</b>	<b>\$1,656,330</b>	<b>\$1,930,000</b>	<b>\$1,903,600</b>
<b>Operating Expenses</b>				
Salaries & Wages	\$1,236,639	\$581,973	\$1,261,303	\$1,050,000
Overtime	\$61,525	\$36,520	\$40,000	\$36,000
Shift Differential	\$3,439	\$1,828	\$4,000	\$4,000
Other Fees & Services	\$239	\$268	\$500	\$500
Temporary Labor	\$112,763	\$72,889	\$123,000	\$75,000
Automotive & Other Equipment	\$369	\$0	\$0	\$0
Office Equipment, Furn. & Fixtures	\$965	\$1,232	\$1,500	\$1,000
Office Supplies	\$1,610	\$1,604	\$2,000	\$2,500
Insurance	\$55,709	\$22,437	\$60,400	\$57,000
Rent/Lease Prop. & Equipment	\$16,715	\$8,548	\$18,000	\$15,000
Electric	\$124,391	\$61,656	\$148,000	\$130,000
Heat	\$39,630	\$25,621	\$70,000	\$60,000
Water/Sewer	\$3,583	\$1,748	\$3,800	\$3,800
Telephone	\$7,727	\$4,561	\$8,500	\$9,200
Postage/Shipping	\$231	\$16	\$0	\$0
Training & Special Schools	\$0	\$1,100	\$2,000	\$1,500
Uniforms & Safety	\$16,107	\$9,102	\$21,000	\$15,000
Automotive Supplies	\$23,029	\$28,493	\$50,000	\$36,000
Automotive Repairs	\$1,202	\$84	\$5,000	\$2,500
Travel & Subsistence	\$38	\$32	\$0	\$0
Gasoline & Oil	\$70,568	\$39,294	\$100,000	\$75,000
Other Materials & Supplies	\$129,641	\$58,609	\$160,000	\$100,000
Tire Disposal	\$87,646	\$40,177	\$100,000	\$100,000
Maintenance & Service Contracts	\$17,057	\$5,443	\$18,000	\$15,800
Transportation	\$0	\$0	\$0	\$350,000
Other Expenses	\$20,901	\$8,550	\$25,000	\$20,000
Host Community Benefit	\$31,921	\$13,750	\$34,000	\$34,000
Depreciation & Amortization	\$664,131	\$330,670	\$0	\$0
Retirement	\$91,252	\$72,801	\$153,900	\$170,040
Social Security	\$94,042	\$45,157	\$99,856	\$83,385
Workers Compensation	\$39,500	\$17,340	\$33,215	\$35,000
Unemployment	\$0	\$0	\$1,000	\$1,000
Health Insurance	\$323,003	\$164,541	\$355,372	\$420,000
<b>Total Operating Expenses</b>	<b>\$3,275,573</b>	<b>\$1,656,044</b>	<b>\$2,899,346</b>	<b>\$2,903,225</b>
<b>Non-Operating Expenses</b>				
Contingency	\$0	\$0	\$3,753	\$41,132
Capital Projects	\$0	\$0	\$134,500	\$33,500
<b>Total Non-Operating Expenses</b>	<b>\$0</b>	<b>\$0</b>	<b>\$138,253</b>	<b>\$74,632</b>
<b>Total Expenses</b>	<b>\$3,275,573</b>	<b>\$1,656,044</b>	<b>\$3,037,599</b>	<b>\$2,977,857</b>

**Oneida Herkimer Solid Waste Authority  
Administration  
2011 Adopted Budget**

	2009 Actual	2010 Actual 6 Mo.	2010 Amended Budget	2011 Adopted Budget
<b>Operating Revenue</b>				
System Tip Fee Revenue	\$0	\$0	\$0	\$0
Miscellaneous Income	(\$1,342)	\$10,126	\$0	\$0
Cash Discounts - Sales	(\$23,853)	(\$8,261)	(\$20,000)	(\$17,000)
Penalties & Late Charges	\$62	(\$986)	\$5,000	\$2,000
Permits	\$2,875	\$870	\$5,000	\$5,000
Discounts Earned	\$1,427	\$832	\$0	\$0
Special Project Fees	\$0	\$0	\$0	\$0
Transfer From Other Depts	\$119,200	\$66,600	\$132,200	\$98,200
Bank Rec Adjustments: Admin	\$95	(\$12)	\$0	\$0
Scale Over/Short: Admin	\$56	(\$157)	\$0	\$0
NSF fees collected: Admin	\$997	\$595	\$0	\$0
Operating Grants	\$0	\$0	\$0	\$0
Interest Earnings - Admin	\$562,440	\$228,691	\$385,000	\$410,000
Interest Earnings - Bond Issue	\$0	\$0	\$0	\$0
Gain/Loss on Sale of Property	\$0	\$0	\$0	\$0
<b>Total Operating Revenue</b>	<b>\$661,957</b>	<b>\$298,298</b>	<b>\$507,200</b>	<b>\$498,200</b>
<b>Operating Expenses</b>				
Salaries & Wages	\$798,367	\$364,053	\$782,815	\$828,914
Overtime	\$120	\$393	\$1,500	\$1,000
Shift Differential	\$0	\$0	\$0	\$0
Other Fees & Services	\$90,514	\$30,897	\$162,000	\$45,000
Temporary Labor	\$0	\$0	\$0	\$0
Automotive and Other Equipment	\$0	\$0	\$0	\$0
Office Equipment, Furn. & Fixtures	\$7,112	\$4,427	\$15,500	\$11,000
Office Supplies	\$7,899	\$5,080	\$12,000	\$10,000
Insurance	\$29,257	\$10,604	\$26,600	\$25,000
Rent/Lease Prop. & Equipment	\$2,494	\$1,394	\$2,500	\$3,000
Electric	\$6,856	\$2,949	\$7,000	\$7,000
Heat	\$2,974	\$1,667	\$5,000	\$4,000
Water/Sewer	\$402	\$220	\$500	\$500
Telephone	\$6,177	\$3,171	\$8,000	\$7,000
Postage/Shipping	\$13,893	\$9,465	\$15,000	\$16,000
Training & Special Schools	\$10,779	\$4,588	\$9,000	\$12,000
Public Information & Education	\$38,838	\$2,233	\$50,000	\$150,000
Uniforms & Safety	\$338	\$85	\$500	\$500
Automotive Supplies	\$1,421	\$894	\$1,500	\$1,500
Automotive Repairs	\$378	\$0	\$1,500	\$1,000
Travel & Subsistence	\$17,680	\$7,248	\$17,000	\$17,000
Gasoline & Oil	\$5,208	\$2,715	\$7,000	\$6,000
Other Materials & Supplies	\$5,193	\$2,597	\$7,500	\$5,500
Maintenance & Service Contracts	\$55,644	\$25,746	\$63,000	\$74,000
Other Expenses	\$16,955	\$8,163	\$15,000	\$19,000
Depreciation and Amoritzation	\$45,439	\$21,171	\$0	\$0
Bad Debt	\$13,936	\$0	\$0	\$0
Retirement	\$57,560	\$39,250	\$89,900	\$149,385
Social Security	\$58,491	\$27,084	\$58,853	\$63,488
Workers' Compensation	\$11,000	\$10,950	\$19,490	\$22,000
Health Insurance	\$120,370	\$68,364	\$137,250	\$163,000
GASB 45 Contribution	\$145,408	\$49,135	\$77,000	\$80,000
<b>Total Operating Expenses</b>	<b>\$1,570,703</b>	<b>\$704,543</b>	<b>\$1,592,908</b>	<b>\$1,722,787</b>
<b>Non-Operating Expenses</b>				
Contingency	\$0	\$0	\$525	\$15,030
Capital Projects	\$0	\$0	\$90,000	\$20,000
Capital Reserve	\$0	\$0	\$0	\$0
Transfer to Other Depts	\$0	\$0	\$0	\$0
Interest Expense	\$0	\$0	\$0	\$0
<b>Total Non-Operating Expenses</b>	<b>\$0</b>	<b>\$0</b>	<b>\$90,525</b>	<b>\$35,030</b>
<b>Total Expenses</b>	<b>\$1,570,703</b>	<b>\$704,543</b>	<b>\$1,683,433</b>	<b>\$1,757,817</b>

**Oneida Herkimer Solid Waste Authority**

**RLF**

**2011 Adopted Budget**

	<b>2009</b>	<b>2010</b>	<b>2010</b>	<b>2011</b>
	<b>Actual</b>	<b>Actual</b>	<b>Amended</b>	<b>Adopted</b>
		<b>6 Mo.</b>	<b>Budget</b>	<b>Budget</b>
<b>Operating Revenue</b>				
System Tip Fee Revenue	\$16,870,833	\$8,734,783	\$18,205,737	\$18,258,200
Sludge Revenue	\$0	\$0	\$0	\$0
Miscellaneous Income - RLF	\$1,964,843	\$6,234	\$0	\$5,000
Landfill Gas Revenues	\$0	\$0	\$0	\$25,000
Interest Earnings	\$0	\$0	\$0	\$0
<b>Total Operating Revenue</b>	<b>\$18,835,676</b>	<b>\$8,741,017</b>	<b>\$18,205,737</b>	<b>\$18,288,200</b>
<b>Operating Expenses</b>				
Salaries & Wages	\$424,595	\$234,567	\$487,782	\$510,538
Overtime	\$70,712	\$36,429	\$87,000	\$90,000
Shift Differential	\$3	\$1	\$0	\$0
Other Fees & Services	\$659,144	\$167,276	\$575,000	\$400,000
Temporary Labor	\$0	\$0	\$0	\$0
Automotive & Other Equipment	\$100	\$0	\$0	\$0
Office Equipment, Furn. & Fixtures	\$1,267	\$449	\$1,500	\$1,500
Office Supplies	\$3,244	\$1,182	\$3,500	\$3,000
Insurance	\$9,503	\$2,557	\$8,000	\$7,500
Rent/Lease Prop. & Equipment	\$4,308	\$934	\$3,500	\$2,500
Electric	\$16,626	\$9,304	\$22,000	\$20,000
Heat	\$24,798	\$20,908	\$33,000	\$30,000
Water/Sewer	\$0	\$0	\$0	\$0
Telephone	\$10,088	\$4,589	\$10,000	\$10,000
Postage/Shipping	\$566	\$95	\$1,100	\$500
Training & Special Schools	\$1,246	\$335	\$3,000	\$3,000
Public Information & Education	\$145	\$0	\$0	\$0
Uniforms & Safety	\$4,812	\$2,941	\$8,000	\$7,000
Automotive Supplies	\$38,067	\$20,492	\$35,000	\$38,000
Automotive Repairs	\$5,582	\$284	\$7,000	\$5,500
Travel & Subsistence	\$218	\$2,011	\$1,000	\$1,000
Gasoline & Oil	\$474,747	\$284,173	\$690,000	\$655,000
Other Materials & Supplies	\$47,168	\$21,415	\$61,000	\$50,000
Maintenance & Service Contracts	\$17,800	\$9,375	\$23,000	\$25,000
Transportation	\$2,255,063	\$1,081,348	\$2,181,000	\$2,284,000
Host Community Fees	\$0	\$177,500	\$400,000	\$450,000
Other Expenses	\$518,961	\$26,238	\$143,000	\$100,000
Disposal Fees - Contract/Regional Landfill	\$0	\$0	\$0	\$0
Disposal Fees - Leachate	\$248,605	\$95,664	\$250,000	\$250,000
Depreciation & Amortization	\$2,675,644	\$1,394,598	\$0	\$0
Retirement	\$36,695	\$23,500	\$66,867	\$93,684
Social Security	\$36,522	\$20,023	\$43,971	\$45,941
Workers Compensation	\$8,700	\$6,840	\$14,366	\$14,500
Health Insurance	\$59,655	\$45,832	\$65,528	\$108,000
<b>Total Operating Expenses</b>	<b>\$7,654,584</b>	<b>\$3,690,860</b>	<b>\$5,225,114</b>	<b>\$5,206,163</b>
<b>Non-Operating Expenses</b>				
Contingency	\$510,000	\$0	\$150,869	\$174,390
Reserves	\$0	\$219,800	\$2,255,000	\$2,190,000
Capital Projects	\$0	\$161	\$0	\$0
Transfer to Other Depts	\$0	\$0	\$0	\$0
Interest Expense/Principal	\$0	\$0	\$0	\$0
Project Studies	\$0	\$0	\$0	\$0
Trustee Fees	\$0	\$0	\$0	\$0
<b>Total Non-Operating Expenses</b>	<b>\$510,000</b>	<b>\$219,961</b>	<b>\$2,405,869</b>	<b>\$2,364,390</b>
<b>Total Expenses</b>	<b>\$8,164,584</b>	<b>\$3,910,821</b>	<b>\$7,630,983</b>	<b>\$7,570,553</b>

**Oneida Herkimer Solid Waste Authority  
ETS**

**2011 Adopted Budget**

	2009	2010	2010	2011
	Actual	Actual	Amended	Adopted
		6 Mo.	Budget	Budget
<b>Operating Expenses</b>				
Salaries & Wages	\$273,223	\$119,759	\$246,368	\$256,727
Overtime	\$33,838	\$17,548	\$34,000	\$35,000
Shift Differential	\$779	\$416	\$1,000	\$1,000
Other Fees & Services	\$0	\$0	\$1,000	\$0
Automotive & Other Equipment	\$0	\$0	\$0	\$0
Office Furniture & Equipment	\$698	\$1,391	\$500	\$1,000
Office Supplies	\$1,289	\$593	\$2,000	\$1,500
Insurance	\$15,831	\$7,458	\$18,200	\$16,000
Rent/Lease Prop. & Equipment	\$126	\$54	\$500	\$500
Electric	\$0	\$0	\$0	\$0
Postage/Shipping	\$25	\$45	\$0	\$0
Training and Special Schools	\$0	\$0	\$0	\$0
Uniforms & Safety	\$2,399	\$1,555	\$2,000	\$3,000
Automotive Supplies	\$23,218	\$8,271	\$31,000	\$25,000
Automotive Repairs	\$4,508	\$1,170	\$6,000	\$5,000
Travel & Subsistence	\$9	\$4	\$0	\$0
Gasoline & Oil	\$44,350	\$26,550	\$63,055	\$59,737
Other Materials & Supplies	\$1,915	\$376	\$3,000	\$2,000
Maintenance & Service Contracts	\$5,003	\$1,757	\$3,500	\$4,000
Transportation	\$10,285	\$6,865	\$16,000	\$16,000
Other Expenses	\$3,745	\$914	\$3,500	\$3,000
Disposal Fees - Other	\$0	\$0	\$0	\$0
Host Community Benefit	\$133,417	\$63,114	\$135,000	\$135,000
Depreciation and Amortization	\$239,429	\$121,825	\$0	\$0
Retirement	\$18,034	\$13,833	\$33,200	\$45,665
Social Security	\$22,467	\$10,003	\$21,525	\$22,394
Workers Compensation	\$5,500	\$3,648	\$7,135	\$7,300
Health Insurance	\$63,195	\$26,588	\$70,618	\$64,000
<b>Total Operating Expenses</b>	<b>\$903,283</b>	<b>\$433,737</b>	<b>\$699,101</b>	<b>\$703,823</b>
<b>Non-Operating Expenses</b>				
Contingency	\$0	\$0	\$410	\$10,869
Capital Projects	\$0	\$0	\$81,000	\$50,000
Total Non-Operating Expenses	\$0	\$0	\$81,410	\$60,869
<b>Total Expenses</b>	<b>\$903,283</b>	<b>\$433,737</b>	<b>\$780,511</b>	<b>\$764,693</b>

**Oneida Herkimer Solid Waste Authority  
WTS**

**2011 Adopted Budget**

	2009	2010	2010	2011
	Actual	Actual	Amended	Adopted
		6 Mo.	Budget	Budget
<b>Operating Expenses</b>				
Salaries & Wages	\$223,871	\$104,122	\$217,559	\$228,892
Overtime	\$23,143	\$10,796	\$16,000	\$21,000
Shift Differential	\$60	\$6	\$500	\$100
Other Fees & Services	\$3,550	\$1,231	\$3,300	\$2,500
Automotive & Other Equipment	\$0	\$0	\$0	\$0
Office Equipment, Furn. & Fixtures	\$395	\$1,710	\$800	\$1,500
Office Supplies	\$795	\$473	\$1,500	\$1,000
Insurance	\$19,232	\$8,698	\$20,850	\$20,000
Rent/Lease Prop. & Equipment	\$1,047	\$580	\$1,500	\$1,500
Electric	\$29,510	\$14,125	\$41,000	\$35,000
Heat	\$13,307	\$8,546	\$23,000	\$20,000
Water/Sewer	\$265	\$132	\$500	\$500
Telephone	\$8,991	\$3,383	\$9,500	\$9,000
Postage/Shipping	\$147	\$0	\$0	\$0
Training & Special Schools	\$0	\$0	\$1,000	\$1,000
Uniforms & Safety	\$2,301	\$847	\$2,500	\$2,500
Automotive Supplies	\$30,276	\$4,778	\$28,000	\$25,000
Automotive Repairs	\$5,700	\$124	\$4,900	\$4,000
Travel & Subsistence	\$0	\$0	\$0	\$0
Gasoline & Oil	\$30,465	\$17,817	\$42,750	\$40,500
Other Materials & Supplies	\$9,111	\$4,555	\$10,000	\$10,000
Maintenance & Service Contracts	\$11,186	\$3,438	\$13,000	\$10,000
Transportation	\$5,625	\$6,495	\$4,000	\$8,000
Other Expenses	\$4,859	\$1,808	\$7,000	\$5,000
Host Community Benefit	\$66,690	\$34,617	\$58,000	\$68,000
Depreciation & Amortization	\$151,388	\$77,745	\$0	\$0
Retirement	\$15,349	\$8,385	\$27,500	\$38,999
Social Security	\$17,741	\$8,197	\$17,906	\$19,124
Workers Compensation	\$4,800	\$2,736	\$5,948	\$5,500
Health Insurance	\$67,266	\$28,211	\$75,500	\$70,000
<b>Total Operating Expenses</b>	<b>\$747,070</b>	<b>\$353,555</b>	<b>\$634,013</b>	<b>\$648,615</b>
<b>Non-Operating Expenses</b>				
Contingency	\$0	\$0	\$73	\$10,600
Capital Projects	\$0	\$0	\$111,000	\$189,250
<b>Total Non-Operating Expenses</b>	<b>\$0</b>	<b>\$0</b>	<b>\$111,073</b>	<b>\$199,850</b>
<b>Total Expenses</b>	<b>\$747,070</b>	<b>\$353,555</b>	<b>\$745,086</b>	<b>\$848,465</b>

**Oneida Herkimer Solid Waste Authority  
GWC**

**2011 Adopted Budget**

	2009	2010	2010	2011
	Actual	Actual	Amended	Adopted
		6 Mo.	Budget	Budget
<b>Operating Revenue</b>				
Tipping Fee Revenue	\$159,142	\$66,316	\$168,000	\$148,000
Sale of Bagged Compost	\$0	\$0	\$0	
Sale of Bulk Compost	\$87,514	\$58,402	\$120,000	\$95,000
Miscellaneous Income	\$21,350	\$8,300	\$0	
Gain/Loss on Sale of Property	\$0	\$0	\$0	
Compost Bin Lease:GWC	\$499	\$0	\$0	
<b>Total Operating Revenue</b>	<b>\$268,505</b>	<b>\$133,018</b>	<b>\$288,000</b>	<b>\$243,000</b>
<b>Operating Expenses</b>				
Salaries & Wages	\$72,626	\$19,913	\$71,552	\$69,973
Overtime	\$15,024	\$5,971	\$19,000	\$15,000
Shift Differential	\$32	\$8	\$0	
Other Fees & Services	\$270	\$90	\$500	\$500
Automotive & Other Equipment	\$0	\$0	\$0	\$0
Office Equipment	\$499	\$0	\$500	\$200
Office Supplies	\$403	\$202	\$500	\$500
Insurance	\$4,365	\$1,851	\$4,700	\$4,700
Rent/Lease Prop. & Equipment	\$1,213	\$564	\$1,000	\$1,200
Telephone	\$395	\$191	\$500	\$500
Postage/Shipping	\$0	\$0	\$0	\$0
Training & Special Schools	\$0	\$0	\$0	\$0
Uniforms & Safety	\$787	\$495	\$1,000	\$1,000
Automotive Supplies	\$4,968	\$1,687	\$23,000	\$20,000
Automotive Repairs	\$1,698	\$931	\$4,500	\$3,000
Travel & Subsistence	\$0	\$0	\$0	\$0
Gasoline & Oil	\$32,834	\$19,560	\$46,425	\$43,983
Other Materials & Supplies	\$13,498	\$14,392	\$30,000	\$25,000
Maintenance & Service Contracts	\$334	\$0	\$500	\$500
Transportation	\$0	\$0	\$0	\$0
Other Expenses	\$1,529	\$444	\$4,000	\$2,500
Host Community Benefit	\$8,269	\$1,991	\$11,000	\$10,000
Depreciation and Amortization	\$91,419	\$45,709	\$0	\$0
Retirement	\$6,815	\$7,583	\$10,700	\$13,256
Social Security	\$6,329	\$1,835	\$6,927	\$6,500
Workers Compensation	\$1,200	\$918	\$2,287	\$2,200
Health Insurance	\$19,087	\$9,244	\$21,802	\$21,000
<b>Total Operating Expenses</b>	<b>\$283,594</b>	<b>\$133,579</b>	<b>\$260,393</b>	<b>\$241,512</b>
<b>Non-Operating Expenses</b>				
Contingency	\$0	\$0	\$825	\$4,543
Capital Projects	\$0	\$0	\$0	\$0
<b>Total Non-Operating Expenses</b>	<b>\$0</b>	<b>\$0</b>	<b>\$825</b>	<b>\$4,543</b>
<b>Total Expenses</b>	<b>\$283,594</b>	<b>\$133,579</b>	<b>\$261,218</b>	<b>\$246,056</b>



**Oneida Herkimer Solid Waste Authority**

**HHW**

**2011 Adopted Budget**

	2009	2010	2010	2011
	Actual	Actual	Amended	Adopted
		6 Mo.	Budget	Budget
<b>Operating Revenue</b>				
System Tip Fee Revenue	\$0			\$0
HHW Fees	\$57,895	\$23,428	\$45,500	\$46,000
Miscellaneous Income	\$0	\$0	\$0	
Operating Grants	(\$2,527)	\$0	\$71,563	\$60,000
<b>Total Operating Revenue</b>	<b>\$55,368</b>	<b>\$23,428</b>	<b>\$117,063</b>	<b>\$106,000</b>
<b>Operating Expenses</b>				
Other Fees & Services	\$190,801	\$59,109	\$180,625	\$158,000
Public Information & Education	\$0	\$0	\$1,000	\$0
Automotive & Other Equipment	\$38	\$304	\$2,000	\$1,000
Insurance	(\$20)	\$0	\$0	\$0
Training & Special Schools	\$4,345	\$2,375	\$5,000	\$5,000
Other Equipment	\$0	\$0	\$0	\$0
Uniforms & Safety	\$0	\$0	\$0	\$0
Travel & Subsistence	\$0	\$75	\$0	\$0
Other Materials and Supplies	\$37	\$0	\$0	\$0
Maintenance & Service Contracts	\$0	\$0	\$0	\$0
Depreciation & Amortization	\$9,489	\$4,648	\$0	\$0
Social Security	\$0	\$0	\$0	\$0
Other Expenses	\$0	\$0	\$0	\$0
<b>Total Operating Expenses</b>	<b>\$204,690</b>	<b>\$66,511</b>	<b>\$188,625</b>	<b>\$164,000</b>
<b>Non-Operating Expenses</b>				
Contingency	\$0	\$0	\$7,545	\$6,560
Transfer to Other Depts	\$26,000	\$10,500	\$21,000	\$11,000
Capital Projects	\$0	\$0	\$0	\$0
<b>Total Non-Operating Expenses</b>	<b>\$26,000</b>	<b>\$10,500</b>	<b>\$28,545</b>	<b>\$17,560</b>
<b>Total Expenses</b>	<b>\$230,690</b>	<b>\$77,011</b>	<b>\$217,170</b>	<b>\$181,560</b>

**Oneida Herkimer Solid Waste Authority**

**Debt Service**

**2011 Adopted Budget**

	<b>2009</b>	<b>2010</b>	<b>2010</b>	<b>2011</b>
	<b>Actual</b>	<b>Actual</b>	<b>Amended</b>	<b>Adopted</b>
		<b>6 Mo.</b>	<b>Budget</b>	<b>Budget</b>
<b>Non-Operating Expenses</b>				
Interest Expense	\$0	\$0	\$0	
Revenue Bonds - Interest Expense	\$2,025,864	\$906,990	\$6,684,000	\$6,684,000
Trustee Fees	\$7,500	\$6,500	\$8,000	\$8,000
<b>Total Non-Operating Expenses</b>	<b>\$2,033,364</b>	<b>\$913,490</b>	<b>\$6,692,000</b>	<b>\$6,692,000</b>
<b>Total Expenses</b>	<b>\$2,033,364</b>	<b>\$913,490</b>	<b>\$6,692,000</b>	<b>\$6,692,000</b>

**Oneida Herkimer Solid Waste Authority  
Utica Waste Collection  
2011 Adopted Budget**

	2009	2010	2010	2011
	Actual	Actual	Amended	Adopted
		6 Mo.	Budget	Budget
<b>Operating Revenue</b>				
Solid Waste Service Charge/Toter Rental	\$2,035,265	\$951,381	\$2,075,000	\$2,055,000
Sale of Bags	\$1,424,772	\$701,763	\$1,450,000	\$1,440,000
Miscellaneous Income	\$1,043	\$150	\$277,000	\$258,000
Penalties & Late Charges	\$38,165	\$16,340	\$30,000	\$39,000
Utica Cleanup Fees	\$1,079	\$735	\$1,000	\$1,000
Interest Earnings	\$27,581	\$5,133	\$35,000	\$20,000
<b>Total Operating Revenue</b>	<b>\$3,527,905</b>	<b>\$1,675,502</b>	<b>\$3,868,000</b>	<b>\$3,813,000</b>
<b>Operating Expenses</b>				
Salaries & Wages	\$194,423	\$110,646	\$230,987	\$221,296
Overtime	\$30,276	\$7,710	\$7,000	\$15,000
Shift Differential	\$6	\$14	\$0	\$0
Other Fees & Services	\$215,300	\$105,373	\$220,000	\$218,000
Temporary Labor	\$0	\$0	\$1,500	\$0
Office Equipment, Furn. & Fixtures	\$769	\$0	\$0	\$0
Office Supplies	\$2,890	\$472	\$5,000	\$3,000
Insurance	\$19,689	\$10,669	\$24,800	\$22,000
Rent/Lease Prop. & Equipment	\$540	\$270	\$1,000	\$1,000
Electric	\$0	\$0	\$0	\$0
Heat	\$0	\$0	\$0	\$0
Water/Sewer	\$0	\$0	\$0	\$0
Telephone	\$451	\$196	\$1,000	\$500
Postage/Shipping	\$11,640	\$7,002	\$13,000	\$13,000
Training & Special Schools	\$0	\$0	\$0	\$0
Public Information & Education	\$8,237	\$0	\$5,000	\$2,000
Uniforms & Safety	\$955	\$666	\$1,000	\$1,000
Automotive Supplies	\$2,980	\$1,250	\$3,000	\$3,000
Automotive Repairs	\$667	\$129	\$1,000	\$500
Travel & Subsistence	\$0	\$105	\$0	\$0
Gasoline & Oil	\$5,249	\$1,582	\$17,500	\$8,000
Other Materials & Supplies	\$92	\$0	\$0	\$0
Maintenance & Service Contracts	\$96	\$420	\$0	\$0
Other Expenses	\$41,189	\$29,332	\$60,000	\$56,547
Disposal Fees - Contract/Regional Landfill	\$1,289,178	\$613,653	\$1,275,000	\$1,275,000
Disposal Fees - Other	\$89,622	\$39,375	\$90,000	\$90,000
Fees for Collection Services	\$1,453,759	\$735,629	\$1,472,000	\$1,505,830
Depreciation & Amortization	\$40,127	\$21,133	\$0	\$0
Bad Debt	\$190,000	\$95,000	\$195,000	\$190,000
Bag Sales Bad Debt: UWC	\$0	\$0	\$0	\$0
Retirement	\$13,825	\$26,167	\$41,700	\$36,862
Social Security	\$16,479	\$9,003	\$18,206	\$18,077
Workers Compensation	\$4,000	\$3,192	\$9,059	\$7,000
Health Insurance	\$27,612	\$18,824	\$31,430	\$45,000
<b>Total Operating Expenses</b>	<b>\$3,660,051</b>	<b>\$1,837,812</b>	<b>\$3,724,182</b>	<b>\$3,732,612</b>
<b>Non-Operating Expenses</b>				
Contingency	\$0	\$0	\$318	\$138
Capital Projects	\$0	\$0	\$33,500	\$4,250
Transfer to Other Depts	\$80,000	\$47,000	\$94,000	\$60,000
Interest Expense	\$16,000	\$8,000	\$16,000	\$16,000
<b>Total Non-Operating Expenses</b>	<b>\$96,000</b>	<b>\$55,000</b>	<b>\$143,818</b>	<b>\$80,388</b>
<b>Total Expenses</b>	<b>\$3,756,051</b>	<b>\$1,892,812</b>	<b>\$3,868,000</b>	<b>\$3,813,000</b>

**Oneida Herkimer Solid Waste Authority  
Mohawk Waste Collection  
2011 Adopted Budget**

	2009	2010	2010	2011
	Actual	Actual	Amended	Adopted
		6 Mo.	Budget	Budget
<b>Operating Revenue</b>				
Solid Waste Service Charge/Toter Rental	\$75,165	\$36,310	\$77,000	\$73,000
Sale of Bags	\$82,396	\$43,244	\$78,000	\$83,000
Reactivation Fee	\$60	\$88	\$0	\$200
<b>Total Operating Revenue</b>	<b>\$157,621</b>	<b>\$79,642</b>	<b>\$155,000</b>	<b>\$156,200</b>
<b>Operating Expenses</b>				
Other Fees & Services	\$8,022	\$3,799	\$6,000	\$8,000
Office Supplies	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0
Rent/Lease Prop. & Equipment	\$3,348	\$1,605	\$4,000	\$3,500
Postage/Shipping	\$0	\$0	\$0	\$0
Other Expenses	\$4,700	\$2,350	\$4,700	\$4,700
Disposal Fees - Contract/Regional Landfill	\$50,599	\$25,497	\$50,000	\$51,000
Disposal Fees - Other	\$2,107	\$1,153	\$2,000	\$2,000
Fees for Collection Services	\$77,849	\$39,218	\$80,500	\$82,000
<b>Total Operating Expenses</b>	<b>\$146,625</b>	<b>\$73,622</b>	<b>\$147,200</b>	<b>\$151,200</b>
<b>Non-Operating Expenses</b>				
Contingency	\$0	\$0	\$7,800	\$5,000
Interest Expense	\$0	\$0	\$0	\$0
<b>Total Non-Operating Expenses</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,800</b>	<b>\$5,000</b>
<b>Total Expenses</b>	<b>\$146,625</b>	<b>\$73,622</b>	<b>\$155,000</b>	<b>\$156,200</b>

**Oneida Herkimer Solid Waste Authority  
Frankfort Waste Collection  
2011 Adopted Budget**

	2009	2010	2010	2011
	Actual	Actual	Amended	Adopted
		6 Mo.	Budget	Budget
<b>Operating Revenue</b>				
Solid Waste Service Charge/Toter Rental	\$74,286	\$37,160	\$75,000	\$75,000
Sale of Bags	\$49,655	\$24,373	\$50,000	\$50,000
Reactivation Fee	\$200	\$207	\$200	\$300
<b>Total Operating Revenue</b>	<b>\$124,141</b>	<b>\$61,740</b>	<b>\$125,200</b>	<b>\$125,300</b>
<b>Operating Expenses</b>				
Other Fees & Services	\$3,019	\$2,214	\$3,500	\$3,700
Office Supplies	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0
Rent/Lease Prop. & Equipment	\$4,150	\$2,075	\$4,200	\$4,300
Postage/Shipping	\$0	\$0	\$0	\$0
Other Expenses	\$4,300	\$2,150	\$4,300	\$4,300
Disposal Fees - Contract/Regional Landfill	\$51,719	\$25,706	\$51,000	\$51,000
Disposal Fees - Other	\$1,003	\$577	\$1,000	\$1,000
Fees for Collection Services	\$57,000	\$29,500	\$60,400	\$60,500
<b>Total Operating Expenses</b>	<b>\$121,191</b>	<b>\$62,222</b>	<b>\$124,400</b>	<b>\$124,800</b>
<b>Non-Operating Expenses</b>				
Contingency	\$0	\$0	\$800	\$500
<b>Total Non-Operating Expenses</b>	<b>\$0</b>	<b>\$0</b>	<b>\$800</b>	<b>\$500</b>
<b>Total Expenses</b>	<b>\$121,191</b>	<b>\$62,222</b>	<b>\$125,200</b>	<b>\$125,300</b>

**Oneida Herkimer Solid Waste Authority  
Ilion Waste Collection  
2011 Adopted Budget**

	2009	2010	2010	2011
	Actual	Actual	Amended	Adopted
		6 Mo.	Budget	Budget
<b>Operating Revenue</b>				
Solid Waste Service Charge/Toter Rental	\$170,915	\$89,211	\$171,000	\$177,000
Sale of Bags	\$314,430	\$147,345	\$325,000	\$306,000
Miscellaneous Income	\$47	\$185	\$0	\$0
Interest Earnings	\$265	\$210	\$200	\$400
Reactivation Fee	\$540	\$420	\$500	\$600
<b>Total Operating Revenue</b>	<b>\$486,197</b>	<b>\$237,371</b>	<b>\$496,700</b>	<b>\$484,000</b>
<b>Operating Expenses</b>				
Other Fees & Services	\$22,472	\$11,071	\$24,000	\$24,000
Toter Rental Fees	\$7,631	\$4,146	\$8,000	\$8,500
Tipping Fees Waste & C&D	\$138,690	\$66,811	\$140,000	\$140,000
Tipping Fees Green Waste	\$5,306	\$2,549	\$4,000	\$4,000
Office Supplies	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0
Rent/Lease Prop. & Equipment	\$0	\$0	\$0	\$0
Postage/Shipping	\$0	\$0	\$0	\$0
Other Expenses	\$5,200	\$2,600	\$5,200	\$5,200
Disposal Fees - Contract/Regional Landfill	\$0	\$0	\$0	\$0
Disposal Fees - Other	\$0	\$0	\$0	\$0
Fees for Collection Services	\$307,233	\$154,823	\$310,450	\$301,900
<b>Total Operating Expenses</b>	<b>\$486,532</b>	<b>\$242,000</b>	<b>\$491,650</b>	<b>\$483,600</b>
<b>Non-Operating Expenses</b>				
Contingency	\$0	\$0	\$5,050	\$400
<b>Total Non-Operating Expenses</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,050</b>	<b>\$400</b>
<b>Total Expenses</b>	<b>\$486,532</b>	<b>\$242,000</b>	<b>\$496,700</b>	<b>\$484,000</b>

**Oneida Herkimer Solid Waste Authority**

**Dolgeville**

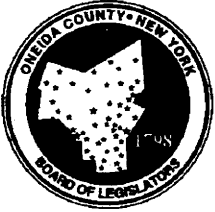
**2011 Adopted Budget**

	2009	2010	2010	2011
	Actual	Actual	Amended	Adopted
		6 Mo.	Budget	Budget
<b>Operating Revenue</b>				
Solid Waste Service Charge/Toter Rental	\$64,593	\$33,410	\$65,000	\$65,500
Sale of Bags	\$49,840	\$24,600	\$50,000	\$50,400
Reactivation Fee	\$120	\$50	\$100	\$100
Misc Income- Prior Year Surplus				\$4,000
<b>Total Operating Revenue</b>	<b>\$114,553</b>	<b>\$58,060</b>	<b>\$115,100</b>	<b>\$120,000</b>
<b>Operating Expenses</b>				
Other Fees & Services	\$3,928	\$1,418	\$3,000	\$3,200
Office Supplies	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0
Rent/Lease Prop. & Equipment	\$3,606	\$1,809	\$3,600	\$3,700
Postage/Shipping	\$0	\$0	\$0	\$0
Other Expenses	\$3,500	\$1,801	\$3,500	\$3,500
Disposal Fees - Contract/Regional Landfill	\$32,807	\$15,956	\$33,000	\$33,000
Disposal Fees - Other				
Fees for Collection Services	\$69,332	\$35,496	\$71,600	\$76,000
<b>Total Operating Expenses</b>	<b>\$113,173</b>	<b>\$56,480</b>	<b>\$114,700</b>	<b>\$119,400</b>
<b>Non-Operating Expenses</b>				
Contingency	\$0	\$0	\$400	\$600
<b>Total Non-Operating Expenses</b>	<b>\$0</b>	<b>\$0</b>	<b>\$400</b>	<b>\$600</b>
<b>Total Expenses</b>	<b>\$113,173</b>	<b>\$56,480</b>	<b>\$115,100</b>	<b>\$120,000</b>

**Oneida Herkimer Solid Waste Authority  
Herkimer Waste Collection  
2011 Adopted Budget**

	2009 <input type="checkbox"/>	2010	2010	2011
	Actual	Actual	Amended	Adopted
		6 Mo.	Budget	Budget
<b>Operating Revenue</b>				
Solid Waste Service Charge/Toter Rental	\$226,965	\$115,705	\$230,000	\$231,000
Sale of Bags	\$105,293	\$59,820	\$101,500	\$105,000
Miscellaneous Income	\$0	\$67	\$0	
Reactivation Fee	\$870	\$320	\$500	\$500
<b>Total Operating Revenue</b>	<b>\$333,128</b>	<b>\$175,912</b>	<b>\$332,000</b>	<b>\$336,500</b>
<b>Operating Expenses</b>				
Other Fees & Services	\$6,936	\$3,655	\$5,500	\$6,900
Office Supplies	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0
Rent/Lease Prop. & Equipment	\$14,272	\$7,236	\$14,500	\$14,600
Postage/Shipping	\$0	\$0	\$0	\$0
Other Expenses	\$5,500	\$2,750	\$5,500	\$5,500
Disposal Fees - Contract/Regional Landfill	\$119,748	\$61,176	\$117,500	\$120,000
Disposal Fees - Other	\$4,621	\$2,094	\$3,000	\$3,000
Fees for Collection Services	\$180,667	\$92,000	\$185,600	\$186,000
<b>Total Operating Expenses</b>	<b>\$331,744</b>	<b>\$168,911</b>	<b>\$331,600</b>	<b>\$336,000</b>
<b>Non-Operating Expenses</b>				
Contingency	\$0	\$0	\$400	\$500
Refund of Prior Year Surplus		\$8,875		\$0
<b>Total Non-Operating Expenses</b>	<b>\$0</b>	<b>\$8,875</b>	<b>\$400</b>	<b>\$500</b>
<b>Total Expenses</b>	<b>\$331,744</b>	<b>\$177,786</b>	<b>\$332,000</b>	<b>\$336,500</b>





# ONEIDA COUNTY BOARD OF LEGISLATORS

Michael B. Waterman ♦ 6 Sixth St. ♦ Camden, NY 13316  
Home Phone: (315)245-1893

December 27, 2010

FN 20 11 - 01

Honorable Gerald J. Fiorini, Chairman  
Oneida County Board of Legislators  
800 Park Avenue  
Utica, New York 13501

**COURTS, LAWS & RULES**

Dear Chairman Fiorini:

**WAYS & MEANS**

Pursuant to the attached correspondence dated November 15, 2010, please find a proposed Resolution for elimination of health care benefits to our Legislative body that would take effect January 1, 2012.

Would you please forward this Resolution onto the appropriate Committee?

Thank you for your anticipation cooperation.

Very truly yours,

*s/ Michael B. Waterman*  
Michael B. Waterman, R-5<sup>th</sup>  
Oneida County Legislator

*s/ Patrick R. Brennan*  
Patrick R. Brennan, R-3<sup>rd</sup>  
Oneida County Legislator

Encl.

2010 DEC 27 PM 12:59  
RECEIVED  
ONEIDA COUNTY LEGISLATURE



# ONEIDA COUNTY BOARD OF LEGISLATORS

*Michael B. Waterman ♦ 6 Sixth St. ♦ Camden, NY 13316*  
*Home Phone: (315)245-1893*

November 15, 2010

Gerald J. Fiorini, Chairman  
Oneida County Board of Legislators  
800 Park Avenue  
Utica, New York 13501

Dear Jerry:

As you know, I verbally proposed an elimination of the health care benefits to our Legislative body earlier this summer. My plan is to put forth a Resolution after January 1, 2011, that would take effect January 1, 2012.

The intent of this letter is to advise you that a Resolution to that effect will be forwarded to you to move forward in January of 2011 (draft enclosed).

As you are aware, Patrick Brennan has considered pushing this issue with an Amendment to the 2011 budget process, but reconsidered and will be co-sponsoring this Resolution with me. I also suspect that others will request to have their names added.

Thank you.

Sincerely,

Handwritten signature of Michael B. Waterman.

Michael B. Waterman R-5<sup>th</sup>  
Oneida County Legislator

Handwritten signature of Patrick R. Brennan.

Patrick R. Brennan R-3<sup>rd</sup>  
Oneida County Legislator

Encl.

**INTRODUCTORY  
NO.**

**F.N.**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.**

**INTRODUCED BY:  
2ND BY:**

**RE: A LOCAL LAW CHANGING THE METHOD BY WHICH MEMBERS OF  
THE ONEIDA COUNTY BOARD OF LEGISLATORS ARE AFFORDED A  
BENEFIT FOR HEALTH INSURANCE**

Legislative Intent: The intent of this local law is to provide a reduction in and an equalization of the benefit afforded to members of the Oneida County Board of Legislators for health insurance in the interests of creating a tax savings for the citizens of Oneida County. Currently, members of the Board of Legislators receive the same health insurance benefits as full time employees of Oneida County. The goal of this local law is to reduce the cost of providing health insurance benefits to members of the Board of Legislators and to provide an equitable means of compensating those members for the loss of full time employee health benefits.

**BE IT ENACTED by the Board of County Legislators of the County of Oneida,  
State of New York, as follows:**

1. That, commencing on January 1, 2012, full time employees' health insurance benefits for members of the Oneida County Board of Legislators shall be discontinued.
2. That, also effective on January 1, 2012, all "in lieu of health insurance benefits" payments to legislators shall be discontinued.
3. That any legislator may apply for and receive health insurance benefits through an available Oneida County Health Insurance Plan only upon payment in full to the County for any and all costs of such legislator's or legislator's family participation in the County health insurance plan.

This Local Law shall take effect immediately in accordance with Section 20, 21 and 27 of the Municipal Home Rule Law.

APPROVED: Laws and Rules (                    )  
                  Ways & Means Committee (                    )

DATED:

Adopted by the following roll call vote:

AYES \_\_\_ NAYS \_\_\_ ABSENT \_\_\_

Anthony J. Picente, Jr.  
County Executive

Lucille A. Soldato  
Commissioner



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

December 13, 2010

EN 20 14-02

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

**HUMAN RESOURCES**

**WAYS & MEANS**

Dear Mr. Picente:

Social Services requests a transfer from the A6011.102, Children and Adult Services, temporary help account to A6011.103, the overtime account. Overtime is a requirement of the services staff to cover emergency situations and foster children placements outside of regular business hours.

Therefore, we are asking for your approval and, subsequent Board approval of the following transfer:

To:	A6011.103	Children & Adult Services – Overtime	\$14,000
From:	A6011.102	Children & Adult Services – Temp Help	\$14,000

Sincerely,

Lucille A. Soldato  
Commissioner

Cc: T. Keeler

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

Anthony J. Picente, Jr.  
County Executive

Date: 12/15/10

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 DEC 27 PM 1:02

Anthony J. Picente Jr.  
County Executive



Lucille A. Soldato  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

December 15, 2010

FN 20 11 - 09

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

**HUMAN RESOURCES**

**WAYS & MEANS**

Dear Mr. Picente:

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

Enclosed is a Purchase of Service Agreement with the House of the Good Shepherd for PINS Diversion (Families Foremost). This is a three month contract to transition the program to a new agency. Since its inception on February 1, 1996, Families Foremost has been successful in diverting out-of-home placement of the children in the program.

The renewal contract is for the term January 1, 2011 through March 31, 2011 at a cost of \$232,049.75. The local cost to support this effort is 27.88% or \$ 64,695.47.

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

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

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

Anthony J. Picente Jr.  
County Executive

Date 12/23/10

DEC 17 2010 11:11:33  
ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

12/15/10  
# 12907

Oneida Co. Department Social Services

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

Oneida County Board of Legislators  
Contract Summary

**Name of Proposing Organization:** The House of The Good Shepherd  
1550 Champlin Avenue  
Utica, New York 13501

**Title of Activity or Services:** Family Foremost PINS Diversion

**Proposed Dates of Operations:** January 1, 2011 – March 31, 2011

**Client Population/Number to be Served:** 65-75 school age children and their families who are at serious risk of Foster Care or Institutional placement through Family Court due to their behavior in school, home or community.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

This program is designed to manage the care of its children, both preventive and aftercare, from the point of entry into the program through resolution of the risk. Children and families will be able to access this program at whatever point they are in the system. The services will be provided for up to six months from the time of admission, commencing with a rapid comprehensive assessment and quick identification of needs, with the intention that the family be transitioned to and supported by appropriate established community-based services within that time frame. The services are designed to be flexible and to meet the individual needs of children and their families; agency staff will work in whatever capacity is needed to coordinate individualized 'wrap-around' services for referred families. Program provides 24 hour crisis management service and flexible working hours. This program is designed to be a no refusal program that will accept all referrals with adequate referral information within one business day. In the event that no openings exist at the time of the referral, a prioritized waiting list will be established based upon immediacy of need. All cases will receive a comprehensive assessment with an individualized comprehensive family plan developed in partnership with the child and family within seven days of admission. Services to be offered by program staff include but are not limited to, the following: Clinical Service, Case Management, Family Support, Support Groups and Referral with follow-up at any point necessary to any appropriate service. Referrals to other support services, will be individualized, many to be coordinated as a gradual transition, if necessary. The House of the Good Shepherd will maintain its support until the transition to appropriate community-based service/programs is complete and deemed successful. In addition, children and families would be afforded seamless access to an integrated array of services already available at The House of the Good Shepherd

## 2). Program/Service Objectives and Outcomes -

- Outcome: Youth involved with this program will demonstrate an increased ability to live within the laws of the community, Family Court directives and parent controls.
- Performance: Families will be engaged in services and assisted in monitoring their children through the development of individualized programs that utilize and coordinate community based services/resources such as educational support, advocacy and referral, health and mental services, recreational and vocational Programs and casework counseling in order to deter further JD/PINS related behavior.

## 3). Program Design and Staffing Level -

- 1 Executive Director – (5% time)
- 1 Coordinator – Full-time
- 3 Program Supervisors – Full-time
- 1 Intake Coordinator – Full-time
- 11 Preventive Case Managers – Full-time
- 2 Secretaries – Part-time (.38% each)
- 1 Accountant – Part-time ( 5% time)
- 1 Nurse – Part-time (2% Time)
- 1 Psychologist – Part – time (35% time)

**Total Funding Requested:** \$ 232,049.75

**Oneida County Dept. Funding Recommendation:** Account #: A6070.49547

**Mandated or Non-mandated;** Preventive mandated service

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

Federal	38.39 %	- \$ 89,083.90
State	33.73 %	- \$ 78,270.38
County	27.88 %	- \$ 64,695.47

**Cost Per Client Served:**

**Past performance Served:** The Department has contracted with this provider for these services since 1996 and the budget for 2010 was \$ 928,199.

**O.C. Department Staff Comments:** This service was sent out for RFP to adhere to the County Procurement Policy and was awarded to another agency however this contract is needed for the transition of the program to the new agency. The Department has been satisfied with the accomplishments of the Family Foremost Program. The program has been successful in diverting out-of-home placements. The program has significantly decreased the length of out-of-home stays of children in the program, when the placement has become necessary.



PURCHASE OF SERVICES AGREEMENT

THIS IS AN AGREEMENT, by and between the ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES (hereinafter called the DEPARTMENT) having its principal office at 800 Park Avenue, Utica, NY 13501 and THE HOUSE OF THE GOOD SHEPHERD a not-for-profit (FAMILY FOREMOST) corporation as defined in Section 102 (a) (5) of the Not-For Profit Corporation Law (or, a public agency) having its principal office at 1550 CHAMPLIN AVENUE, UTICA, NY 13502 (hereinafter called the Contractor).

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of ONEIDA (hereinafter called the Commissioner) is charged with the responsibility for the administration of all child welfare services provided in the County of ONEIDA (hereinafter, the County) at public expense pursuant to Article 6 of the Social Services Law including preventive services pursuant to Section 409 et seq of the Social Services Law and the Consolidated Services Plan for New York State, and

WHEREAS, the Commissioner pursuant to Section 409-a.3 of the Social Services Law and 18 NYCRR Section 405.1 may provide such preventive services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or a not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-for-Profit Corporation Law or a public agency that receives the prior approval of the New York State Department of Social Services; and

WHEREAS, the Contractor under the terms of its corporate authority has the power to provide the services required to be performed herein and

or

WHEREAS, the public agency has the statutory authority to provide the services required to be performed herein; and

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality preventive services in conformance with the Consolidated Services Plan of the County of ONEIDA, Section 409 et seq of the Social Services Law and 18 NYCRR Parts 405 and 423, and

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these services.

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

SECTION I DEFINITIONS

Whenever the following terms are used in this AGREEMENT and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted.

(1) Preventive services shall mean these supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of: averting a disruption of a family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered preventive services.

Mandated preventive services shall mean preventive services provided to a child and his family whom the district is required to serve pursuant to 18 NYCRR Section 430.9. Non-mandated preventive services shall mean preventive services provided to a child and his family who the district may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this AGREEMENT when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered preventive services.

(2) Case management is defined as the responsibility of the local Department of Social Services to authorize the provision of preventive services, to approve the client eligibility determination according to the criteria of 18 NYCRR Section 423.3 and, to approve in writing, the service plans as defined in 18 NYCRR Part 428.

(3) Case planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those preventive services needed by a child and his family to prevent disruption of the family or to help a child in foster care return home sooner. Case planning shall include, but not be limited to, referring such child and his family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Section 430.8 through 430.13 that such services are provided and providing casework contact as defined in paragraph (4) of this AGREEMENT. Case planner shall mean the caseworker assigned case planning responsibility.

(4) Casework contacts is defined as :

(i). Individual or group face-to-face counseling sessions between the case planner and the child and/or the child's parents, relatives or guardians constitutes preventive services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action

agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.

(ii). Individual or group activities with the child and/or the child's parents that are planned for the purposes of achieving such course of action as specified in the child and family's service plan.

(5). Clinical services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from casework contacts as defined in paragraph (4) of this AGREEMENT.

(6). Day Care services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law,

(7). Day services to children as defined in 18 NYCRR Section 425.1 shall mean a program offering a combination of services including at least: social services, psychiatric, psychological, education and/or vocational services and health supervision and also including, as appropriate, recreational and transportation services, for at least 3 but not less than 24 hours a day and at least 4 days per week excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, that service may be waived.

(8). Emergency cash or goods is defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his family in an emergency or acute problem situation in order to avert foster care placement.

(9). Emergency shelter is defined as providing or arranging for shelter where a child and his family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.

(10). Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his parent, or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Section 320.9(c)(6). Family may also include a child who does not live with his parents and needs services to prevent return to foster care.

(11). Family planning services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(12). Home management services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(13). Homemaker services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(14). Housekeeper/chore services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(15). Parent Aide Services is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and family/parent role performance. Techniques may include but not limited to role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

(16). Parent training is defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent/child relationships in order to avert a disruption in a family or help a child in foster care return home sooner than otherwise possible. Parent training may include child-parent interaction groups formed to enhance relationship and communication skills.

(17). Transportation services is defined as providing or arranging for transportation of the child and/or his family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a preventive service for visitation of children in foster care with their parents and may only be provided if such transportation cannot be arranged or provided by the child's family.

## SECTION II TERM OF AGREEMENT

(18). The term of this Agreement shall be from JANUARY 1, 2011 through MARCH 31, 2011 (maximum of 12 months) and may be renewed in writing from renegotiations agreeable to each party, and completed prior to the end of the term of this Agreement. The parties hereto are under no obligation to renew this Agreement or to purchase or provide services, in whole or in part, after herein provided. Either party should give notice in writing of its intention not to renew the Agreement at least six months prior to the expiration of this Agreement.

If notice not to renew has not been given in accordance with the foregoing, then the parties shall move with all due speed to reach a new Agreement to become effective upon expiration of this current Agreement.

If such negotiations for a new Agreement have not been completed upon expiration of this Agreement, the parties must enter into a written interim continuation Agreement for the intervening period.

SECTION III SCOPE OF SERVICES

(19). It is mutually agreed between the DEPARTMENT and the CONTRACTOR that the CONTRACTOR shall furnish preventive services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.

(20). The DEPARTMENT shall be responsible for determining the eligibility of persons for preventive services of children to be purchased by the DEPARTMENT. The DEPARTMENT shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.

(21). The DEPARTMENT shall be responsible for case management which shall include authorizing the provision of preventive services approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.

(22). The CONTRACTOR agrees to provide preventive services in accordance with the Program narrative and rates of payment described in Appendix B of this AGREEMENT.

(23). The CONTRACTOR and the DEPARTMENT shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.

(24). The CONTRACTOR and the DEPARTMENT agree to comply with Section 153-d of the Social Services Law which requires all social services districts which purchase preventive services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(25). The CONTRACTOR and the DEPARTMENT agree that a determination by the State Department of Social Services to deny reimbursement to the DEPARTMENT for the provision of preventive services for a child, pursuant to Section 153-d of the Social Services Law, shall not relieve the DEPARTMENT or the CONTRACTOR from which the DEPARTMENT has purchased preventive services, from its statutory or contractual obligations to continue to provide preventive services for the child or other children in its care.

(26). Case Planning, Along with casework contacts, shall be provided by the CONTRACTOR in accordance with Appendix B of this AGREEMENT and as required by individual case plans 18 NYCRR Section 432.4(c).

(27). The CONTRACTOR will review and discuss the service plan with the DEPARTMENT, Any changes in the plan or significant deviation therefrom, shall be submitted in

a revised plan to the DEPARTMENT prior to the proposed implementation of the change. The CONTRACTOR shall implement the change upon receipt of written approval by the DEPARTMENT.

(28). The CONTRACTOR agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

#### SECTION IV FAIR HEARINGS

(29). The DEPARTMENT shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The DEPARTMENT will also inform applicants for or recipients of preventive services how to file a fair hearing request. Whenever an applicant, or recipient, requests a fair hearing, the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The DEPARTMENT shall provide the CONTRACTOR with copies of the decision. The CONTRACTOR upon the request of the DEPARTMENT, shall participate in appeals and fair hearings as witnesses for a determination of issues.

#### SECTION V REIMBURSEMENT AND SERVICE FEES

(30). The DEPARTMENT shall reimburse the CONTRACTOR for provision of preventive services in accordance with the claiming procedures and prescribed schedule of fees, if applicable as set forth in Appendix B of this AGREEMENT and in accordance with State and Federal regulations pertaining to reimbursement of preventive services.

#### SECTION VI GENERAL RESPONSIBILITIES OF PARTIES

(31). The governing board of the CONTRACTOR shall exercise oversight of its day to day affairs and programs. The CONTRACTOR shall have the responsibility for day to day provision of preventive services for each child serviced by it in accordance with this AGREEMENT and with appropriate State Department of Social Services Regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the DEPARTMENT.

(32). The CONTRACTOR will maintain sufficient staff, facilities and equipment, in accordance with the Regulations of the State Department of Social Services in order to provide the services set forth in Appendix B of this AGREEMENT.

(33). The CONTRACTOR agrees to provide the services described in Appendix B of this AGREEMENT at the principal location of:  
THE HOUSE OF THE GOOD SHEPHERD,  
1550 CHAMPLIN AVENUE, UTICA, NEW YORK 13502 (FAMILY FOREMOST)

and agrees to provide the DEPARTMENT written notification of the location(s) of any additional support services that are provided in conjunction with the child service plan, outside of the aforementioned address(s).

(34). The DEPARTMENT agrees to notify the CONTRACTOR of persons assigned monitoring responsibility for Child Protective Services recipients receiving preventive services from the CONTRACTOR.

#### SECTION VII BOOKS, RECORDS AND REPORTS

(35). The CONTRACTOR will keep accurate records (in conformance with State regulations established for utilization review and uniform case recording) for each public charge receiving services under this AGREEMENT. Each record shall indicate the services provided to the child and his or her family, in addition to other recipients of service involved with the case, including the date such services were provided. The CONTRACTOR shall make such reports to the DEPARTMENT on the current status and progress of each recipient of service at intervals required in the State Department of Social Services Regulations.

(36). All information contained in the CONTRACT'S files shall be held confidential by the CONTRACTOR and the DEPARTMENT pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

(37). The records of individual recipients of services shall be made available to the DEPARTMENT upon request for consultation or review.

(38). The CONTRACTOR will maintain statistical records as required by the DEPARTMENT and will furnish such data at times prescribed by and on forms supplied by the DEPARTMENT.

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

(40). Such financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and/or Federal personnel.

(41). The CONTRACTOR agrees to retain all books, records and other documents relevant to this AGREEMENT for six (6) years after final payment for services to which they relate, during

which time authorized County, State and/or Federal auditors shall have access to and the right to examine the same.

(42). In addition to Paragraph 37, 38, 39 and 40 of this AGREEMENT, and until the expiration of (6) years after the furnishing of services pursuant to this AGREEMENT or any subcontract made pursuant to this AGREEMENT, the CONTRACTOR and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this AGREEMENT, and books, documents and records of CONTRACTOR or subcontractor(s) that are necessary to certify the nature and extent of such costs.

#### SECTION VIII ACCOUNTABILITY

(43). The DEPARTMENT will establish methods to evaluate the provision of preventive services by the CONTRACTOR pursuant to this AGREEMENT. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the CONTRACTOR recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his jurisdiction and thus has the duty, ongoing throughout the term of this AGREEMENT, to monitor the CONTRACTOR with regard to the preventive services provided to the children referred hereunder.

(44). The CONTRACTOR agrees that a program and facilities review, as pertains to the delivery of preventive services under this AGREEMENT, including meetings with recipients of service, review of uniform case records, review of service policy and procedural issuance's, review of staffing and job description and meetings with and staff directly or indirectly involved in the provision of preventive services, may be conducted at any reasonable time by qualified personnel from those local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.

(45). The DEPARTMENT shall confer with the CONTRACTOR at least twice a year to discuss the CONTRACTOR'S services purchased by the DEPARTMENT. This shall include but not be limited to such items as frequency of contact and planning with the natural family and significant others, scope of Service Plans and of achieving the goals stated therein, extent to which special mental health, remedial, tutorial and vocational services were provided after the CONTRACTOR and the DEPARTMENT determined these were necessary. These semi-annual client reviews shall include determination of compliance to contract requirements.

(46). If the CONTRACTOR significantly does not conform to the provisions of this AGREEMENT after due written notice, the DEPARTMENT may take such actions or invoke such sanctions under this AGREEMENT and any appropriate regulations issued by the State Department of Social Services as it deems necessary.



(47). The CONTRACTOR shall not make any subcontract for the performance of this AGREEMENT without prior written approval of the DEPARTMENT. The assignment of this AGREEMENT, in whole or in part, or of any money due or to become due under this AGREEMENT shall be void. It should also be noted that where subcontractors are permitted they are subject to Federal and State requirements governing purchase of services contracts and the CONTRACTOR is responsible for the performance of any subcontractor.

(48). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the CONTRACTOR'S performance of the Services defined in Section 1. The CONTRACTOR further covenants that in the performance of this AGREEMENT no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the CONTRACTOR are annexed to this AGREEMENT.

#### SECTION IX COMPLIANCE WITH LAW

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

(50). The CONTRACTOR represents and agrees to be bound by the terms and conditions of Appendix A attached hereto and made a part hereof.

#### SECTION X TERMINATION OF AGREEMENT

(51). The CONTRACTOR may be terminated by mutual written agreement of the contracting parties.

(52). The CONTRACT may be terminated by the DEPARTMENT for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, including the attachment thereto, provided that the DEPARTMENT shall give the CONTRACTOR written notice specifying the CONTRACTOR'S failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the CONTRACTOR. The CONTRACTOR agrees not to incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.

(53). In addition to the termination provisions set forth in paragraph 51 supra, the DEPARTMENT shall have the right to terminate this AGREEMENT in whole or in part, if at any time CONTRACTOR has failed to comply with any Federal, State or local health, safety or fire

code regulations; or in the event that any license, approval or certification of the CONTRACTOR, required by Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and CONTRACTOR fails to secure it during the term of this AGREEMENT.

(54). When a CONTRACT is to be terminated pursuant to Paragraph 51 and 52 of this AGREEMENT, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty days from the date of notice, unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty days from the date of notice. In any event, the effective date of termination shall not be later than the AGREEMENT expiration date.

(55). Upon termination or upon expiration of the term of this AGREEMENT pursuant to Paragraphs 50, 51, or 52 supra, the DEPARTMENT will arrange for the transfer to another CONTRACTOR of all public charges then served in the CONTRACTOR. In order to reimburse that CONTRACTOR for all public charges not transferred by the effective date of termination, the DEPARTMENT and CONTRACTOR will negotiate an extension of this AGREEMENT prior to the date of termination.

(56). The CONTRACTOR shall comply with all DEPARTMENT close-out procedures, including but not limited to: account for and refund to the CONTRACTOR pursuant to this AGREEMENT; not incur or pay any further obligation to be reimbursed to it under this AGREEMENT beyond the termination date; and transmit to the DEPARTMENT or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any services provided under the terms of this AGREEMENT.

#### SECTION XI

(57). The DEPARTMENT and the CONTRACTOR agree that the CONTRACTOR is an independent CONTRACTOR and is not in anyway to be deemed an employee of the COUNTY. The CONTRACTOR agrees to indemnify the COUNTY for any loss the COUNTY or organization (excepting only the COUNTY), injured by negligent acts or omission of the CONTRACTOR its officers, employees or sub-contractors.

It is further understood and agreed that no agent, servant or employee of CONTRACTOR shall at any time or under any circumstances be deemed to be an agent, servant or employee of the COUNTY.

(58). The CONTRACTOR agrees that it will at all times indemnify and hold the COUNTY and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission by the CONTRACTOR, its officers or employees, with respect to this AGREEMENT and any of the terms thereof.

(59). This CONTRACTOR agrees that payment by the COUNTY will be contingent upon the CONTRACTOR submitting a claim form to THE ACCOUNTING DEPARTMENT which has been approved by DEPARTMENT certifying the satisfactory completion of the CONTRACTOR'S performance and setting forth the payment to be made.

(60). This AGREEMENT may not be assigned, transferred or in any way disposed of by the CONTRACTOR without first having obtained written approval thereof from the DEPARTMENT.

(61). The CONTRACTOR warrants that it is not in arrears to the COUNTY upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

(62). CONTRACTOR warrants that it and its services staff, when necessary, have all of the licenses, approvals and certifications currently required by the laws of any applicable municipality. CONTRACTOR further agrees to keep such required documents in full force and effects during the term of this AGREEMENT, or any extension, and to comply within the required time to secure any new license so required.

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Date: \_\_\_\_\_

Oneida County Executive: \_\_\_\_\_

Anthony J. Picente Jr., Oneida County Executive

\*\*\*\*\*

Approved as to Form \_\_\_\_\_

Oneida County Attorney

\*\*\*\*\*

Date: \_\_\_\_\_

Oneida County Department of Social Services: \_\_\_\_\_

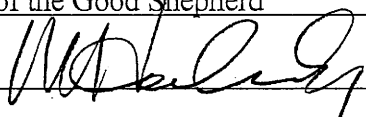
Lucille A. Soldato, Commissioner

\*\*\*\*\*

Date: 12/13/10

Agency: House of the Good Shepherd

Authorized Signature: \_\_\_\_\_



Print Authorized Name: William Holicky

Title: Executive Director

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#12907

APPENDIX B  
PURCHASE of SERVICES SPECIFICATION for ONEIDA COUNTY.

Family Foremost (PINS Diversion) Program for Case Planning Services with  
The House of the Good Shepherd 2011.

Oneida County Department of Social Services agrees to contract with The House of the Good Shepherd to provide preventive services identified as Case Planning and case worker contacts as defined in the contract.

OBJECTIVES

- A. To implement and develop individual programs that will provide the Family Court with a effective system for therapeutic remediation for juvenile delinquents and PINS and their families;
- B. To serve effectively up to a maximum caseload of 65-75 families. These families would have youth who are:
  - 1. Court directed (PINS), directed into the Agency's PINS Diversion Program for 1 year - 18 month period prior to prevent Institutional placement and;
  - 2. Involved in the Prevention of Family Court involvement and foster care/institutional placement,
- C. To redirect patterns of incipient delinquent behaviors through the development of individualized programs which utilize and coordinate a wide variety of community resources such as schools, vocation , recreational and artistic programs, health and mental health program;
- D. To maintain and strengthen each client's family unit whenever possible;
- E. To provide follow-up planning and support services; and
- F. To reduce and/or divert the number of institutional placements in Oneida County.

Intake/Referral Procedures

Eligibility- The Department is responsible for determining eligibility for preventive services and authorization of services via required service application and WMS Authorization

The Agency will accept referrals from the Departments' PINS/Preventive Worker, and through the Committee on Alternate Placement (CAP) & (V-CAP). In the event that the County's PINS

Diversion System changes, the referral system would likewise vary.

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

The Agency will participate in the CAP meetings. Upon referral the Agency will make contact with the family and school within 2 days. The agency will participate in the CAP Meeting. Upon referral the Agency will obtain an application for Preventive Services for the Department in those cases in which a service case is not already opened.

Clients seeking services to prevent involvement in Family Court would participate in intensive individual and family work for a maximum of 6 months. Caseworker contacts will occur as follows:

- (1) Weekend visitation with the child without the family being present,
- (2) Weekly visitation with the child and the family,
- (3) Weekly meetings with the therapist involved in the treatment of the child and family if applicable.

Visitation is in addition to any group recreational activities that the child may be involved in, in addition transportation will be provided by the contractor to and from school in the case of suspected or verified truancy.

The Contractor will be allowed flexibility in treatment plans to determine the most appropriate/effective services for each family and to try a variety of approaches if the schedule of visitation listed above does not meet the needs of the child or family.

An Amendment to the Case Plan must be submitted and approved by the Departments designated Case Manager for PINS Diversion if schedule of visitation will not be followed.

The Agency shall determine whether the services provided by them are appropriate to meet the needs of the child being referred, and will develop a service plan using the Uniform Case Record, per the Service Plan Review Standards set forth in 88ADM-27 (Addendum I). (The Agency will maintain casework contacts as required by State Department of Social Services).

To assess the needs of all family members and provide services to individual children as needed tracking them in CCRS system and indicating services and progress in progress notes and OCR.

The Agency will complete Progress notes contemporaneously the event and ensure that these are given to the Case Manager or Supervisor no later than 2 weeks after contact. The Agency will copy any material, they need at their site. The agency will provide training and supervision in the preparation of case progress notes.

The Department will provide case management functions to include monitoring of CPS cases, responsibility for submission of CCRS information, approval of the service plan, and Utilization Review procedures. In the event of conflict regarding a service plan, the contact person the Department should be contacted to resolve the issue. The final responsibility for Child Protective cases must rest with Child Protective Services.

The Contractor shall provide emergency services to the clients, and handle their caseload regardless of temporary vacancies,

The Contractor shall adhere to the case policies, procedures and protocols as set forth in this Agreement,

The Agency understands that it is a mandated reporting source for child abuse and neglect, and agree that as mandated reporter, they will report all instances of suspected child abuse, neglect, and/or maltreatment to the Central Registry as required by law. Reports to the Registry will be followed by submission of a completed 2221A to the local Department of Social Services.

The Contractor agrees to arrange or provide transportation for clients for the following situations, but not limited to these situations;

1. Medical Appointments
2. Visitations
3. Counseling appointments
4. Shopping, and Contacts with other Agencies to improve housing
5. Pre-Placement Visits, if necessary.
6. to the Department for Departmental business.

Outcome/Measurements for the Family Foremost (PINS Diversion) Program

- Outcome: Youth involved with this program will demonstrate an increased ability to live within the laws of the community, Family Court directives and parent controls.
- Performance: Families will be engaged in services and assisted in monitoring their children through the development of individualized programs that utilize and coordinate community based services/resources such as educational support, advocacy and referral, health and mental services, recreational and vocational Programs and casework counseling in order to deter further JD/PINS related behavior.
- Measurement: 80% of the youth referred to the program will not present to Family Court as a result of a violation of a current court order within a 12 month period following

termination of the Diversion Services.

- Measurement: 80% of the youth referred to the program will continue to successfully reside in their homes within a 12 month period following termination of the diversion services.

Program Policies and Protocols are subject to change throughout the program year.

The Agency will devise a Program Evaluation which shall be established upon agreement by the Department.

The Agency Agrees to Provide a final Programmatic report of the Program, and a fiscal reconciliation upon presentation of a final billing for the Program. The agency will provide a quarterly Contract Report every 3 months (Addendum IV).

The House of the Good Shepherd shall complete a Contract Staffing Report (Addendum V) upon completion of a fully executed Agreement. The House of the Good Shepherd agrees to complete a Contract Staff Vacancy Report (Addendum VI) upon changes.

The Agency agrees that the Case Planners Diversionary Counselors shall hold the qualifications of an Oneida County Caseworker, or in some cases they maybe experienced qualified family care workers as determined by The House of the Good Shepherd.

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

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

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

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

" This information has been disclosed to you from confidential records which are protected

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

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

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

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

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

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided



- for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

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

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

The Contractor agrees to submit a listing of the Board of Directors at least annual and to notify the Department of changes in the Board of Directors during the term of the Contract.

Total cost of services to be provided not to exceed \$ 232,049.75 per the attached budget. The term of this agreement is from January 1, 2011 to March 31, 2011 and may be renewed agreeable to each party, and completed prior to the end of the term of this agreement. The Contractor and the Department are looking for additional funding to allow the caseload to remain at its current maximum level.

The Agency will bill monthly on vouchers with Contract number and Name provided by the Department. The vouchers will have attached:

1. Statement of monthly expenditures by category
2. Staff wages by name
3. (2) copies of "Composite Billing for Preventive Services", (Addendum II), with Case Number, Case Manager's name, and other data as required.
4. (1) copy for each case of "Itemized Individual Billing for Preventive Services" (Addendum III), with Case number Case Manager's name, and Case Comments.
5. Other data which shall be mutually agreed upon.

The Contractor agrees to prepare and provide the department any and all monthly reports required by the County and State Governments.

Financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and / or federal personnel. Agency financial records for the contracted program must be completed and available to the Department of Social services fiscal staff for review and Audit upon request.

The Contractor agrees to provide an Annual Certification as attached pertaining to this Contract as part of the Contractor's Annual independent audit.

The contractor agrees that the equipment purchased under this contract is the property of the department and shall revert to the Department upon any termination or failure to renew the contract.

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

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

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

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

House of Good Shepherd  
Family Foremost  
January 1, 2011 – March 31, 2011

Salaries	\$ 136,030.25
Fringe Benefits	\$ 32,264.50
Personal Service Contracts	<u>\$ 1,500.00</u>

**Total Personnel Services** **\$ 169,794.75**

Admin & Overhead	\$ 23,170.75
Rent/Lease	\$ 16.25
Supplies	\$ 2,596.25
Postage/Shipping	\$ 120.50
Travel/Conference	\$ 651.25
Telephone/Utilities	\$ 4,172.50
Insurance	\$ 2,219.25
Membership Dues	\$ 391.25
Facility Repairs	\$ 3,295.25

## Miscellaneous:

Foster parent Payments	\$ 613.75	
Depreciation	\$ 7,859.75	
Transportation & Workers' Expense	\$ 6,071.50	
Interest	\$ 596.75	
Purchase of health Services	\$ 10.00	
Activities	\$ 5,407.50	
Administrative Expense	\$ 318.50	
Children's Allowance	\$ 100.00	
Books & Subscriptions	\$ 89.50	
Personnel advertising & publicity	\$ 96.25	
Data Processing	\$ 111.00	
Flexible service dollars	\$ 2,000.00	
Total Miscellaneous Expenses		<u>\$ 23,274.50</u>

**Total General Operating** **\$ 59,907.75**

Equipment Purch/Rental	\$ 1,111.75
Equipment Maintenance	<u>\$ 1,235.50</u>

**Total Equipment Cost** **\$ 2,347.25**

**Total Expenses** **\$ 232,049.75**

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

- A. The applicant certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

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

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

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

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

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

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

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

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

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

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

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

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

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

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

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

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

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

133 North Genesee St,  
Utica, Oneida County, NY 13502

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

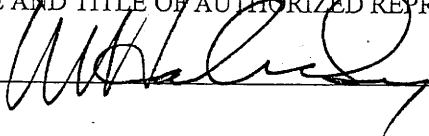
- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during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

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

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

The House of The Good Shepherd  
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

William Holicky, Executive Director  
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

  
SIGNATURE

12/13/10  
DATE

Anthony J. Picente Jr.  
County Executive



Lucille A. Soldato  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

December 15, 2010

FN 20 11 04

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

**HUMAN RESOURCES**

**WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY BOARD OF LEGISLATORS  
DEC 17 10 11:53

Dear Mr. Picente:

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

Protective Services for Adults are provided to individuals 18 years of age and older who, because of mental and physical impairments: are unable to meet their essential needs for food, shelter, clothing or medical care, secure entitlement due them or protect themselves from physical or mental injury, neglect, maltreatment or financial exploitation; are in need of protection from actual or threatened harm, neglect or inaction of either themselves or other individuals; and have no one available who is willing and able to assist them responsibly.

The Department has a legal requirement to accept the responsibility to function as representative payee or protective payee on behalf of an SSI/SSA client, referred by Social Security, if no other resources are available. The Department has the statutory responsibility to provide or arrange for the provision of Protective Services for Adults.

The Agreement with New Life Community Services, Inc. includes financial management, required home visits and all other Protective Services requirements as mandated for the protection of the most vulnerable adults in our County.

The Agreement, effective from January 1, 2011 through December 31, 2011 and has a budget of \$73,356. The local cost for this effort is 27.88% or \$ 20,451.65. The Contract allows for a caseload of 40 individuals.

I am requesting that this Agreement be forwarded to the Board of Legislators for review and approval.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato  
Commissioner

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

Anthony J. Picente, Jr.  
County Executive

Date 12/23/10

LAS/tms  
attachment



12/15/10  
# 26201

**Oneida Co. Department Social Services**

**Competing Proposal**   X    
**Only Respondent** \_\_\_\_\_  
**Sole Source RFP** \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** New Life Community Services Inc.  
PO Box 409  
Utica, New York 13503

**Title of Activity or Services:** Representative Payee for Adult Protective Services.

**Proposed Dates of Operations:** January 1, 2011 through December 31, 2011

**Client Population/Number to be Served:** 40 persons requiring Adult protective services:

Protective Services for Adults are provided to individuals 18 years of age and older who, because of mental or physical impairments: are unable to meet their essential needs for food, shelter, clothing or medical care, secure entitlement due them or protect themselves from physical or mental injury, neglect, maltreatment or financial exploitation; are in need of protection from actual or threatened harm, neglect or inaction of either themselves or other individuals; and have no one available who is willing and able to assist them responsibly.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

Provides financial management services (payments to creditors, passbook savings account, emergency funds etc.) to those mentally, emotionally, in many cases physically disabled clients. Also provides Case Management Services to these individuals. Insuring basic needs for food, clothing and shelter are met. Decrease emergency room visits and psychiatric admissions within the population.

**2). Program/Service Objectives and Outcomes**

- **Outcome:** Individuals classified in need of adult protective services will receive community based services/assistance to enable them to remain in the least restrictive level of care, for as long as possible.  
**Performance:** All individuals receiving adult protective services will receive on going assessment and monitoring to insure that all the identified needs are will be met and emerging concerns will be addressed. These services include but are not limited to case planning, casework counseling, emergency assistance, advocacy and referral, financial management, home visiting and transportation.

**3). Program Design and Staffing Level** - 2 Case Managers, monthly home visits in addition to visits in the Community, twenty-four hour emergency on call services.

**Total Funding Requested:** \$ 73,356.00

**Oneida County Dept. Funding Recommendation:** Account # A6070.49551

**Mandated or Non-mandated:** Mandated service

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

Federal	38.39 %	\$ 28,161.37
State	33.73 %	\$ 24,742.98
Local	27.88 %	\$ 20,451.65

**Cost Per Client Served:** \$ 153 per month

**Past performance Served:** The Department has contracted with New Life Community Services Inc., operated by Ralph Witt since 2001. There is no increase to this contract it has been \$73,356.00 since 2006.

**O.C. Department Staff Comments:** This service was sent out for RFP and the Department received two respondents and New Life Community Services, Inc. was chosen to provide this service.

## AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and New Life Community Services, Inc., PO Box 409, Utica, New York 13503 (hereinafter called Contractor).

WHEREAS, the Department is in need of case planning and/or financial management, principally Representative Payee services for the adult population who are unable to live safely in the community without assistance.

WHEREAS, the Department has need for casework and financial services for individuals eligible for adult protective services,

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

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

### Section I: DEFINITIONS

Protective Services for Adults are provided to individuals 18 years of age and older who, because of mental or physical impairments: are unable to meet their essential needs for food, shelter, clothing or medical care, secure entitlement due them or protect themselves from physical or mental injury, neglect, maltreatment or financial exploitation; are in need of protection from actual or threatened harm, neglect or inaction of either themselves or other individuals; and have no one available who is willing and able to assist them responsibly.

The Department has the statutory responsibility to provide or/arrange for provision of Protective Services for Adults.

### Section II: SCOPE OF SERVICES

The Contractor agrees to provide a program located in Utica/ Rome for a maximum of 40 persons requiring Adult protective Services which render them unable to handle their own finances for a fee not to exceed \$ 73,356.00 per the contract period January 1, 2011 through December 31, 2011.

The program will serve a maximum 40 persons at one time from the Oneida County Department of

Social Services who are opened for Protective Services for Adults.

Eligibility criteria will include:

Adults in need of casework and financial services who are unable to live safely in the community without assistance.

The Contractor Agrees:

- to place on file with the Oneida County Department of Social Services a financial management plan in compliance with 83-ADM-15 and, 84-INF-8 (as attached)
- to maintain financial records in accordance with State, Federal, and local Department of Social Services to review financial records at their discretion;
- to screen program referrals from Oneida County Department of Social Services on the day of referral,
- to meet with Department of Social Services staff member and client within five (5) days after referral is made;
- to provide at least 2 hours per month of counseling to each client per the program description;
- to provide a visit to all Protective Services for Adult clients in their homes at least once per calendar month by a professional possessing the qualifications of a Caseworker and to provide the staff resume's to the Department,
- to meet with Departments to discuss client status and progress on a bi-weekly basis,
- to contact Oneida County Department of Social Services immediately, upon Contractor's discovery during the course of its duties, of any changes in the client's situation which may require intervention by the Oneida County Department of Social Services,
- to provide monthly status reports on all clients, indicating the current financial and personal situation. This will be sent to the Adult Services Unit at the Department to become part of the client's case record;
- to provide the Department with an agreement for each client in receipt of Adult Protective Services indicating the Contractor's willingness to complete the requirement for monthly home visits per Section 457.5 (2) of the regulations;
- the Contractor agrees to provide progress notes to the Department which shall become part of the case record. Progress notes are to be recorded as soon as possible but no later than 30 days

from the date of the event. Progress notes are to be written per the guidelines established in 96 ADM-18 (attached). Progress notes will indicate date, time, situation of the required home visits and the discussions of the visits shall refer to the established Services Plan.

- the Contractor shall ensure that the Contractor's staff have the training necessary for this program, and cooperate with the Department with regard to suggested training.
- the Contractor agrees to provide a closing narration at the time of case closure.
- See Section IV regarding payment to Contractor for Services
- The Contractor must have general Liability and Bonding Insurance in place with a notification clause in which the Department is informed if the policy lapses.
- to visit PSA clients in residential care per the requirements outlined in 96 ADM-18;
- to complete PSA Assessment/ Services Plan Review and Updates (DSS-36 03) per the requirements of 96 ADM-18.

The Oneida County Department of Social Services agrees;

- to provide written referral for the Contractor on appropriate client's: including a copy of the initial PSA Assessment / Services Plan ( DSS-3603 ):
- to Meet with the client and the Contractor's staff to finalize the referral;
- to review all client Status Reports and to visit any client within 72 hours of receipt of a status report where serious changes have occurred;
- to visit the client according to the mandates of 85 ADM-5 when the Contractor indicates that the situation has changed and Adult Protective Services are indicated;

#### Outcomes/Measurements

- Outcome: Individuals classified in need of adult protective services will receive community based services/assistance to enable them to remain in the least restrictive level of care, for as long as possible.

Performance: All individuals receiving adult protective services will receive on going assessment and monitoring to insure that all the identified needs are will be met and emerging concerns will be addressed. These services include but are not limited to case planning, casework counseling, emergency assistance, advocacy and referral, financial management, home visiting and transportation.

Measurement: 100% of the adult protective clients will receive minimally a monthly home

visit to assess client's current living situation and assure client safety and well being.

Measurement: 100% of the adult protective clients will have a face to face contact within 5 days of referral date.

Measurement: 75% of the clients in receipt of APS services will be able to reside in the least restrictive level of care as determined by DSS supervisory case review.

Measurement: 100% of the Adult Protective Services cases will be monitored by the contractor through collateral contacts with other service providers and/or individuals in a "Position to know", in order to ensure ongoing evaluation and assessment of the individual's current status and functioning.

#### Terms and Conditions of Contract;

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

The Contractor agrees to comply that any contractor doing business from a location within Oneida and Herkimer Counties shall be required, pursuant to Oneida County Board of Legislator 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 this Contract by Contractor and any subcontractors.

The liaison for this program shall be:

1. from Oneida County Department of Social Services – Gina Beach.
2. from the Contractor – Ralph Witt.

The Oneida County Department of Social Services and the Contractor will meet as needed but at least every (6)months to review programmatic and systemic issues and to evaluate the program, The Contractor agrees to send in a Quarterly Contract Reports to the Contract Administrator every (3) months to evaluate and provide program direction. The (3) month review will indicate client Name, Address, Social Security #, Departments Case #, Referral Date, Birth Date, Current Status, , disability, indicating primary disability, dates and reason for termination of any terminated cases. A copy of the (3) month review report will be sent to the Contract Administrator.

In addition to the Representative Payee Program:

The Contractor agrees to assist the Department in the location of appropriate housing on an emergency basis through client evaluation,

The Contractor also 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 requirement.

All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law. All files pertaining to the Contract shall continue to be maintained in a locked file.

The Contractor agrees to comply with the statutes of the Federal lobbying Act which states that no Federal appropriated funds may be spent by the recipient of a Federal grant or a subgrantee contractor or subgrantee to pay any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions; the awarding of any Federal contract; the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement

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

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

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

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

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

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

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

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

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;



8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

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

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

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

### Sections III: TERM OF AGREEMENT

The terms of this agreement shall be from January 1, 2011 through December 31, 2011. This Agreement may be renewed in writing executed by both parties. Neither party hereto is obligated to renew this Agreement or to purchase or provide the service, in whole or in part, after the term herein has expired. The Department may terminate this Agreement prior to the term stated herein

stated herein upon serving a thirty (30) day written notice to the Contractor at the address provided above.

#### Section IV: REIMBURSEMENT AND CLAIMING PROCEDURES

The Department agrees to pay monthly upon submission of a current caseload listing, expenditure reports, and a County voucher. Total cost of services provided not to exceed \$ 73,356.00 from January 1, 2011 through December 31, 2011 as per Attached County of Oneida Unified Budget. A final fiscal reconciliation is required at the end of the Program. A final Program report is required at the end of the Program.

The Contractor and the Department will develop a program portfolio, which shall detail statistics and programmatic information.

The Contractor agrees to provide an Annual Certification as attached pertaining to this Contract as part of the Contractor's annual independent audit.

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

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

This agreement cannot be assigned by the Contractor without obtaining written approval of the Department.

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

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

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor, at which time all of Contractor's responsibilities, obligations, and

liabilities hereunder shall cease. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

\*\*\*\*\*

Date: \_\_\_\_\_

Oneida County Executive: \_\_\_\_\_

Anthony J. Picente Jr., Oneida County Executive

\*\*\*\*\*

Approved as to Form \_\_\_\_\_

Oneida County Attorney

\*\*\*\*\*

Date: \_\_\_\_\_

Oneida County Department of Social Services: \_\_\_\_\_

Lucille A. Soldato, Commissioner

\*\*\*\*\*

Date: 12/14/2010

Agency: New Life Community Services Inc.

Authorized Signature: 

Print Authorized Name: RALPH C. WITT

Title: PRESIDENT

\*\*\*\*\*

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

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

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

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

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

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

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

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

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

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

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

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

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

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

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

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

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

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

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DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

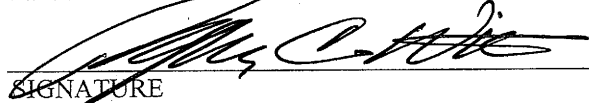
- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during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

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

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

NEW LIFE COMMUNITY SERVICES, INC.  
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

RALPH C WITT PRESIDENT  
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

 12/14/2010  
SIGNATURE DATE

ADDENDUM #1

REP-PAYEE FINANCIAL MANAGEMENT PLAN

- IAW-U.R.M. Rep-Payee Proposal, each screened and referred client will operate from their own individual Budget Plan (Appendix 1).
- Monthly Status Reports (Appendix 2) will be submitted on all clients.
- All funds will be deposited into a central bank account and stamped deposit tickets placed on file.
- All disbursements will be made by check. Arrangements will be made by the check's drawer with the bank (payee) to cash the check, if the drawee so desires to cash the check there.
- Each client will have their own T - 53B account for recordings of disbursement and deposits.
- Those clients who have received retroactive account payments of SSI or have accumulated sizable balances in their T-53B accounts will have individual savings and burial accounts established in their names.
- The following records will be kept and available for DSS inspection at The Contractor:
  - a. Deposit slips
  - b. canceled checks
  - c. Check Book Record
  - d. Journal (of all transactions)
  - e. Form T-53B (Appendix 3):
    - (1) Accounts Receivable on each client (#1 -#20)
    - (2) Accounts Payable on each client (#1-#20)
  - F. Record of Interest Received
  - g. Record of Interest Payable (#1-#20)

ADDENDUM # II  
MONTHLY STATUS REPORT

Report Period: \_\_\_\_\_

Client's Name: \_\_\_\_\_

Client's Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Client's Current Financial Situation

(a) Previous Report Balance \_\_\_\_\_

(b) Report Period Balance \_\_\_\_\_

(c) Explanation (if necessary) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Client's Current Personal Situation \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Counselor's Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Name)

\_\_\_\_\_ Phone: \_\_\_\_\_  
(Organization)



ADDENDUM # III

REFERRAL FORM

TO: NEW LIFE COMMUNITY SERVICES

FROM: ONEIDA COUNTY DEPARTMENT  
of SOCIAL SERVICES

CASE NAME; \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ SOCIAL SECURITY #: \_\_\_\_\_

LIVING ARRANGEMENTS:

\_\_\_\_\_ Owns Home \_\_\_\_\_ Lives Alone \_\_\_\_\_ Rental

\_\_\_\_\_ Lives with Others \_\_\_\_\_ Lives in Congregate Setting

Specify:

COMMENTS:

RESOURCES/BENEFITS/ASSETS:

1. <u>Income Source</u>	<u>Monthly Amt. \$</u>	<u>Benefits</u>
Social Security	_____	( ) Medicare Part A
SSI	_____	( ) Medicare Part B
VA Pension	_____	( ) Medicaid
Railroad Retirement	_____	( ) Food Stamps
Other Pension	_____	( ) HEAP
Public Assistance	_____	( ) Health Insurance
Other	_____	( )
TOTAL:		

CURRENT BUDGET SHEET ATTACHED:

PERSONAL APPEARANCE:

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PHYSICAL HEALTH:

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MENTAL HEALTH:

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MEDICATION:

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OTHER SERVICE PROVIDERS:

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RELATIVES, FRIENDS, OTHER INFORMAL SUPPORTS:

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OTHER COMMENTS:

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SIGNED:

\_\_\_\_\_  
Caseworker

\_\_\_\_\_  
Supervisor

NEW LIFE COMMUNITY SERVICES, INC.  
CONTRACT BUDGET January 1, 2011 THROUGH DECEMBER 31, 2011

SALARIES

Total Salaries \$ 46,800

OTHER EXPENSES

FRINGE BENEFITS	\$ 4,800
RENT/LEASE	\$ 2,400
SUPPLIES	\$ 600
POSTAGE/SHIPPING	\$ 900
TRAVEL/CONFERENCE	\$ 4,800
TELEPHONE/UTILITIES	\$ 3,840
PRINTING	\$ 180
BUSINESS INSURANCE	\$ 3,120
EQUIPMENT	\$ 960
PROFESSIONAL FEES	\$ 2,880
BANK SERVICE CHARGES	\$ 720
MISCELLANEOUS	\$ 456
Admin & Overhead	\$ 900

Total Other Expenses \$ 26,556

TOTAL CONTRACT EXPENSES \$ 73,356



Anthony J. Picente Jr. County Executive

Linda M. Nelson, Commissioner



Phone: (315) 798-5903  
Fax: (315) 798-6445  
E-mail: mentalhealth@ocgov.net  
Web site: www.ocgov.net

FN 20 11 - 05

November 24, 2010

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

**PUBLIC HEALTH**

**WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 DEC 28 AM 1:24

Dear Mr. Picente:

I am forwarding six (6) copies of the 2011-2013 Purchase of Services Agreement between the Oneida County Department of Mental Health and the Rescue Mission of Utica, Inc. for your review and signature.

Under this proposed Agreement, the Rescue Mission of Utica, Inc. will provide Addictions Crisis Center services to individuals under the influence of alcohol and drugs and in need of a structured and supervised setting and supervised housing for adults with serious mental illness and substance abuse.

The gross amount of this Agreement is \$1,126,531.00. No Oneida County tax dollars are associated with this Agreement to fund the operating deficits incurred by these programs.

Thank you 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,

*Linda M. Nelson*

Linda M. Nelson  
Commissioner

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

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

Date 12/15/10

LMN/ldr  
Encs.

## A G R E E M E N T

This Agreement made by and between the County of Oneida, a municipal corporation with its principal offices located at 800 Park Avenue, Utica, New York (hereinafter referred to as the "County"), through its Department of Mental Health which is based in Utica, New York, and the Rescue Mission of Utica (hereinafter referred to as the "Contractor"), which is incorporated under the New York State Not-For-Profit Corporation Law and having its principal office located at 212 Rutger St, Utica, NY 13502.

### W I T N E S S E T H:

**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 **County** defines this entire set of Agreements that make-up the comprehensive and integrated system of community mental health services as an organized health care arrangement and, as such, each **Contractor** upon final execution of this Agreement shall identify themselves as a member participant of the Oneida County Community Mental Health Network in and on all appropriate circumstances and materials; and

**WHEREAS**, the **Contractor** is a Not-For-Profit Corporation established for the purpose, among others, of furnishing community mental hygiene services and is authorized to furnish such services to the **County**, and

**WHEREAS**, the parties hereto desire to make available to the **County** the Community Mental Health Services and related Programs (hereinafter referred to as the "**Services**") authorized by the Community Mental Health Services Act as set forth in Article 41 of the Mental Hygiene Law of the State of New York, and

**WHEREAS**, the **Contractor** is desirous within its corporate powers to provide the **Services** described by program type in the Consolidated Budget Report (CBR) attached hereto as *Appendix A* and made a part hereof (hereinafter referred to as the "**Budget**") and the Service/Program Narrative attached hereto as *Appendix B* and made a part hereof (hereinafter referred to as the "**Narrative**").

**NOW, THEREFORE**, it is mutually agreed between the parties as follows:

#### **I. TERM OF AGREEMENT**

The term of this three (3)-year agreement shall commence January 1, 2011 and shall conclude December 31, 2013. It is expressly understood that this Agreement may be amended at any time during this period to reflect new programmatic or fiscal constraints.

## II. SCOPE OF SERVICE

### A. General

The **Contractor**, at its own expense and charge for the consideration provided, agrees to furnish adequate, qualified and trained personnel, together with required office space and equipment, and to furnish and render the **County**, the **Services** outlined in *Appendix B*. The specific services are detailed by the program category specified in the **Budget**. All services will be provided, and all programs operated, in accordance with the appropriate rules and regulations as promulgated by the Department of State and published in Volume 14, Parts A, B and C of the Codes, Rules and Regulations of the State of New York, which regulate said service. The **Contractor** must demonstrate such compliance, where applicable, by attaching the current Operating Certificates as required by the **Narrative**, Section IIA.

The **Contractor** agrees, where applicable, to provide any and all **Services**, authorized by this Agreement or other license or certification, to individuals involved in the New York State Office of Mental Health (OMH) Assisted Outpatient Treatment (AOT) Program. This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The **Contractor** further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Department of Mental Health will be handled in a safe and confidential manner.

For the purposes of this Agreement, the **Contractor** shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status. The **Contractor** shall neither hold itself out as nor claim to be an officer or employee of the **County**, and the agents of the **Contractor** shall neither hold themselves out as nor claim to be officers or employees of the **County** and shall make no claim for nor shall be entitled to, workman's compensation coverage, medical, unemployment, social security or retirement membership benefits from the **County**.

### B. Levels of Service

The **Contractor** agrees to deliver the services in accordance with the number of units, services and programs as specified in the attached **Budget**. No reduction in level of services shall be permitted if such a reduction alters the basic nature or adversely affects the quality of services. If the **Contractor** is delivering services at a rate which in the judgment of the **County** will result in a level of services below that agreed upon, the **County** may, after notifying the **Contractor** in writing, request that the rate of service be increased in general or by a specified amount up to the level agreed upon.

### C. Case Records: Confidentiality and HIPAA Communications

Where applicable, the **Contractor** shall maintain individual case records for each client participating in the **Services** as may be required under the rules and regulations promulgated by New York State. All case records, summaries, statistics, other records and reports shall be maintained and/or submitted in a manner satisfactory

to the County Department of Mental Health and appropriate State agency. The case records for each client receiving the **Services** provided pursuant to this Agreement shall be kept and maintained in a confidential manner in compliance with 42 CFR Part 2, and all of the laws, regulations and guidelines of the Federal, State and Local governments and their agencies.

Copies of individual treatment records or evaluations shall be transferred to physicians, licensed psychologists, certified social workers, and other providers of mental hygiene services or other health care staff, who are involved in caring for, treating or rehabilitating the clients only upon the informed consent of the client. Any information transferred to another provider should be kept confidential and used solely for the benefit of the client by the receiving individual or agency. When releasing this information, the **Contractor** shall comply with the Health Insurance Portability and Accountability Act of 1996 (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 (PHI) exchanged between the **Contractor** and the receiving individual or agency.

At the expiration of this Agreement, and in the event that no successor agreements are entered into, all plans and programs for providing treatment services, all educational plans, programs and materials, all clinical and program records, and all program evaluation materials shall become the property of the Oneida County Department of Mental Health. The **Contractor's** obligation to perform as provided in this section continues beyond the termination of this Agreement.

#### **D. Participation in County Planning Process**

The **Contractor** 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 **Contractor**; submission of planning reports and CON applications and/or Prior Approval and Review (PAR) applications to the **County** prior to submission to the **State**; attendance and cooperation with various ad hoc work groups of the subcommittee; submission of various demographic reports on **Services** in addition to LS3 of LS2C data as may be requested by a subcommittee and/or workgroup; and submission of preliminary budget and program data to the **County** through the Department of Mental Health in a timely manner for inclusion in planning documents.

#### **E. Participation in County Single Point of Access and Accountability (SPOA/A) Processes; Admission and Termination Committee; MICA Network Committee; Mental Health and Drug Court Planning Committees**

The **Contractor** shall participate, where applicable, in all of the appropriate Oneida County Single Point of Access and Accountability (SPOA/A) Processes; and/or Admission and Termination Committee; and/or MICA Network Committee; and/or Mental Health and Drug Court Planning Committees. It is expressly understood that these processes and committees share HIPAA defined Protected Health Information

(PHI) or Individually Identified Health Information (IIHI). This required **Contractor** participation is covered under the auspices of the Oneida County Community Mental Health Network as a member participant of an organized health care arrangement. Under this arrangement, the **Contractor** shall inform all program participants of their participation in this network and the processes and/or committees listed above.

In all circumstances where it is clinically appropriate, the **Contractor** shall obtain a signed authorization and acknowledgement from the individual program participant to have his/her PHI or IIHI presented as necessary.

It is expressly understood that every attempt will be made to "de-identify" all PHI or IIHI prior to any and all meetings; however, there may be circumstances under which PHI and/or IIHI must be exchanged to fulfill the **County's** oversight and monitoring rights and responsibilities under HIPAA and New York State Mental Hygiene Law.

Where applicable, the **Contractor** agrees to take all necessary and appropriate actions to assure compliance with all confidentiality and HIPAA laws and regulations in safeguarding the PHI and/or IIHI obtained as a result of their participation in the Oneida County Community Mental Health Network and all of its committees and processes.

If the **Contractor** is part of the Children and Youth SPOA/A committee and process, the **Contractor** agrees to submit a completed Children and Youth Data set and a completed Child and Adolescent Needs Survey (CANS) as required by the Commissioner of the Department of Mental Health and/or his/her designee in a timeframe established by the Department of Mental Health.

If the **Contractor** is part of the Adult SPOA/A committee and process, the **Contractor** agrees to submit all required PHI or IIHI as required by the Commissioner of the Department of Mental Health and/or his/her designee in a timeframe established by the Department of Mental Health.

It is expressly understood that the Department of Mental Health and the **Contractor** will enter into all necessary Chain of Trust, Business Associate and/or Trading Partners Agreements as may be necessary and appropriate to assure reasonable compliance with Federal HIPAA regulations and New York State Mental Hygiene Law.

### III. BUDGET AND ADMINISTRATIVE REPORTING REQUIREMENTS

#### A. **Budget and Total Amount of Agreement**

The **Contractor** expressly represents and agrees that the **Budget** for the services and programs attached hereto and made a part hereof, lists personnel and all other estimated costs of service, estimated revenue, and units of service to be rendered by the **Contractor** under this Agreement, and shall not exceed the total Approved Net Operating Cost.



## **B. Budget Revisions**

In the event that New York State modifies the budget instructions/format during the course of this contract period, the **Contractor** shall submit a revised budget within a time frame established by the **County**.

The **County** shall review and consider any request by the **Contractor** to revise the **Budget** submitted to the **County** no later than thirty (30) days after the expiration of this Agreement. The Oneida County Department of Mental Health, in its sole discretion, may approve such a request, provided that the total payment is not increased. Upon approval, the **Budget** as revised shall, for purposes of this Agreement, replace the **Budget** previously appended and made a part hereof.

## **C. Contractor, County and State Share of Net Budget Costs**

The **Contractor** agrees to provide up to the amount, if any, identified as the Voluntary Contribution share of the Approved Net Operating Cost specified in *Appendix A* of this Agreement. Such shares shall consist of voluntary contributions or endowments from non-state or federal sources and shall not be obtained from fees or other reimbursement received for services rendered pursuant to this Agreement.

In full consideration of the services to be rendered by the **Contractor**, the **County** agrees to provide the **Contractor** with an amount not to exceed the total **County** share indicated in *Appendix A* attached hereto which represents the **County** funds available to partially or completely finance the **Contractor's** Approved Net Operating Cost.

The **County** further agrees to provide the **Contractor** with an amount not to exceed the total State Aid share indicated in the **Budget** attached hereto which represents the State funds available to partially or completely finance the **Contractor's** Approved Net Operating Cost.

In the event that the **State** or **County** approves a funding amount below that contained in the **Budget**, the **Contractor**, at the request of the Oneida County Commissioner of Mental Health, 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 costs not approved for reimbursement by the **State**. Should any expenses be disapproved in a post-audit by the State of New York, the **Contractor** shall submit a check payable to the **County** equal to the amount of any disallowance already paid to the **Contractor** by the **County** within ninety (90) days of notification. This provision shall apply to this Agreement and all previous Agreements between the **County** and the **Contractor**.

In the event that the **State** approves a funding amount above that contained in *Appendix A*, the **County** shall notify the **Contractor** as soon as practical. The **Contractor** shall submit a revised *Appendix A* and *Appendix B* that reflects the funding modifications and resultant program adjustments to the Department of Mental Health as an Amendment to this Agreement. The **County**, upon the approval of the Board of

Legislators and County Executive, shall make all the necessary adjustments in the advanced payments to the **Contractor** in order to facilitate the initial start up and operation of the program or service.

In the event that the **Contractor's** final net deficit total is less than that contained in the attached **Budget**, the **Contractor's** contribution will be proportionate to that cost as contained in the attached **Budget**. Should the **Contractor** exceed the approved net operating cost, the **Contractor** will display any excess deficit above authorized state and/or county funding on the non-funded line of DMH 2.2. It is expressly understood that this amount is the responsibility of the **Contractor**. It is expressly understood and agreed that the "Gross Expenditures," "Estimated Revenues" and "Net Operating" amounts specified in the **Budget** may be increased or decreased only with the written consent of the **County**.

#### **D. Claims, Reports and Payments**

The **County** will make State aid payments either monthly or quarterly, to be determined by the manner in which New York State advances funding to the **County**. **County** share of payments will be provided subsequent to services rendered and upon review of voucher receipt from **Contractor**. A minimum initial payment of at least one-twelfth of the approved State allocation will be provided upon final execution of this Agreement, or January 1, of each year covered by this Agreement, which ever occurs last, based upon the submission of a voucher by the **Contractor** requesting payment.

All remaining State aid payments will be made on or about the 1<sup>st</sup> day of each month up to and until such time New York State advances funding to the **County** on a quarterly basis. At this time, these payments will be made on or about the 1<sup>st</sup> day of each quarter based upon submission of a voucher by the **Contractor** requesting payment. Payments made monthly for the last quarter will equal the full amount due the **Contractor** less any previous payments made to the **Contractor** under this Agreement. Final reconciliation of the third and fourth quarters of the contract period will be based upon submission of the required Consolidated Fiscal Report (CFR).

In the event that additional funding becomes available during the term of this Agreement, the **Contractor** must submit a revised *Appendix A* and *Appendix B* as required under Section III paragraph C above. Upon completion and submission of these requirements and approval by the Oneida County Board of Legislators, the **County** will issue an interim payment to the **Contractor** equal to the retroactive proportion of payments due to the **Contractor**.

The **Contractor** is required, where applicable, to submit to the **County** a semi-annual Consolidated Quarterly Fiscal Report (CQFR) within thirty (30) days after the end of the second quarter for each year covered by this Agreement. The Consolidated Fiscal Report (CFR) will serve as the required financial report for the fourth quarter advance and will be due based on deadlines imposed by New York State and outlined in CFR memorandums.

The **Contractor** shall submit a final expenditure report known as the Consolidated Fiscal Report (CFR) in a manner and within the timeframes established by the Oneida County Commissioner of Mental Health and the New York State Inter-Office

Coordinating Council. It is expressly understood that each New York State Department of Mental Hygiene agency can and may establish their own fiscal reporting rules and formats and that the **Contractor** assumes responsibility for compliance with these requirements.

If for any reason whatsoever, the **Contractor** shall spend an amount that is less than the amount specified in the attached **Budget** during the term of this Agreement, for the purposes set forth herein, the total **County** payment of county and state shares specified herein shall be reduced to the amount of approved actual **Contractor** expenditures made for such purposes as reported on the CFR.

Any and all county payments to the **Contractor** shall be subjected to off set by the amount of any previously identified as a "Sum Subject to Recapture". Any "Sum Subject to Recapture" made to the **Contractor** under any predecessor Agreement shall be an offset against the Total County Payment to **Contractor** under this Agreement. The amount of recapture shall be reflected in a reduction of the payments to **Contractor**.

Please note that the obligations of the parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the **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 such termination.

## **E. Annual Report, Financial and Management Audit**

### **1. Annual Audit and Reports**

The **Contractor** shall submit two (2) copies of its annual financial audit and corresponding Management Letter to the Oneida County Department of Mental Health no later than June 1st, of the following year for each year covered by this Agreement.

The **Contractor** shall submit only two (2) copies of its completed Annual Report, including any Financial Statement(s), on or before April 30<sup>th</sup>, of the following year for each year covered by this Agreement.

The **Contractor** shall submit a final summary copy of the data requested in Section XXII below in addition to a copy of **Contractor's** final quality assurance report which address the recommended changes in operation or funding of the program or services offered by the **Contractor**.

### **2. Compliance with Federal Single Audit Act**

If the **Contractor** is scheduled to receive Federal funds in excess of \$300,000 or more in a year in federal funds, exclusive of Medicaid and Medicare, the

**Contractor** shall cause to have a single audit conducted in accordance with OMB Circular A-133. If the receipt of these Federal funds is through the State Aid Funding Authorization process, the Oneida County Department of Mental Health will notify the **Contractor** of the award and the necessary CFDA numbers. Upon receipt of this notification of federal funding, the **Contractor** shall comply with all requirements stated in OMB Circular A-133, OMB Circular A-110, the A-102 Common Rule and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the single Audit Act Amendments of 1996.

The **Contractor** shall submit two copies of the Single Audit Report and all other related documents generated as part of the scope of the Single Audit Report to the Oneida County Department of Mental Health no later than September 15th of each year covered by this Agreement.

Should the **Contractor** expend less than \$300,000 a year in federal funds, exclusive of Medicaid and Medicare, the **Contractor** shall retain all documents related to the federal programs for three (3) years, and make such documents available for a subsequent audit as requested by Oneida County or the State of New York.

#### F. Indemnification and Insurance

Notwithstanding the limits of any policy of insurance provided by the **Contractor** pursuant to this Agreement, the **Contractor** further covenants and agrees to indemnify, defend and hold harmless the **County** and the **State**, its officers, agents and employees, from and against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind which the **County** or the **State** may incur, suffer or be required to pay by reason of or in consequence, directly or indirectly, of the fault, failure, omission, or negligence of the **Contractor**, its agents, officers, members, directors, or employees, including any misrepresentations contained in this Agreement or the breach of any warranty made herein, or the failure of the **Contractor** to carry out its duties under this Agreement or otherwise arising out of, or in connection with, directly or indirectly, this Agreement. The **Contractor** shall not be required to indemnify the **County** or the **State** for any damage or loss out of any acts of the **County** or the **State**, their officers or agents.

The **Contractor** shall, at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard worker's compensation insurance, if required by law; general liability insurance (including, without limitation, contractual liability); and professional liability insurance; each with single limits of liability in the amount of \$1,000,000; automobile liability insurance in the amount of \$1,000,000, with a minimum of \$1,000,000 each occurrence, bodily injury and property damage. Proof of same must be provided to the **County** at the time of the execution of this contract as *Appendix D*. If the existing insurance policy or policies expire during the term of this Agreement, the **Contractor** will be required to deliver to the **County** a renewal certificate prior to the expiration date. Failure to deliver the renewal certificate(s) shall be deemed a breach of this Agreement and may result in the immediate termination of this Agreement. The **County** must be named as an "Additionally Insured" as part of the **Contractor's** insurance policy.

If any of the required insurance coverage's contain aggregate limits or apply to other operations of the **Contractor**, outside of those required by this Agreement, the **Contractor** shall provide the **County** with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection which such insurance affords the **County**. The **Contractor** shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

If the **Contractor** self-insures any of the above requirements, a letter specifying the coverage, limits, etc., and the umbrella coverage in force, above the self-insured limits must be submitted to the **County**. Again, the **County** shall be named as an "Additionally Insured".

#### **G. Management Information System**

The **Contractor** agrees, where applicable, to participate in and provide necessary information in support of a comprehensive management information system. It is the responsibility of the **Contractor** to obtain the necessary release of information signed by each individual participating in a program or service licensed by or supported with funds from New York State's Office of Mental Health (OMH), Office of Alcoholism and Substance Abuse Services (OASAS) and/or Office of Persons With Developmental Disabilities (OPWDD) authorizing the **Contractor** to release client specific information to the Oneida County Department of Mental Health. It is expressly understood that the information released to the Oneida County Department of Mental Health will be used pursuant to Mental Hygiene Law Sections 33.13 (c) (12); 33.13 (d); and 41.13.

This information may also be used to assist in the coordination of benefits and program services offered through and by the Oneida County Department of Mental Health and its contract agencies, in conjunction with the Oneida County Department of Social Services and the Oneida County Office of Work Force Development.

The **Contractor** agrees, where applicable, to submit electronic demographic and service reporting data that will address a variety of outcome and quality assurance issues.

All electronic files and data transferred to the Oneida County Department of Mental Health will be maintained with restricted access and in compliance with all rules concerning client confidentiality.

#### **H. Contract Property**

The **County** shall reimburse the **Contractor** for the purchase of all property, i.e. equipment, materials and supplies, which is specified and accounted for in the **Budget**. The **Contractor** shall carry sufficient insurance, with the **County** named as an "Additionally Insured" in an amount sufficient to cover all property acquired by the **Contractor** through purchase under this contract against loss or damage due to negligence, fire, theft, vandalism, malicious mischief, or other cause. This provision shall apply to all property purchased under this Agreement and any previous agreement between the **County** and the **Contractor**. The **County** shall maintain an equitable

interest in all property purchased under this Agreement or any previous agreement between the **County** and the **Contractor**.

The **Contractor** shall, where applicable, provide the **County** with a list (*Appendix E*) identifying all such property, including the year purchased and the cost. This provision shall apply to all property purchased under this Agreement, or any previous agreement between the **County** and the **Contractor**. This list is to be provided to the **County** no later than January 1st of each year covered by this Agreement.

#### I. Inspection of Books and Records

The **Contractor** further agrees to make available its plans, facilities, and financial, administrative, and other statistical records for inspection and audit by authorized personnel of the Oneida County Department of Mental Health, the New York State Office of Mental Health (OMH), Office of Alcoholism and Substance Abuse Services (OMH), Office of Persons With Developmental Disabilities (OPWDD) and/or the Oneida County Department of Audit and Control. Such records must be maintained for at least seven (7) years subsequent to the date of final payment hereunder, or until a final audit has been made by the respective New York State agency. All examinations, inspections, audits, and visitations shall, in the absence of an effective waiver by the client(s), be conducted in accordance with the laws governing client confidentiality and privilege and shall be performed on the **Contractor's** premises and, at the discretion of the **County**, in the presence of a **Contractor** representative.

#### J. Subcontract

The **Contractor** shall not enter into any agreement with any third party for the provision of **Services** without the prior written approval of the **County** nor assign the within contract without the prior written approval of the **County**. This provision does not prohibit the **Contractor** from entering into employment contracts or contracts for the acquisition of goods or the provision of services which are ancillary to the main purpose of this Agreement and are not directly related to the provision of contracted services. Such approval shall be granted or withheld at the sole discretion of the **County**.

#### K. Regulatory Compliance

The **Contractor** 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 **Contractor** that agencies and departments of New York State other than OMH, OASAS and OPWDD may promulgate these rules and regulations.

Pursuant to Oneida County Board of Legislators Resolution No. 249, the **Contractor** must provide proof that wastes and recyclables generated in Oneida County by the **Contractor** or a subcontractor shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Management Authority. Compliance with this requirement will become *Appendix C* of this Agreement to be known as Resolution 249 Compliance.

*Appendix C* must include a list of all Oneida County locations at which services will be provided. This list is to include all services provided by the contracting organization or **Contractor** notwithstanding their respective delineation in Appendix A of this Agreement. Furthermore, *Appendix C* must include a photocopy of an agreement between the contracting organizations or **Contractor** and a waste hauler specifying the locations covered by that agreement and certification from the Oneida-Herkimer Solid Waste Management Authority that the waste hauler delivers their waste to the Oneida-Herkimer Solid Waste Management Authority facilities. The **Contractor** pursuant to this Agreement must provide compliance with this section of the Agreement to the **County** prior to the final execution of this Agreement and provision of services.

As previously noted, the **Contractor** shall comply, where applicable, with the Health Insurance Portability and Accountability Act of 1996 (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 (PHI) exchanged between the **Contractor** and the provider individual or agency. As proof of compliance with 45 CFR 160 through 164, the **Contractor** shall append to this Agreement, where applicable, a copy of its updated Policy and Procedures Manual that addresses HIPAA compliance issues (*Appendix F*).

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

The **Contractor** further 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.

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

The **Contractor** shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV-related illness.

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

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

*“This information has been disclosed to you from confidential records which are protected by New York 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.”*

#### IV. MISCELLANEOUS PROVISIONS

##### A. Additional Appendices

Annexed hereto and made a part hereof as Appendices G/H/I/J/K/L/M/N are additional terms, covenants and conditions which the respective parties agree to be bound by and follow, where applicable, as part of the within Agreement. Unless otherwise indicated, such information should be submitted to the Department of Mental Health no later than the last business day in October of each year covered by this Agreement.

##### **Appendix G – Disclosure Statements**

Certifications regarding lobbying; debarment, suspension and other responsibility matters; and drug-free workplace requirements.

##### **Appendix H – Disaster Response Plan**

The **Contractor** shall submit a copy of its Disaster Response Plan. In addition, the **Contractor** shall participate in the development of an Oneida County plan to respond to man-made or natural disasters. The **Contractor** shall also provide staff as requested by the Oneida County Commissioner of Mental Health to assist in the response to any and all such disasters. It will be the responsibility of the **County** to assist in the training of all appropriate staff called to respond.

##### **Appendix I – Accounting System & Financial Capability Questionnaire**

##### **Appendix J – Corporate Compliance Plan**

The **Contractor** shall provide a copy of its Corporate Compliance Plan, which reflects efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations. This document should minimally include the following standards and procedures:

- Overall compliance program oversight;
- Standards and methods for delegating authority;



- Employee training programs;
- Monitoring and auditing systems;
- Enforcement and disciplinary actions; and
- Mechanisms for responding to problems and taking corrective action

#### **Appendix K – Organizational Chart**

The **Contractor** shall provide a copy of its Organizational Chart.

#### **Appendix L – Service Utilization**

Using the template provided, the **Contractor** shall provide the following information for each contract service/program on a quarterly basis and annually for each year covered by this Agreement:

- Total Number of Persons Served (Unduplicated)
- Total Number of Service Units  
What is meant by a “Unit of Service” should be clearly defined relative to the agency’s CFR.
- Cost Per Person Served  
Please note whether this expense is a Gross, Net or Average calculation.

#### **Appendix M – Performance Measurement**

Using the template provided, the **Contractor** shall provide its Performance Measurement Plan particular to each contract service/program. Incorporate any relevant performance measurement activities; including specific indicators and data collection methods, developed or expected to be developed during the period in question (please specify year). This information should be submitted to the Department of Mental Health on a quarterly basis and annually for each year covered by this Agreement.

#### **Appendix N – Miscellaneous/Other**

##### **B. Cooperation and Coordination with the Coordinated Children’s Services Initiative (CCSI)**

The **Contractor** agrees, where applicable, to provide any and all services, authorized by this Agreement or other licensed or certification, to children and families involved in the Oneida County CCSI Program. The **Contractor** further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Department of Mental Health will be handled in a safe and confidential manner. It is also expressly understood that the **Contractor** is responsible for obtaining a signed release of information from the individual to facilitate this level of communication.

### C. Cooperation with local Shelter Plus Care (SPC) Program Sponsor

The **Contractor** agrees, where applicable, to cooperate and enter into appropriate Business Associate and Chain of Trust Agreements with the local, designated sponsor of the Shelter Plus Care Program. The purpose of these Agreements will be to facilitate the development and operationalization of an appropriate service plan for individuals involved in the Shelter Plus Care Program. These Agreements will also allow for the local sponsor to gather the necessary information to document the required local match as required by the Federal Department of Housing and Urban Development (HUD).

## V. TERMINATION OF AGREEMENT

Either party may terminate this Agreement by giving thirty (30) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the **Contractor** fails to comply with legal, professional, County or State requirements for the provision of **Services** or with provisions of this Agreement, or if the **Contractor** becomes bankrupt or insolvent or falsifies its records or reports or misuses its funds from whatever source, 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 **Contractor**.

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 **Contractor** prior to termination of this Agreement that are pursuant to, and after the **Contractor's** compliance with the terms and conditions herein.

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. A copy of such notice shall also be sent to the appropriate New York State Office.

If any term or provision of the Agreement shall be found to be illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement. The laws of the State of New York, except where the Federal supremacy clause requires otherwise, shall govern this contract. Venue shall lie within the State of New York.

VI.

THIS INSTRUMENT EXPRESSED ENTIRE AGREEMENT

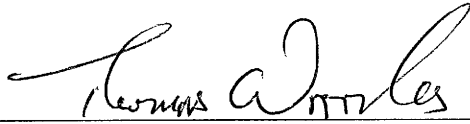
It is expressly understood that this instrument represents the entire Agreement of the parties hereto; that all previous understandings are merged herein; and that no modifications shall be valid unless written and both parties thereof shall execute evidence.

COUNTY BY:

\_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive  
Date

\_\_\_\_\_  
Linda M. Nelson, Commissioner  
Oneida County Department of Mental Health  
Date

CONTRACTOR BY:

  
\_\_\_\_\_  
Thomas Wattles, President  
Board of Directors  
Rescue Mission of Utica  
Date 10/28/10

  
\_\_\_\_\_  
Rev. William E. Dodge, Executive Director  
Rescue Mission of Utica  
Date 10/28/10

Approved as to form only:  
Oneida County Attorney

By: \_\_\_\_\_

Date: \_\_\_\_\_



Anthony J. Picente Jr. County Executive

Linda M. Nelson, Commissioner



Phone: (315) 798-5903  
Fax: (315) 798-6445  
E-mail: mentalhealth@ocgov.net  
Web site: www.ocgov.net

FN 20 11 - 06

**PUBLIC HEALTH**

November 30, 2010

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

**WAYS & MEANS**

RECEIVED  
PUBLIC HEALTH  
NOV 30 2010 11:03

Dear Mr. Picente:

I am forwarding six (6) copies of the 2011-2013 Purchase of Services Agreement between the Oneida County Department of Mental Health and Neighborhood Center of Utica for your review and signature.

Under this proposed Agreement, Neighborhood Center of Utica will provide mental health treatment, emergency services, case management, rehabilitation and employment services to adults and children with serious mental illness.

The gross amount of this Agreement is \$1,333,356.00. There is \$25,000.00 Oneida County generated tax dollars associated with this Agreement to be used to enhance their current adult and children's clinical services.

Thank you 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,

*Linda M. Nelson*  
Linda M. Nelson  
Commissioner

LMN/ldr  
Enc.

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

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

Date 12/23/10

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**CONTRACT SUMMARY**

**Name of Proposing Individual/Organization:** The Neighborhood Center, Inc.

**Title of Proposed Service/Program:** Children's OP Treatment Services (OMH)  
Adult OP Behavioral Health Services (OMH)  
Emergency/Crisis Services (OMH)  
Adult Recovery Services (OMH)  
Case Management (OMH)  
Employment (OMH)

**Proposed Dates of Operation:** January 1, 2011 through December 31, 2013

**Client Population/Number to be Served:** Children and youth with a serious emotional disturbance; adults with a serious and persistent mental illness.

**Summary Statements:**

**I. Narrative Description of Service/Program:**

Under the terms and conditions of this Agreement, The Neighborhood Center will provide the following services and related programs:

**A. CHILD GUIDANCE CLINIC**

The agency's Child Guidance Clinics follow the mandates of the NYS Office of Mental Health (OMH) in providing individual, family and group therapy, symptom management, health screening and referral, medication therapy, medication education, clinical support services and discharge planning through strength and evidenced-based practices. The configuration of services, including frequency and intensity, are individually determined and family-focused. Clinics provide a constellation of support services to the home and community that leads to skill mastery for the child and family. Family and other social supports are encouraged to be a part of the treatment and discharge planning process. Both clinics received Child & Family Clinic Plus certification in April, 2007. Screenings have occurred for children in the Utica and Camden school districts utilizing the Strengths and Difficulties Questionnaire (SDQ).

**B. ADULT BEHAVIORAL HEALTH SERVICES**

The Neighborhood Center Behavioral Health - Rome program for adults opened in September, 2009. The clinic works with clients and their family to help promote emotional stability and, more importantly, increased functionality and rehabilitation so that individuals can enjoy healthier and more functional lives in their families and communities. Therapists work with clients in helping them achieve their rehabilitation goals. The psychiatric and nursing staff works with the clients to achieve greater symptom management and improvement in daily functioning.

### **C. MOBILE CRISIS ASSESSMENT TEAM (MCAT)**

The Mobile Crisis Assessment Team provides emergency/crisis psychiatric services for persons living in Oneida and Herkimer Counties. MCAT provides psychiatric crisis assessment and intervention services 24 hours a day, 7 days a week. The mobile unit assesses risk of harm to self or others, factors that led to the crisis, and the level of treatment support services needed. Consistent with the principles of best practice, the MCAT team provides service in the client's own environment whenever possible. By conducting the assessment in the community, the evaluator is able to observe "first hand" the environment where the crisis is occurring as well as the resources and supports available to the individual. This practice was reinforced during 2009 when MCAT stopped providing crisis assessments in hospital Emergency Departments and began focusing exclusively on community-based interventions.

Additional services include transitional, short-term follow up, linkage, and discharge planning coordination. Extensive outreach and public education are also provided to build awareness of services and maintain strong relationships with community agencies, hospitals, and law enforcement to address issues, identify solutions and foster open lines of communication.

### **D. ADULT RECOVERY SERVICES (ARS)**

Adult Recovery Services offers specialized programs to enhance independent living skills, increase wellness and understanding of mental illness, provide socialization, and peer support for adults diagnosed with mental illness. The overall goal of the program is to assist individuals in obtaining the highest level of recovery possible. Peers are a critical component in identifying, planning and scheduling activities and the day-to-day operation of the program. ARS offers an array of groups in the areas of Wellness & Self-Management, Health & Fitness, Stress Reduction & Management, Living with Mental Illness, and Support for Special Needs. Support Groups include Young Adult, Crisis Intervention, Grief & Bereavement, and Co-Occurring.

### **E. SUPPORTIVE CASE MANAGEMENT (SCM)**

The Oneida County Supportive Case Management (SCM) Program provides services to adults who are 18 years of age and older that meet NYS OMH criteria for severe and persistent mental illness. SCM utilizes the principles of Psychiatric Rehabilitation to provide supports via a network of community-based services and resources designed to help people achieve independence as they recover from or learn to manage a psychiatric illness. The Neighborhood Center, as lead agency for SCM, partners with Catholic Charities and Family Services of the Mohawk Valley to provide this service.

The intent of the SCM program is to provide consumers with a comprehensive and coordinated approach toward meeting their treatment, rehabilitation and community support needs using a Care Coordination model. The primary function of SCM is to assist clients consistent with Psychiatric Rehabilitation principles in areas of living, work, education, social recreation, and leisure. The vision is for SCM to become the "central hub" of community-based services for its consumers here in Oneida County. Important components include empowering clients to advocate for themselves whenever possible and developing and maintaining client support systems, including family and community members.

SCM offers specialized services in the areas of vocational, co-occurring and the elderly. These highly focused services are designed to ensure that the most up-to-date information is obtained in order to meet the ongoing needs of these individualized populations.

## **F. ASSISTED COMPETITIVE EMPLOYMENT (ACE)**

ACE provides adults diagnosed with mental illness an environment in which they can receive job readiness training and needed supports to enter or re-enter the employment arena. Through a variety of skill-building activities and groups, participants are afforded the opportunity to learn and enhance basic skills, including resume writing, interviews, life skills, job-seeking and overall professionalism, in order to prepare for securing or maintaining a job in the community. Overall, the program aims to help individuals foster greater independence and economic self-sufficiency. ACE is not a time-limited service and participants are enrolled as long as they feel necessary to assist them in maintaining employment.

## **II. Service/Program Objectives and Outcomes:**

The agency's mission is to provide people with resources and opportunities which respond to the human needs of the neighborhood and the extended community in a manner that: enriches, strengthens and underscores the value and worth of individuals and families; assists in developing responsible citizenship; provides a foundation for growth; and fosters understanding among all persons.

Performance measures for 2011 will continue to address the following areas:

### OP Clinics

- Timely delivery of services
- Improved clinical functioning
- Customer Satisfaction Survey feedback
- Engagement

### MCAT

- Response time
- Diversion from hospital ED and/or IP hospitalization via ↑ community mobility
- Linkage and follow up

### ARS

- Minimal participation expectations
- Improved self-awareness of one's recovery process
- Client Satisfaction Survey feedback

### SCM

- Linkage to mental health services
- Safe & affordable housing
- Reduction in frequency and/or duration of IP hospitalization

### ACE

- Minimal participation expectations
- Enhanced knowledge and skills related to employment
- Vocational and/or employment linkages

## **III. Service/Program Design and Staffing:**

All services/programs 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 (VESID).

**Total Funding Requested:****Account #:** A4310.49526

Gross Budget	\$1,333,356.00
Revenues (All Sources)	0
Net Amount	\$1,333,356.00
Federal Funds	0
State Funds	
OMH	\$1,308,356.00
OPWDD	0
OASAS	0
County Funds	\$ 25,000.00
Other	0

**Oneida County Department Funding Recommendation(s):**

It is recommended that the full amount of \$1,333,355.00 be approved for 2012. Contract amounts for 2012 and 2013, respectively, will be determined based on State Aid allocation.

**Service Units:** (Projected for 2011)

Service/Program	No. of Persons Served (Unduplicated)	Units of Service	Units of Service Definition	Cost Per Client Served
Child Guidance Clinic - Utica	492	6,070	Individual or collateral visit/contact	\$1,718.39
Behavioral Health (Children & Adult) - Rome	900	10,000	Individual or collateral visit/contact	\$942.70
MCAT (includes Catholic Charities & OCDMH)	2,755	4,103	Direct face-to-face or indirect phone assessment	\$153.42
Adult Recovery Services	277	11,577	Program visit (daily attendance) and group attendance	\$1,453.72
Supportive Case Management (includes Catholic Charities & Family Services)	802	14,490	Direct face-to-face visit/contact	\$2,760.42
Assisted Competitive Employment	44	3,000	Direct contact hour with client; indirect collateral visit/contact	\$493.41

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

State	\$1,308,356.00
County	\$ 25,000.00

**Cost Per Client Served:** See above.

**Past Performance Data:** The Neighborhood Center has a rich, longstanding tradition of providing mandated core services to our local community. Corrective actions generated by state audits and reviews are addressed quickly and thoroughly; contract-related reports are submitted in a timely manner. The agency is an active participant within the County-wide Emergency Psychiatric Services System (EPSS).

**Oneida County Department Staff Comments:** The NYS Office of Mental Health recently underwent a major restructuring of its outpatient clinic system, concerning which this agency has progressed with a full understanding of the changes in regulatory requirements. The degree of MCAT mobility to the community is a concern and will continue to be monitored, particularly in terms of cost-effectiveness.



## AGREEMENT

This Agreement made by and between the County of Oneida, a municipal corporation with its principal offices located at 800 Park Avenue, Utica, New York (hereinafter referred to as the "County"), through its Department of Mental Health which is based in Utica, New York, and the Neighborhood Center, Inc. (hereinafter referred to as the "Contractor"), which is incorporated under the New York State Not-For-Profit Corporation Law and having its principal office located at 293 Genesee Street, Utica, NY 13501.

### 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 County defines this entire set of Agreements that make-up the comprehensive and integrated system of community mental health services as an organized health care arrangement and, as such, each Contractor upon final execution of this Agreement shall identify themselves as a member participant of the Oneida County Community Mental Health Network in and on all appropriate circumstances and materials; and

WHEREAS, the Contractor is a Not-For-Profit Corporation established for the purpose, among others, of furnishing community mental hygiene services and is authorized to furnish such services to the County, and

WHEREAS, the parties hereto desire to make available to the County the Community Mental Health Services and related Programs (hereinafter referred to as the "Services") authorized by the Community Mental Health Services Act as set forth in Article 41 of the Mental Hygiene Law of the State of New York, and

WHEREAS, the Contractor is desirous within its corporate powers to provide the Services described by program type in the Consolidated Budget Report (CBR) attached hereto as *Appendix A* and made a part hereof (hereinafter referred to as the "Budget") and the Service/Program Narrative attached hereto as *Appendix B* and made a part hereof (hereinafter referred to as the "Narrative").

NOW, THEREFORE, it is mutually agreed between the parties as follows:

#### I. TERM OF AGREEMENT

The term of this three (3)-year agreement shall commence January 1, 2011 and shall conclude December 31, 2013. It is expressly understood that this Agreement may be amended at any time during this period to reflect new programmatic or fiscal constraints.

## II. SCOPE OF SERVICE

### A. General

The **Contractor**, at its own expense and charge for the consideration provided, agrees to furnish adequate, qualified and trained personnel, together with required office space and equipment, and to furnish and render the **County**, the **Services** outlined in *Appendix B*. The specific services are detailed by the program category specified in the **Budget**. All services will be provided, and all programs operated, in accordance with the appropriate rules and regulations as promulgated by the Department of State and published in Volume 14, Parts A, B and C of the Codes, Rules and Regulations of the State of New York, which regulate said service. The **Contractor** must demonstrate such compliance, where applicable, by attaching the current Operating Certificates as required by the **Narrative**, Section IIA.

The **Contractor** agrees, where applicable, to provide any and all **Services**, authorized by this Agreement or other license or certification, to individuals involved in the New York State Office of Mental Health (OMH) Assisted Outpatient Treatment (AOT) Program. This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The **Contractor** further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Department of Mental Health will be handled in a safe and confidential manner.

For the purposes of this Agreement, the **Contractor** shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status. The **Contractor** shall neither hold itself out as nor claim to be an officer or employee of the **County**, and the agents of the **Contractor** shall neither hold themselves out as nor claim to be officers or employees of the **County** and shall make no claim for nor shall be entitled to, workman's compensation coverage, medical, unemployment, social security or retirement membership benefits from the **County**.

### B. Levels of Service

The **Contractor** agrees to deliver the services in accordance with the number of units, services and programs as specified in the attached **Budget**. No reduction in level of services shall be permitted if such a reduction alters the basic nature or adversely affects the quality of services. If the **Contractor** is delivering services at a rate which in the judgment of the **County** will result in a level of services below that agreed upon, the **County** may, after notifying the **Contractor** in writing, request that the rate of service be increased in general or by a specified amount up to the level agreed upon.

### C. Case Records: Confidentiality and HIPAA Communications

Where applicable, the **Contractor** shall maintain individual case records for each client participating in the **Services** as may be required under the rules and regulations promulgated by New York State. All case records, summaries, statistics, other records and reports shall be maintained and/or submitted in a manner satisfactory

to the County Department of Mental Health and appropriate State agency. The case records for each client receiving the **Services** provided pursuant to this Agreement shall be kept and maintained in a confidential manner in compliance with 42 CFR Part 2, and all of the laws, regulations and guidelines of the Federal, State and Local governments and their agencies.

Copies of individual treatment records or evaluations shall be transferred to physicians, licensed psychologists, certified social workers, and other providers of mental hygiene services or other health care staff, who are involved in caring for, treating or rehabilitating the clients only upon the informed consent of the client. Any information transferred to another provider should be kept confidential and used solely for the benefit of the client by the receiving individual or agency. When releasing this information, the **Contractor** shall comply with the Health Insurance Portability and Accountability Act of 1996 (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 (PHI) exchanged between the **Contractor** and the receiving individual or agency.

At the expiration of this Agreement, and in the event that no successor agreements are entered into, all plans and programs for providing treatment services, all educational plans, programs and materials, all clinical and program records, and all program evaluation materials shall become the property of the Oneida County Department of Mental Health. The **Contractor's** obligation to perform as provided in this section continues beyond the termination of this Agreement.

#### **D. Participation in County Planning Process**

The **Contractor** 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 **Contractor**; submission of planning reports and CON applications and/or Prior Approval and Review (PAR) applications to the **County** prior to submission to the **State**; attendance and cooperation with various ad hoc work groups of the subcommittee; submission of various demographic reports on **Services** in addition to LS3 of LS2C data as may be requested by a subcommittee and/or workgroup; and submission of preliminary budget and program data to the **County** through the Department of Mental Health in a timely manner for inclusion in planning documents.

#### **E. Participation in County Single Point of Access and Accountability (SPOA/A) Processes; Admission and Termination Committee; MICA Network Committee; Mental Health and Drug Court Planning Committees**

The **Contractor** shall participate, where applicable, in all of the appropriate Oneida County Single Point of Access and Accountability (SPOA/A) Processes; and/or Admission and Termination Committee; and/or MICA Network Committee; and/or Mental Health and Drug Court Planning Committees. It is expressly understood that these processes and committees share HIPAA defined Protected Health Information

(PHI) or Individually Identified Health Information (IIHI). This required **Contractor** participation is covered under the auspices of the Oneida County Community Mental Health Network as a member participant of an organized health care arrangement. Under this arrangement, the **Contractor** shall inform all program participants of their participation in this network and the processes and/or committees listed above.

In all circumstances where it is clinically appropriate, the **Contractor** shall obtain a signed authorization and acknowledgement from the individual program participant to have his/her PHI or IIHI presented as necessary.

It is expressly understood that every attempt will be made to "de-identify" all PHI or IIHI prior to any and all meetings; however, there may be circumstances under which PHI and/or IIHI must be exchanged to fulfill the County's oversight and monitoring rights and responsibilities under HIPAA and New York State Mental Hygiene Law.

Where applicable, the **Contractor** agrees to take all necessary and appropriate actions to assure compliance with all confidentiality and HIPAA laws and regulations in safeguarding the PHI and/or IIHI obtained as a result of their participation in the Oneida County Community Mental Health Network and all of its committees and processes.

If the **Contractor** is part of the Children and Youth SPOA/A committee and process, the **Contractor** agrees to submit a completed Children and Youth Data set and a completed Child and Adolescent Needs Survey (CANS) as required by the Commissioner of the Department of Mental Health and/or his/her designee in a timeframe established by the Department of Mental Health.

If the **Contractor** is part of the Adult SPOA/A committee and process, the **Contractor** agrees to submit all required PHI or IIHI as required by the Commissioner of the Department of Mental Health and/or his/her designee in a timeframe established by the Department of Mental Health.

It is expressly understood that the Department of Mental Health and the **Contractor** will enter into all necessary Chain of Trust, Business Associate and/or Trading Partners Agreements as may be necessary and appropriate to assure reasonable compliance with Federal HIPAA regulations and New York State Mental Hygiene Law.

### III. BUDGET AND ADMINISTRATIVE REPORTING REQUIREMENTS

#### A. Budget and Total Amount of Agreement

The **Contractor** expressly represents and agrees that the **Budget** for the services and programs attached hereto and made a part hereof, lists personnel and all other estimated costs of service, estimated revenue, and units of service to be rendered by the **Contractor** under this Agreement, and shall not exceed the total Approved Net Operating Cost.

## B. Budget Revisions

In the event that New York State modifies the budget instructions/format during the course of this contract period, the **Contractor** shall submit a revised budget within a time frame established by the **County**.

The **County** shall review and consider any request by the **Contractor** to revise the **Budget** submitted to the **County** no later than thirty (30) days after the expiration of this Agreement. The Oneida County Department of Mental Health, in its sole discretion, may approve such a request, provided that the total payment is not increased. Upon approval, the **Budget** as revised shall, for purposes of this Agreement, replace the **Budget** previously appended and made a part hereof.

## C. Contractor, County and State Share of Net Budget Costs

The **Contractor** agrees to provide up to the amount, if any, identified as the Voluntary Contribution share of the Approved Net Operating Cost specified in *Appendix A* of this Agreement. Such shares shall consist of voluntary contributions or endowments from non-state or federal sources and shall not be obtained from fees or other reimbursement received for services rendered pursuant to this Agreement.

In full consideration of the services to be rendered by the **Contractor**, the **County** agrees to provide the **Contractor** with an amount not to exceed the total **County** share indicated in *Appendix A* attached hereto which represents the **County** funds available to partially or completely finance the **Contractor's** Approved Net Operating Cost.

The **County** further agrees to provide the **Contractor** with an amount not to exceed the total State Aid share indicated in the **Budget** attached hereto which represents the State funds available to partially or completely finance the **Contractor's** Approved Net Operating Cost.

In the event that the **State** or **County** approves a funding amount below that contained in the **Budget**, the **Contractor**, at the request of the Oneida County Commissioner of Mental Health, 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 costs not approved for reimbursement by the **State**. Should any expenses be disapproved in a post-audit by the State of New York, the **Contractor** shall submit a check payable to the **County** equal to the amount of any disallowance already paid to the **Contractor** by the **County** within ninety (90) days of notification. This provision shall apply to this Agreement and all previous Agreements between the **County** and the **Contractor**.

In the event that the **State** approves a funding amount above that contained in *Appendix A*, the **County** shall notify the **Contractor** as soon as practical. The **Contractor** shall submit a revised *Appendix A* and *Appendix B* that reflects the funding modifications and resultant program adjustments to the Department of Mental Health as an Amendment to this Agreement. The **County**, upon the approval of the Board of

Legislators and County Executive, shall make all the necessary adjustments in the advanced payments to the **Contractor** in order to facilitate the initial start up and operation of the program or service.

In the event that the **Contractor's** final net deficit total is less than that contained in the attached **Budget**, the **Contractor's** contribution will be proportionate to that cost as contained in the attached **Budget**. Should the **Contractor** exceed the approved net operating cost, the **Contractor** will display any excess deficit above authorized state and/or county funding on the non-funded line of DMH 2.2. It is expressly understood that this amount is the responsibility of the **Contractor**. It is expressly understood and agreed that the "Gross Expenditures," "Estimated Revenues" and "Net Operating" amounts specified in the **Budget** may be increased or decreased only with the written consent of the **County**.

#### D. Claims, Reports and Payments

The **County** will make State aid payments either monthly or quarterly, to be determined by the manner in which New York State advances funding to the **County**. **County** share of payments will be provided subsequent to services rendered and upon review of voucher receipt from **Contractor**. A minimum initial payment of at least one-twelfth of the approved State allocation will be provided upon final execution of this Agreement, or January 1, of each year covered by this Agreement, which ever occurs last, based upon the submission of a voucher by the **Contractor** requesting payment.

All remaining State aid payments will be made on or about the 1<sup>st</sup> day of each month up to and until such time New York State advances funding to the **County** on a quarterly basis. At this time, these payments will be made on or about the 1<sup>st</sup> day of each quarter based upon submission of a voucher by the **Contractor** requesting payment. Payments made monthly for the last quarter will equal the full amount due the **Contractor** less any previous payments made to the **Contractor** under this Agreement. Final reconciliation of the third and fourth quarters of the contract period will be based upon submission of the required Consolidated Fiscal Report (CFR).

In the event that additional funding becomes available during the term of this Agreement, the **Contractor** must submit a revised *Appendix A* and *Appendix B* as required under Section III paragraph C above. Upon completion and submission of these requirements and approval by the Oneida County Board of Legislators, the **County** will issue an interim payment to the **Contractor** equal to the retroactive proportion of payments due to the **Contractor**.

The **Contractor** is required, where applicable, to submit to the **County** a semi-annual Consolidated Quarterly Fiscal Report (CQFR) within thirty (30) days after the end of the second quarter for each year covered by this Agreement. The Consolidated Fiscal Report (CFR) will serve as the required financial report for the fourth quarter advance and will be due based on deadlines imposed by New York State and outlined in CFR memorandums.

The **Contractor** shall submit a final expenditure report known as the Consolidated Fiscal Report (CFR) in a manner and within the timeframes established by the Oneida County Commissioner of Mental Health and the New York State Inter-Office

Coordinating Council. It is expressly understood that each New York State Department of Mental Hygiene agency can and may establish their own fiscal reporting rules and formats and that the **Contractor** assumes responsibility for compliance with these requirements.

If for any reason whatsoever, the **Contractor** shall spend an amount that is less than the amount specified in the attached **Budget** during the term of this Agreement, for the purposes set forth herein, the total **County** payment of county and state shares specified herein shall be reduced to the amount of approved actual **Contractor** expenditures made for such purposes as reported on the CFR.

Any and all county payments to the **Contractor** shall be subjected to off set by the amount of any previously identified as a "Sum Subject to Recapture". Any "Sum Subject to Recapture" made to the **Contractor** under any predecessor Agreement shall be an offset against the Total County Payment to **Contractor** under this Agreement. The amount of recapture shall be reflected in a reduction of the payments to **Contractor**.

Please note that the obligations of the parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the **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 such termination.

## **E. Annual Report, Financial and Management Audit**

### **1. Annual Audit and Reports**

The **Contractor** shall submit two (2) copies of its annual financial audit and corresponding Management Letter to the Oneida County Department of Mental Health no later than June 1st, of the following year for each year covered by this Agreement.

The **Contractor** shall submit *only* two (2) copies of its completed Annual Report, including any Financial Statement(s), on or before April 30<sup>th</sup>, of the following year for each year covered by this Agreement.

The **Contractor** shall submit a final summary copy of the data requested in Section XXII below in addition to a copy of **Contractor's** final quality assurance report which address the recommended changes in operation or funding of the program or services offered by the **Contractor**.

### **2. Compliance with Federal Single Audit Act**

If the **Contractor** is scheduled to receive Federal funds in excess of \$300,000 or more in a year in federal funds, exclusive of Medicaid and Medicare, the

**Contractor** shall cause to have a single audit conducted in accordance with OMB Circular A-133. If the receipt of these Federal funds is through the State Aid Funding Authorization process, the Oneida County Department of Mental Health will notify the **Contractor** of the award and the necessary CFDA numbers. Upon receipt of this notification of federal funding, the **Contractor** shall comply with all requirements stated in OMB Circular A-133, OMB Circular A-110, the A-102 Common Rule and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the single Audit Act Amendments of 1996.

The **Contractor** shall submit two copies of the Single Audit Report and all other related documents generated as part of the scope of the Single Audit Report to the Oneida County Department of Mental Health no later than September 15th of each year covered by this Agreement.

Should the **Contractor** expend less than \$300,000 a year in federal funds, exclusive of Medicaid and Medicare, the **Contractor** shall retain all documents related to the federal programs for three (3) years, and make such documents available for a subsequent audit as requested by Oneida County or the State of New York.

#### F. Indemnification and Insurance

Notwithstanding the limits of any policy of insurance provided by the **Contractor** pursuant to this Agreement, the **Contractor** further covenants and agrees to indemnify, defend and hold harmless the **County** and the **State**, its officers, agents and employees, from and against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind which the **County** or the **State** may incur, suffer or be required to pay by reason of or in consequence, directly or indirectly, of the fault, failure, omission, or negligence of the **Contractor**, its agents, officers, members, directors, or employees, including any misrepresentations contained in this Agreement or the breach of any warranty made herein, or the failure of the **Contractor** to carry out its duties under this Agreement or otherwise arising out of, or in connection with, directly or indirectly, this Agreement. The **Contractor** shall not be required to indemnify the **County** or the **State** for any damage or loss out of any acts of the **County** or the **State**, their officers or agents.

The **Contractor** shall, at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard worker's compensation insurance, if required by law; general liability insurance (including, without limitation, contractual liability); and professional liability insurance; each with single limits of liability in the amount of \$1,000,000; automobile liability insurance in the amount of \$1,000,000, with a minimum of \$1,000,000 each occurrence, bodily injury and property damage. Proof of same must be provided to the **County** at the time of the execution of this contract as *Appendix D*. If the existing insurance policy or policies expire during the term of this Agreement, the **Contractor** will be required to deliver to the **County** a renewal certificate prior to the expiration date. Failure to deliver the renewal certificate(s) shall be deemed a breach of this Agreement and may result in the immediate termination of this Agreement. The **County** must be named as an "Additionally Insured" as part of the **Contractor's** insurance policy.



If any of the required insurance coverage's contain aggregate limits or apply to other operations of the **Contractor**, outside of those required by this Agreement, the **Contractor** shall provide the **County** with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection which such insurance affords the **County**. The **Contractor** shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

If the **Contractor** self-insures any of the above requirements, a letter specifying the coverage, limits, etc., and the umbrella coverage in force, above the self-insured limits must be submitted to the **County**. Again, the **County** shall be named as an "Additionally Insured".

#### **G. Management Information System**

The **Contractor** agrees, where applicable, to participate in and provide necessary information in support of a comprehensive management information system. It is the responsibility of the **Contractor** to obtain the necessary release of information signed by each individual participating in a program or service licensed by or supported with funds from New York State's Office of Mental Health (OMH), Office of Alcoholism and Substance Abuse Services (OASAS) and/or Office of Persons With Developmental Disabilities (OPWDD) authorizing the **Contractor** to release client specific information to the Oneida County Department of Mental Health. It is expressly understood that the information released to the Oneida County Department of Mental Health will be used pursuant to Mental Hygiene Law Sections 33.13 (c) (12); 33.13 (d); and 41.13.

This information may also be used to assist in the coordination of benefits and program services offered through and by the Oneida County Department of Mental Health and its contract agencies, in conjunction with the Oneida County Department of Social Services and the Oneida County Office of Work Force Development.

The **Contractor** agrees, where applicable, to submit electronic demographic and service reporting data that will address a variety of outcome and quality assurance issues.

All electronic files and data transferred to the Oneida County Department of Mental Health will be maintained with restricted access and in compliance with all rules concerning client confidentiality.

#### **H. Contract Property**

The **County** shall reimburse the **Contractor** for the purchase of all property, i.e. equipment, materials and supplies, which is specified and accounted for in the **Budget**. The **Contractor** shall carry sufficient insurance, with the **County** named as an "Additionally Insured" in an amount sufficient to cover all property acquired by the **Contractor** through purchase under this contract against loss or damage due to negligence, fire, theft, vandalism, malicious mischief, or other cause. This provision shall apply to all property purchased under this Agreement and any previous agreement between the **County** and the **Contractor**. The **County** shall maintain an equitable

interest in all property purchased under this Agreement or any previous agreement between the **County** and the **Contractor**.

The **Contractor** shall, where applicable, provide the **County** with a list (*Appendix E*) identifying all such property, including the year purchased and the cost. This provision shall apply to all property purchased under this Agreement, or any previous agreement between the **County** and the **Contractor**. This list is to be provided to the **County** no later than January 1st of each year covered by this Agreement.

#### **I. Inspection of Books and Records**

The **Contractor** further agrees to make available its plans, facilities, and financial, administrative, and other statistical records for inspection and audit by authorized personnel of the Oneida County Department of Mental Health, the New York State Office of Mental Health (OMH), Office of Alcoholism and Substance Abuse Services (OMH), Office of Persons With Developmental Disabilities (OPWDD) and/or the Oneida County Department of Audit and Control. Such records must be maintained for at least seven (7) years subsequent to the date of final payment hereunder, or until a final audit has been made by the respective New York State agency. All examinations, inspections, audits, and visitations shall, in the absence of an effective waiver by the client(s), be conducted in accordance with the laws governing client confidentiality and privilege and shall be performed on the **Contractor's** premises and, at the discretion of the **County**, in the presence of a **Contractor** representative.

#### **J. Subcontract**

The **Contractor** shall not enter into any agreement with any third party for the provision of **Services** without the prior written approval of the **County** nor assign the within contract without the prior written approval of the **County**. This provision does not prohibit the **Contractor** from entering into employment contracts or contracts for the acquisition of goods or the provision of services which are ancillary to the main purpose of this Agreement and are not directly related to the provision of contracted services. Such approval shall be granted or withheld at the sole discretion of the **County**.

#### **K. Regulatory Compliance**

The **Contractor** 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 **Contractor** that agencies and departments of New York State other than OMH, OASAS and OPWDD may promulgate these rules and regulations.

Pursuant to Oneida County Board of Legislators Resolution No. 249, the **Contractor** must provide proof that wastes and recyclables generated in Oneida County by the **Contractor** or a subcontractor shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Management Authority. Compliance with this requirement will become *Appendix C* of this Agreement to be known as Resolution 249 Compliance.

*Appendix C* must include a list of all Oneida County locations at which services will be provided. This list is to include all services provided by the contracting organization or **Contractor** notwithstanding their respective delineation in Appendix A of this Agreement. Furthermore, *Appendix C* must include a photocopy of an agreement between the contracting organizations or **Contractor** and a waste hauler specifying the locations covered by that agreement and certification from the Oneida-Herkimer Solid Waste Management Authority that the waste hauler delivers their waste to the Oneida-Herkimer Solid Waste Management Authority facilities. The **Contractor** pursuant to this Agreement must provide compliance with this section of the Agreement to the **County** prior to the final execution of this Agreement and provision of services.

As previously noted, the **Contractor** shall comply, where applicable, with the Health Insurance Portability and Accountability Act of 1996 (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 (PHI) exchanged between the **Contractor** and the provider individual or agency. As proof of compliance with 45 CFR 160 through 164, the **Contractor** shall append to this Agreement, where applicable, a copy of its updated Policy and Procedures Manual that addresses HIPAA compliance issues (*Appendix F*).

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

The **Contractor** further 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.

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

The **Contractor** shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV-related illness.

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

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

*“This information has been disclosed to you from confidential records which are protected by New York 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.”*

#### IV. MISCELLANEOUS PROVISIONS

##### A. Additional Appendices

Annexed hereto and made a part hereof as Appendices G/H/I/J/K/L/M/N are additional terms, covenants and conditions which the respective parties agree to be bound by and follow, where applicable, as part of the within Agreement. Unless otherwise indicated, such information should be submitted to the Department of Mental Health no later than the last business day in October of each year covered by this Agreement.

##### **Appendix G – Disclosure Statements**

Certifications regarding lobbying; debarment, suspension and other responsibility matters; and drug-free workplace requirements.

##### **Appendix H – Disaster Response Plan**

The **Contractor** shall submit a copy of its Disaster Response Plan. In addition, the **Contractor** shall participate in the development of an Oneida County plan to respond to man-made or natural disasters. The **Contractor** shall also provide staff as requested by the Oneida County Commissioner of Mental Health to assist in the response to any and all such disasters. It will be the responsibility of the County to assist in the training of all appropriate staff called to respond.

##### **Appendix I – Accounting System & Financial Capability Questionnaire**

##### **Appendix J – Corporate Compliance Plan**

The **Contractor** shall provide a copy of its Corporate Compliance Plan, which reflects efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations. This document should minimally include the following standards and procedures:

- Overall compliance program oversight;
- Standards and methods for delegating authority;

- Employee training programs;
- Monitoring and auditing systems;
- Enforcement and disciplinary actions; and
- Mechanisms for responding to problems and taking corrective action

#### **Appendix K – Organizational Chart**

The **Contractor** shall provide a copy of its Organizational Chart.

#### **Appendix L – Service Utilization**

Using the template provided, the **Contractor** shall provide the following information for each contract service/program on a quarterly basis and annually for each year covered by this Agreement:

- Total Number of Persons Served (Unduplicated)
- Total Number of Service Units  
What is meant by a “Unit of Service” should be clearly defined relative to the agency’s CFR.
- Cost Per Person Served  
Please note whether this expense is a Gross, Net or Average calculation.

#### **Appendix M – Performance Measurement**

Using the template provided, the **Contractor** shall provide its Performance Measurement Plan particular to each contract service/program. Incorporate any relevant performance measurement activities; including specific indicators and data collection methods, developed or expected to be developed during the period in question (please specify year). This information should be submitted to the Department of Mental Health on a quarterly basis and annually for each year covered by this Agreement.

#### **Appendix N – Miscellaneous/Other**

##### **B. Cooperation and Coordination with the Coordinated Children’s Services Initiative (CCSI)**

The **Contractor** agrees, where applicable, to provide any and all services, authorized by this Agreement or other licensed or certification, to children and families involved in the Oneida County CCSI Program. The **Contractor** further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Department of Mental Health will be handled in a safe and confidential manner. It is also expressly understood that the **Contractor** is responsible for obtaining a signed release of information from the individual to facilitate this level of communication.

### C. Cooperation with local Shelter Plus Care (SPC) Program Sponsor

The **Contractor** agrees, where applicable, to cooperate and enter into appropriate Business Associate and Chain of Trust Agreements with the local, designated sponsor of the Shelter Plus Care Program. The purpose of these Agreements will be to facilitate the development and operationalization of an appropriate service plan for individuals involved in the Shelter Plus Care Program. These Agreements will also allow for the local sponsor to gather the necessary information to document the required local match as required by the Federal Department of Housing and Urban Development (HUD).

## V. TERMINATION OF AGREEMENT

Either party may terminate this Agreement by giving thirty (30) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the **Contractor** fails to comply with legal, professional, County or State requirements for the provision of **Services** or with provisions of this Agreement, or if the **Contractor** becomes bankrupt or insolvent or falsifies its records or reports or misuses its funds from whatever source, 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 **Contractor**.

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 **Contractor** prior to termination of this Agreement that are pursuant to, and after the **Contractor's** compliance with the terms and conditions herein.

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. A copy of such notice shall also be sent to the appropriate New York State Office.

If any term or provision of the Agreement shall be found to be illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement. The laws of the State of New York, except where the Federal supremacy clause requires otherwise, shall govern this contract. Venue shall lie within the State of New York.

VI.

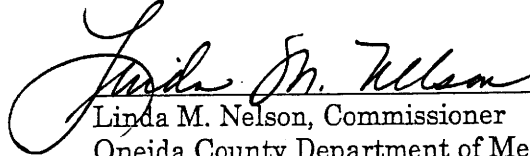
THIS INSTRUMENT EXPRESSED ENTIRE AGREEMENT

It is expressly understood that this instrument represents the entire Agreement of the parties hereto; that all previous understandings are merged herein; and that no modifications shall be valid unless written and both parties thereof shall execute evidence.

COUNTY BY:

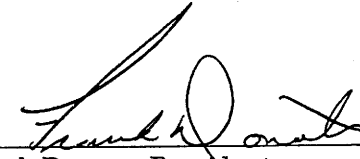
\_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

\_\_\_\_\_  
Date

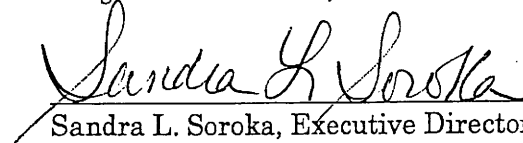
  
\_\_\_\_\_  
Linda M. Nelson, Commissioner  
Oneida County Department of Mental Health

11/29/10  
Date

CONTRACTOR BY:

  
\_\_\_\_\_  
Frank Donato, President  
Board of Directors  
Neighborhood Center, Inc.

10/28/10  
Date

  
\_\_\_\_\_  
Sandra L. Soroka, Executive Director  
Neighborhood Center, Inc.

10/28/10  
Date

Approved as to form only:  
Oneida County Attorney

By: \_\_\_\_\_

Date: \_\_\_\_\_



Anthony J. Picente Jr. County Executive

Linda M. Nelson, Commissioner

Oneida County  
**dmm**  
Department of Mental Health  
235 Elizabeth Street  
Utica, New York 13501

Phone: (315) 798-5903  
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Web site: www.ocgov.net

FN 20 11 - 07

December 16, 2010

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

**PUBLIC HEALTH**

**WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
DEC 20 11:22

Dear Mr. Picente:

I am forwarding six (6) copies of a Purchase of Service Agreement between the Oneida County Department of Mental Health and The Mohawk Valley Council on Alcoholism and Addictions, Inc. for your review and signature

Under the terms and conditions of this Agreement, The Mohawk Valley Council on Alcoholism and Addictions, Inc. will provide Prevention and Education services in the areas of alcohol and drug abuse. They also provide information and referral services to those with addiction problems and their family members.

The amount of this Agreement is \$99,265.00. **No Oneida County tax dollars are associated with this Agreement.**

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,

*Linda M. Nelson*  
Linda M. Nelson  
Commissioner

LMN/ldr  
Encs.

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

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

Date 12/23/10



**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**CONTRACT SUMMARY**

**Name of Proposing Individual/Organization:** Mohawk Valley Council on Alcoholism and Addictions, Inc.

**Title of Proposed Service/Program:** Dual Recovery/MICA Training (OMH)  
Alcohol Prevention and Education (OASAS)

**Proposed Dates of Operation:** January 1, 2011 through December 31, 2013

**Client Population/Number to be Served:** Persons suffering from alcoholism and other drug dependency, and their families.

**Summary Statements:**

**I. Narrative Description of Service/Program:**

The Mohawk Valley Council on Alcoholism and Addictions (MVCA/A) is responsible for acting as an advocate for the above population, for offering objective information and referral services for those seeking intervention and treatment services, and for providing education to children and their addicted parents. The Council connects individuals to all 12 step-meeting groups as well as mental health and substance abuse treatment providers. In addition to membership, the following programs and activities are provided:

**Drinking Driver Program:** This is a Department of Motor Vehicles approved program that offers education and rehabilitation for individuals convicted of DWUI/DWI. Participants are helped to examine their arrest experience and the social, medical, legal, and driver safety problems caused by alcohol and other drug abuse. On average, 400-500 individuals are served each year. The evidence-based curriculum "Prime for Life" will be implemented as of April, 2011.

**Employee Assistance Program:** Offers professional guidance to employees and family members when personal or work-related problems become difficult to manage alone. This is a brief counseling/intervention/referral program, which serves 51 agencies and approximately 17,000 employees throughout Oneida & Herkimer Counties, averaging 53 individual and family contacts per month.

**Mohawk Valley Community College:** Provides education, intervention and/or referral services for the MVCC student population covering several semesters. Supervision and professional development mentorship are also provided to student interns enrolled in MVCC's Chemical Dependency Program.

**Direct Council calls:** On a daily basis, MVCA/A receives requests for assistance from persons suffering from addiction/mental health illnesses, and family members, seeking a referral source.

**Prevention Resource Center:** Provides technical assistance to current and new community coalitions; assesses needs and strengths of each coalition; provides resources to coalitions to effectively implement evidence-based practices. Insight House, Rome Community Recovery Center, McPike Addictions Treatment Center, Addictions Crisis Center, Milestones, Community Health and Behavioral Services and Mental Health Connections are the primary community-based services utilized to foster networking and integrative services.

**School and Community-Based Prevention Programs:** Designed to minimize youth conduct problems by reducing at-risk behaviors and increasing protective factors. Evidence-based content (e.g. Life Skills Training for ages 7-18 & Second Step Program for ages 4-12) is delivered via a continuum of networking among various afterschool, in school and summer programs, school districts and colleges throughout the local community.

**Dual Recovery/MICA Training Program:** The purpose of the Dual Recovery Training Program is to provide quality training opportunities that support the capacity of local providers to respond effectively to the needs of individuals with co-occurring mental illness and substance abuse (MICA) disorders. The Council manages associated training funds and provides program coordination with the assistance of the coalition (Dual Recovery Coordinating Council) that is comprised of key representatives from the community and agencies including, but not limited, to: Catholic Charities, Upstate Cerebral Palsy (Dual Recovery Homeless Network), Professional Counseling Center, Insight House, Conifer Park, Tully Hill, Oneida County Department of Mental Health, McPike ATC, Mohawk Valley Psychiatric Center and Central NY Services.

Other Council services include:

- A full-service website that provides updated information about drug and alcohol abuse and links to various resources for use by individuals, families, schools and employers
- A free video and print lending library
- Public speaking engagements
- Community Health Fair participation
- Community awareness forums to promote, for example, Recovery Month
- Professional development training programs certified by NYS OASAS
- Confidential referrals to treatment, AA and other self-help support groups
- College programming and coordination of prevention efforts
- Media awareness campaigns

## II. **Service/Program Objectives and Outcomes:**

Incorporated in 1967, The Mohawk Valley Council on Alcoholism and Addictions is grass roots, not-for-profit organization providing information and assistance on alcohol and drug abuse. The Council's mission is to *serve as a community resource to increase awareness of alcoholism and other addictions and as a referral service to facilitate recovery.*

Anticipated performance measures for 2011 include:

Information & Referral → Safety

- Increase information/referral and website services by 200 people
- Complete an annual Community Satisfaction Survey
- Add 2 new schools to in-school Second Step Program
- Demonstrate increased knowledge from pre-test to post-test by 85% of student participants

Non-Model Programs → Safety

- Complete 4 non-model programs focusing on alcohol and other drug prevention
- Demonstrate increased knowledge from pre-test to post-test by 85% of student participants

Speaking Engagements → Safety

- Provide 12 presentations to educate the public about alcohol and other drugs
- Service 700 persons through these forums

Drug Quiz Show → Safety

- Expand participation by recruiting at least 1 new school
- Involve at least 5 schools total

Coalitions/Community Partnerships → Safety

- Add 3 new coalitions bringing overall total to 9

Dual Recovery Training Program → Safety

- Sponsor 9 total trainings affecting at least 400 persons
- Achieve completed pre/post testing and program evaluation at 90% of trainings offered
- Demonstrate increased knowledge from pre-test to post-test by 90% of participants

**III. Service/Program Design and Staffing:**

Dual Recovery Training funds are provided by the NYS Office of Mental Health (OMH). MVCA/A is certified by the New York State Office of Alcoholism and Substance Abuse Services (OASAS) and is affiliated with the National Council on Alcoholism and Drug Dependency (NCADD). All school-based curriculums are best practices approved by OASAS as recommended by the federal Substance Abuse and Mental Health Services Administration (SAMHSA). In addition, the agency is a participating member of the United Way of Greater Utica.

**Total Funding Requested:**

**Account #:** A4310.49521

Gross Budget	\$99,265.00
Revenues (All Sources)	0
Net Amount	\$99,265.00
Federal Funds	0
State Funds	
OMH	\$19,638.00
OPWDD	0
OASAS	\$79,627.00
County Funds	0
Other	0

**Oneida County Department Funding Recommendation(s):**

It is recommended that the full amount of \$99,265.00 be approved for 2011. Contract amounts for 2012 and 2013, respectively, will be determined based upon State Aid allocation.

**Service Units: (YTD 3rd Quarter 2010)**

SERVICE/PROGRAM	TOTAL NO. OF PERSONS SERVED (UNDUPLICATED)	TOTAL NO. OF SERVICE UNITS	DEFINITION OF SERVICE UNIT	COST PER PERSON SERVED	COMMENTS
I & R	2,848 (up from 2,077 in 2009)	Phone calls – 381 Website hits – 2,174	Incoming phone call, website hit	\$5.00 avg.	Continual promotion

SERVICE/ PROGRAM	TOTAL NO. OF PERSONS SERVED (UNDUPLICATED)	TOTAL NO. OF SERVICE UNITS	DEFINITION OF SERVICE UNIT	COST PER PERSON SERVED	COMMENTS
Outreach & Media	580,000	TV airings – 35 Radio airings – 277 Newspaper mentions – 11 Other media – 13	Agency mention in local media (TV, radio, print)	0	Increased visibility sought
Evidence-Based Programs	Students – 175 (up from 66 in 2009) EBP = 50% (OASAS requirement is 11%)	Programs completed – 8 (up from 5 in 2009) Sessions – 72	Completed or current program/ session	\$8.00 - \$10.00 avg.	Expansion underway
Non-Model Programs	Students – 83 Participant satisfaction = 100% Pre/post knowledge increase = 100%	Programs completed – 4 Sessions – 23	Completed or current program/ session	\$6.00-\$7.00 avg.	“Leader of the Pack” program educates students about dangers of tobacco use
MVCC	3,411 (on track from 3,679 in 2009)	Events – 29	Education session, planning meeting	\$ 7.00 avg.	MVCC partnership
Speaking Engagement	1,193 persons (up from 693 in 2009)	Events – 23 (up from 8 in 2009)	Education session	\$5.00-\$6.00 avg.	Ongoing public education
Drug Quiz Show	100 persons (on track with 2009)	Events – 1	Event held 3/18/10	\$7.00 avg.	School partnership
Underage Drinking	377	Events – 16	Collaboration mtg, educational event	\$5.00-\$6.00 avg.	Continued efforts
Health Fairs	1,950 persons (up from 1,340 in 2009)	Events – 5 (on track with 7 events in 2009)	Health Fair held	\$5.00-\$6.00 avg.	Ongoing public education
Coalitions/ Community Partnerships	1,034 persons	Meetings – 108 (up from 37 in 2009)	Meeting, conference call	\$5.00-\$6.00 avg.	Agency commitment continues
Dual Recovery Training	363 (on track with 542 in 2009)	Trainings – 8 (up from 6 in 2009)	Training program	Varies	Focus on EBPs to enhance professional skills in community

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

State Aid only \$99,265.00

**Cost Per Client Served:** See above.

**Past Performance Data:** For over 40 years, the Mohawk Valley Council on Alcoholism and Addictions has been this area’s main resource for information about alcoholism and other addictions. This agency continues to grow and increase their capacity to become more responsive to community needs and accountable to the Department of Mental Health.

**Oneida County Department Staff Comments:** MVCA/A continues to serve as an unbiased referral source of information to the complex system of help available to citizens of Oneida County. Since the agency does not provide treatment services directly, it is able to offer any and all available options to an individual or family affording them a choice of care.

It should be noted that, effective January 1, 2011, The Mohawk Valley Council on Alcoholism/ Addictions will be merging with Family Services to create a new agency known as The Center for Family Life and Recovery.



Anthony J. Picente Jr. County Executive

Linda M. Nelson, *Commissioner*

Oneida  
County  
**dmh**  
Department of Mental Health  
235 Elizabeth Street  
Utica, New York 13501

Phone: (315) 798-5903  
Fax: (315) 798-6445  
E-mail: mentalhealth@ocgov.net  
Web site: www.ocgov.net

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Oneida County Department: Mental Health

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

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It should be noted that, effective January 1, 2011, The Mohawk Valley Council on Alcoholism/ Addictions will be merging with Family Services to create a new agency known as The Center for Family Life and Recovery.

## AGREEMENT

This Agreement made by and between the County of Oneida, a municipal corporation with its principal offices located at 800 Park Avenue, Utica, New York (hereinafter referred to as the "County"), through its Department of Mental Health which is based in Utica, New York, and Mohawk Valley Council on Alcoholism and Addictions (hereinafter referred to as the "Contractor"), which is incorporated under the New York State Not-For-Profit Corporation Law and having its principal office located at 502 Court Street, Suite 401, Utica, NY 13502.

### 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 County defines this entire set of Agreements that make-up the comprehensive and integrated system of community mental health services as an organized health care arrangement and, as such, each Contractor upon final execution of this Agreement shall identify themselves as a member participant of the Oneida County Community Mental Health Network in and on all appropriate circumstances and materials; and

**WHEREAS**, the Contractor is a Not-For-Profit Corporation established for the purpose, among others, of furnishing community mental hygiene services and is authorized to furnish such services to the County, and

**WHEREAS**, the parties hereto desire to make available to the County the Community Mental Health Services and related Programs (hereinafter referred to as the "Services") authorized by the Community Mental Health Services Act as set forth in Article 41 of the Mental Hygiene Law of the State of New York, and

**WHEREAS**, the Contractor is desirous within its corporate powers to provide the Services described by program type in the Consolidated Budget Report (CBR) attached hereto as *Appendix A* and made a part hereof (hereinafter referred to as the "Budget") and the Service/Program Narrative attached hereto as *Appendix B* and made a part hereof (hereinafter referred to as the "Narrative").

**NOW, THEREFORE**, it is mutually agreed between the parties as follows:

#### **I. TERM OF AGREEMENT**

The term of this three (3)-year agreement shall commence January 1, 2011 and shall conclude December 31, 2013. It is expressly understood that this Agreement may be amended at any time during this period to reflect new programmatic or fiscal constraints.

## II. SCOPE OF SERVICE

### A. General

The **Contractor**, at its own expense and charge for the consideration provided, agrees to furnish adequate, qualified and trained personnel, together with required office space and equipment, and to furnish and render the **County**, the **Services** outlined in *Appendix B*. The specific services are detailed by the program category specified in the **Budget**. All services will be provided, and all programs operated, in accordance with the appropriate rules and regulations as promulgated by the Department of State and published in Volume 14, Parts A, B and C of the Codes, Rules and Regulations of the State of New York, which regulate said service. The **Contractor** must demonstrate such compliance, where applicable, by attaching the current Operating Certificates as required by the **Narrative**, Section IIA.

The **Contractor** agrees, where applicable, to provide any and all **Services**, authorized by this Agreement or other license or certification, to individuals involved in the New York State Office of Mental Health (OMH) Assisted Outpatient Treatment (AOT) Program. This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The **Contractor** further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Department of Mental Health will be handled in a safe and confidential manner.

For the purposes of this Agreement, the **Contractor** shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status. The **Contractor** shall neither hold itself out as nor claim to be an officer or employee of the **County**, and the agents of the **Contractor** shall neither hold themselves out as nor claim to be officers or employees of the **County** and shall make no claim for nor shall be entitled to, workman's compensation coverage, medical, unemployment, social security or retirement membership benefits from the **County**.

### B. Levels of Service

The **Contractor** agrees to deliver the services in accordance with the number of units, services and programs as specified in the attached **Budget**. No reduction in level of services shall be permitted if such a reduction alters the basic nature or adversely affects the quality of services. If the **Contractor** is delivering services at a rate which in the judgment of the **County** will result in a level of services below that agreed upon, the **County** may, after notifying the **Contractor** in writing, request that the rate of service be increased in general or by a specified amount up to the level agreed upon.

### C. Case Records: Confidentiality and HIPAA Communications

Where applicable, the **Contractor** shall maintain individual case records for each client participating in the **Services** as may be required under the rules and regulations promulgated by New York State. All case records, summaries, statistics, other records and reports shall be maintained and/or submitted in a manner satisfactory

to the County Department of Mental Health and appropriate State agency. The case records for each client receiving the **Services** provided pursuant to this Agreement shall be kept and maintained in a confidential manner in compliance with 42 CFR Part 2, and all of the laws, regulations and guidelines of the Federal, State and Local governments and their agencies.

Copies of individual treatment records or evaluations shall be transferred to physicians, licensed psychologists, certified social workers, and other providers of mental hygiene services or other health care staff, who are involved in caring for, treating or rehabilitating the clients only upon the informed consent of the client. Any information transferred to another provider should be kept confidential and used solely for the benefit of the client by the receiving individual or agency. When releasing this information, the **Contractor** shall comply with the Health Insurance Portability and Accountability Act of 1996 (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 (PHI) exchanged between the **Contractor** and the receiving individual or agency.

At the expiration of this Agreement, and in the event that no successor agreements are entered into, all plans and programs for providing treatment services, all educational plans, programs and materials, all clinical and program records, and all program evaluation materials shall become the property of the Oneida County Department of Mental Health. The **Contractor's** obligation to perform as provided in this section continues beyond the termination of this Agreement.

#### **D. Participation in County Planning Process**

The **Contractor** 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 **Contractor**; submission of planning reports and CON applications and/or Prior Approval and Review (PAR) applications to the **County** prior to submission to the **State**; attendance and cooperation with various ad hoc work groups of the subcommittee; submission of various demographic reports on **Services** in addition to LS3 of LS2C data as may be requested by a subcommittee and/or workgroup; and submission of preliminary budget and program data to the **County** through the Department of Mental Health in a timely manner for inclusion in planning documents.

#### **E. Participation in County Single Point of Access and Accountability (SPOA/A) Processes; Admission and Termination Committee; MICA Network Committee; Mental Health and Drug Court Planning Committees**

The **Contractor** shall participate, where applicable, in all of the appropriate Oneida County Single Point of Access and Accountability (SPOA/A) Processes; and/or Admission and Termination Committee; and/or MICA Network Committee; and/or Mental Health and Drug Court Planning Committees. It is expressly understood that these processes and committees share HIPAA defined Protected Health Information

(PHI) or Individually Identified Health Information (IIHI). This required **Contractor** participation is covered under the auspices of the Oneida County Community Mental Health Network as a member participant of an organized health care arrangement. Under this arrangement, the **Contractor** shall inform all program participants of their participation in this network and the processes and/or committees listed above.

In all circumstances where it is clinically appropriate, the **Contractor** shall obtain a signed authorization and acknowledgement from the individual program participant to have his/her PHI or IIHI presented as necessary.

It is expressly understood that every attempt will be made to "de-identify" all PHI or IIHI prior to any and all meetings; however, there may be circumstances under which PHI and/or IIHI must be exchanged to fulfill the **County's** oversight and monitoring rights and responsibilities under HIPAA and New York State Mental Hygiene Law.

Where applicable, the **Contractor** agrees to take all necessary and appropriate actions to assure compliance with all confidentiality and HIPAA laws and regulations in safeguarding the PHI and/or IIHI obtained as a result of their participation in the Oneida County Community Mental Health Network and all of its committees and processes.

If the **Contractor** is part of the Children and Youth SPOA/A committee and process, the **Contractor** agrees to submit a completed Children and Youth Data set and a completed Child and Adolescent Needs Survey (CANS) as required by the Commissioner of the Department of Mental Health and/or his/her designee in a timeframe established by the Department of Mental Health.

If the **Contractor** is part of the Adult SPOA/A committee and process, the **Contractor** agrees to submit all required PHI or IIHI as required by the Commissioner of the Department of Mental Health and/or his/her designee in a timeframe established by the Department of Mental Health.

It is expressly understood that the Department of Mental Health and the **Contractor** will enter into all necessary Chain of Trust, Business Associate and/or Trading Partners Agreements as may be necessary and appropriate to assure reasonable compliance with Federal HIPAA regulations and New York State Mental Hygiene Law.

### III. BUDGET AND ADMINISTRATIVE REPORTING REQUIREMENTS

#### A. **Budget and Total Amount of Agreement**

The **Contractor** expressly represents and agrees that the **Budget** for the services and programs attached hereto and made a part hereof, lists personnel and all other estimated costs of service, estimated revenue, and units of service to be rendered by the **Contractor** under this Agreement, and shall not exceed the total Approved Net Operating Cost.

## **B. Budget Revisions**

In the event that New York State modifies the budget instructions/format during the course of this contract period, the **Contractor** shall submit a revised budget within a time frame established by the **County**.

The **County** shall review and consider any request by the **Contractor** to revise the **Budget** submitted to the **County** no later than thirty (30) days after the expiration of this Agreement. The Oneida County Department of Mental Health, in its sole discretion, may approve such a request, provided that the total payment is not increased. Upon approval, the **Budget** as revised shall, for purposes of this Agreement, replace the **Budget** previously appended and made a part hereof.

## **C. Contractor, County and State Share of Net Budget Costs**

The **Contractor** agrees to provide up to the amount, if any, identified as the Voluntary Contribution share of the Approved Net Operating Cost specified in *Appendix A* of this Agreement. Such shares shall consist of voluntary contributions or endowments from non-state or federal sources and shall not be obtained from fees or other reimbursement received for services rendered pursuant to this Agreement.

In full consideration of the services to be rendered by the **Contractor**, the **County** agrees to provide the **Contractor** with an amount not to exceed the total **County** share indicated in *Appendix A* attached hereto which represents the **County** funds available to partially or completely finance the **Contractor's** Approved Net Operating Cost.

The **County** further agrees to provide the **Contractor** with an amount not to exceed the total State Aid share indicated in the **Budget** attached hereto which represents the State funds available to partially or completely finance the **Contractor's** Approved Net Operating Cost.

In the event that the **State** or **County** approves a funding amount below that contained in the **Budget**, the **Contractor**, at the request of the Oneida County Commissioner of Mental Health, 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 costs not approved for reimbursement by the **State**. Should any expenses be disapproved in a post-audit by the State of New York, the **Contractor** shall submit a check payable to the **County** equal to the amount of any disallowance already paid to the **Contractor** by the **County** within ninety (90) days of notification. This provision shall apply to this Agreement and all previous Agreements between the **County** and the **Contractor**.

In the event that the **State** approves a funding amount above that contained in *Appendix A*, the **County** shall notify the **Contractor** as soon as practical. The **Contractor** shall submit a revised *Appendix A* and *Appendix B* that reflects the funding modifications and resultant program adjustments to the Department of Mental Health as an Amendment to this Agreement. The **County**, upon the approval of the Board of

Legislators and County Executive, shall make all the necessary adjustments in the advanced payments to the **Contractor** in order to facilitate the initial start up and operation of the program or service.

In the event that the **Contractor's** final net deficit total is less than that contained in the attached **Budget**, the **Contractor's** contribution will be proportionate to that cost as contained in the attached **Budget**. Should the **Contractor** exceed the approved net operating cost, the **Contractor** will display any excess deficit above authorized state and/or county funding on the non-funded line of DMH 2.2. It is expressly understood that this amount is the responsibility of the **Contractor**. It is expressly understood and agreed that the "Gross Expenditures," "Estimated Revenues" and "Net Operating" amounts specified in the **Budget** may be increased or decreased only with the written consent of the **County**.

#### **D. Claims, Reports and Payments**

The **County** will make State aid payments either monthly or quarterly, to be determined by the manner in which New York State advances funding to the **County**. **County** share of payments will be provided subsequent to services rendered and upon review of voucher receipt from **Contractor**. A minimum initial payment of at least one-twelfth of the approved State allocation will be provided upon final execution of this Agreement, or January 1, of each year covered by this Agreement, which ever occurs last, based upon the submission of a voucher by the **Contractor** requesting payment.

All remaining State aid payments will be made on or about the 1<sup>st</sup> day of each month up to and until such time New York State advances funding to the **County** on a quarterly basis. At this time, these payments will be made on or about the 1<sup>st</sup> day of each quarter based upon submission of a voucher by the **Contractor** requesting payment. Payments made monthly for the last quarter will equal the full amount due the **Contractor** less any previous payments made to the **Contractor** under this Agreement. Final reconciliation of the third and fourth quarters of the contract period will be based upon submission of the required Consolidated Fiscal Report (CFR).

In the event that additional funding becomes available during the term of this Agreement, the **Contractor** must submit a revised *Appendix A* and *Appendix B* as required under Section III paragraph C above. Upon completion and submission of these requirements and approval by the Oneida County Board of Legislators, the **County** will issue an interim payment to the **Contractor** equal to the retroactive proportion of payments due to the **Contractor**.

The **Contractor** is required, where applicable, to submit to the **County** a semi-annual Consolidated Quarterly Fiscal Report (CQFR) within thirty (30) days after the end of the second quarter for each year covered by this Agreement. The Consolidated Fiscal Report (CFR) will serve as the required financial report for the fourth quarter advance and will be due based on deadlines imposed by New York State and outlined in CFR memorandums.

The **Contractor** shall submit a final expenditure report known as the Consolidated Fiscal Report (CFR) in a manner and within the timeframes established by the Oneida County Commissioner of Mental Health and the New York State Inter-Office

Coordinating Council. It is expressly understood that each New York State Department of Mental Hygiene agency can and may establish their own fiscal reporting rules and formats and that the **Contractor** assumes responsibility for compliance with these requirements.

If for any reason whatsoever, the **Contractor** shall spend an amount that is less than the amount specified in the attached **Budget** during the term of this Agreement, for the purposes set forth herein, the total **County** payment of county and state shares specified herein shall be reduced to the amount of approved actual **Contractor** expenditures made for such purposes as reported on the CFR.

Any and all county payments to the **Contractor** shall be subjected to off set by the amount of any previously identified as a "Sum Subject to Recapture". Any "Sum Subject to Recapture" made to the **Contractor** under any predecessor Agreement shall be an offset against the Total County Payment to **Contractor** under this Agreement. The amount of recapture shall be reflected in a reduction of the payments to **Contractor**.

Please note that the obligations of the parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the **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 such termination.

#### **E. Annual Report, Financial and Management Audit**

##### **1. Annual Audit and Reports**

The **Contractor** shall submit two (2) copies of its annual financial audit and corresponding Management Letter to the Oneida County Department of Mental Health no later than June 1st, of the following year for each year covered by this Agreement.

The **Contractor** shall submit only two (2) copies of its completed Annual Report, including any Financial Statement(s), on or before April 30<sup>th</sup>, of the following year for each year covered by this Agreement.

The **Contractor** shall submit a final summary copy of the data requested in Section XXII below in addition to a copy of **Contractor's** final quality assurance report which address the recommended changes in operation or funding of the program or services offered by the **Contractor**.

##### **2. Compliance with Federal Single Audit Act**

If the **Contractor** is scheduled to receive Federal funds in excess of \$300,000 or more in a year in federal funds, exclusive of Medicaid and Medicare, the



**Contractor** shall cause to have a single audit conducted in accordance with OMB Circular A-133. If the receipt of these Federal funds is through the State Aid Funding Authorization process, the Oneida County Department of Mental Health will notify the **Contractor** of the award and the necessary CFDA numbers. Upon receipt of this notification of federal funding, the **Contractor** shall comply with all requirements stated in OMB Circular A-133, OMB Circular A-110, the A-102 Common Rule and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the single Audit Act Amendments of 1996.

The **Contractor** shall submit two copies of the Single Audit Report and all other related documents generated as part of the scope of the Single Audit Report to the Oneida County Department of Mental Health no later than September 15th of each year covered by this Agreement.

Should the **Contractor** expend less than \$300,000 a year in federal funds, exclusive of Medicaid and Medicare, the **Contractor** shall retain all documents related to the federal programs for three (3) years, and make such documents available for a subsequent audit as requested by Oneida County or the State of New York.

#### F. Indemnification and Insurance

Notwithstanding the limits of any policy of insurance provided by the **Contractor** pursuant to this Agreement, the **Contractor** further covenants and agrees to indemnify, defend and hold harmless the **County** and the **State**, its officers, agents and employees, from and against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind which the **County** or the **State** may incur, suffer or be required to pay by reason of or in consequence, directly or indirectly, of the fault, failure, omission, or negligence of the **Contractor**, its agents, officers, members, directors, or employees, including any misrepresentations contained in this Agreement or the breach of any warranty made herein, or the failure of the **Contractor** to carry out its duties under this Agreement or otherwise arising out of, or in connection with, directly or indirectly, this Agreement. The **Contractor** shall not be required to indemnify the **County** or the **State** for any damage or loss out of any acts of the **County** or the **State**, their officers or agents.

The **Contractor** shall, at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard worker's compensation insurance, if required by law; general liability insurance (including, without limitation, contractual liability); and professional liability insurance; each with single limits of liability in the amount of \$1,000,000; automobile liability insurance in the amount of \$1,000,000, with a minimum of \$1,000,000 each occurrence, bodily injury and property damage. Proof of same must be provided to the **County** at the time of the execution of this contract as *Appendix D*. If the existing insurance policy or policies expire during the term of this Agreement, the **Contractor** will be required to deliver to the **County** a renewal certificate prior to the expiration date. Failure to deliver the renewal certificate(s) shall be deemed a breach of this Agreement and may result in the immediate termination of this Agreement. The **County** must be named as an "Additionally Insured" as part of the **Contractor's** insurance policy.

If any of the required insurance coverage's contain aggregate limits or apply to other operations of the **Contractor**, outside of those required by this Agreement, the **Contractor** shall provide the **County** with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection which such insurance affords the **County**. The **Contractor** shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

If the **Contractor** self-insures any of the above requirements, a letter specifying the coverage, limits, etc., and the umbrella coverage in force, above the self-insured limits must be submitted to the **County**. Again, the **County** shall be named as an "Additionally Insured".

#### **G. Management Information System**

The **Contractor** agrees, where applicable, to participate in and provide necessary information in support of a comprehensive management information system. It is the responsibility of the **Contractor** to obtain the necessary release of information signed by each individual participating in a program or service licensed by or supported with funds from New York State's Office of Mental Health (OMH), Office of Alcoholism and Substance Abuse Services (OASAS) and/or Office of Persons With Developmental Disabilities (OPWDD) authorizing the **Contractor** to release client specific information to the Oneida County Department of Mental Health. It is expressly understood that the information released to the Oneida County Department of Mental Health will be used pursuant to Mental Hygiene Law Sections 33.13 (c) (12); 33.13 (d); and 41.13.

This information may also be used to assist in the coordination of benefits and program services offered through and by the Oneida County Department of Mental Health and its contract agencies, in conjunction with the Oneida County Department of Social Services and the Oneida County Office of Work Force Development.

The **Contractor** agrees, where applicable, to submit electronic demographic and service reporting data that will address a variety of outcome and quality assurance issues.

All electronic files and data transferred to the Oneida County Department of Mental Health will be maintained with restricted access and in compliance with all rules concerning client confidentiality.

#### **H. Contract Property**

The **County** shall reimburse the **Contractor** for the purchase of all property, i.e. equipment, materials and supplies, which is specified and accounted for in the **Budget**. The **Contractor** shall carry sufficient insurance, with the **County** named as an "Additionally Insured" in an amount sufficient to cover all property acquired by the **Contractor** through purchase under this contract against loss or damage due to negligence, fire, theft, vandalism, malicious mischief, or other cause. This provision shall apply to all property purchased under this Agreement and any previous agreement between the **County** and the **Contractor**. The **County** shall maintain an equitable

interest in all property purchased under this Agreement or any previous agreement between the **County** and the **Contractor**.

The **Contractor** shall, where applicable, provide the **County** with a list (*Appendix E*) identifying all such property, including the year purchased and the cost. This provision shall apply to all property purchased under this Agreement, or any previous agreement between the **County** and the **Contractor**. This list is to be provided to the **County** no later than January 1st of each year covered by this Agreement.

#### **I. Inspection of Books and Records**

The **Contractor** further agrees to make available its plans, facilities, and financial, administrative, and other statistical records for inspection and audit by authorized personnel of the Oneida County Department of Mental Health, the New York State Office of Mental Health (OMH), Office of Alcoholism and Substance Abuse Services (OMH), Office of Persons With Developmental Disabilities (OPWDD) and/or the Oneida County Department of Audit and Control. Such records must be maintained for at least seven (7) years subsequent to the date of final payment hereunder, or until a final audit has been made by the respective New York State agency. All examinations, inspections, audits, and visitations shall, in the absence of an effective waiver by the client(s), be conducted in accordance with the laws governing client confidentiality and privilege and shall be performed on the **Contractor's** premises and, at the discretion of the **County**, in the presence of a **Contractor** representative.

#### **J. Subcontract**

The **Contractor** shall not enter into any agreement with any third party for the provision of **Services** without the prior written approval of the **County** nor assign the within contract without the prior written approval of the **County**. This provision does not prohibit the **Contractor** from entering into employment contracts or contracts for the acquisition of goods or the provision of services which are ancillary to the main purpose of this Agreement and are not directly related to the provision of contracted services. Such approval shall be granted or withheld at the sole discretion of the **County**.

#### **K. Regulatory Compliance**

The **Contractor** 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 **Contractor** that agencies and departments of New York State other than OMH, OASAS and OPWDD may promulgate these rules and regulations.

Pursuant to Oneida County Board of Legislators Resolution No. 249, the **Contractor** must provide proof that wastes and recyclables generated in Oneida County by the **Contractor** or a subcontractor shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Management Authority. Compliance with this requirement will become *Appendix C* of this Agreement to be known as Resolution 249 Compliance.

*Appendix C* must include a list of all Oneida County locations at which services will be provided. This list is to include all services provided by the contracting organization or **Contractor** notwithstanding their respective delineation in Appendix A of this Agreement. Furthermore, *Appendix C* must include a photocopy of an agreement between the contracting organizations or **Contractor** and a waste hauler specifying the locations covered by that agreement and certification from the Oneida-Herkimer Solid Waste Management Authority that the waste hauler delivers their waste to the Oneida-Herkimer Solid Waste Management Authority facilities. The **Contractor** pursuant to this Agreement must provide compliance with this section of the Agreement to the **County** prior to the final execution of this Agreement and provision of services.

As previously noted, the **Contractor** shall comply, where applicable, with the Health Insurance Portability and Accountability Act of 1996 (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 (PHI) exchanged between the **Contractor** and the provider individual or agency. As proof of compliance with 45 CFR 160 through 164, the **Contractor** shall append to this Agreement, where applicable, a copy of its updated Policy and Procedures Manual that addresses HIPAA compliance issues (*Appendix F*).

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

The **Contractor** further 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.

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

The **Contractor** shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV-related illness.

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

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

*“This information has been disclosed to you from confidential records which are protected by New York 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.”*

#### IV. MISCELLANEOUS PROVISIONS

##### A. Additional Appendices

Annexed hereto and made a part hereof as Appendices G/H/I/J/K/L/M/N are additional terms, covenants and conditions which the respective parties agree to be bound by and follow, where applicable, as part of the within Agreement. Unless otherwise indicated, such information should be submitted to the Department of Mental Health no later than the last business day in October of each year covered by this Agreement.

##### **Appendix G – Disclosure Statements**

Certifications regarding lobbying; debarment, suspension and other responsibility matters; and drug-free workplace requirements.

##### **Appendix H – Disaster Response Plan**

The **Contractor** shall submit a copy of its Disaster Response Plan. In addition, the **Contractor** shall participate in the development of an Oneida County plan to respond to man-made or natural disasters. The **Contractor** shall also provide staff as requested by the Oneida County Commissioner of Mental Health to assist in the response to any and all such disasters. It will be the responsibility of the **County** to assist in the training of all appropriate staff called to respond.

##### **Appendix I – Accounting System & Financial Capability Questionnaire**

##### **Appendix J – Corporate Compliance Plan**

The **Contractor** shall provide a copy of its Corporate Compliance Plan, which reflects efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations. This document should minimally include the following standards and procedures:

- Overall compliance program oversight;
- Standards and methods for delegating authority;

- Employee training programs;
- Monitoring and auditing systems;
- Enforcement and disciplinary actions; and
- Mechanisms for responding to problems and taking corrective action

#### **Appendix K – Organizational Chart**

The Contractor shall provide a copy of its Organizational Chart.

#### **Appendix L – Service Utilization**

Using the template provided, the Contractor shall provide the following information for each contract service/program on a quarterly basis and annually for each year covered by this Agreement:

- Total Number of Persons Served (Unduplicated)
- Total Number of Service Units  
What is meant by a “Unit of Service” should be clearly defined relative to the agency’s CFR.
- Cost Per Person Served  
Please note whether this expense is a Gross, Net or Average calculation.

#### **Appendix M – Performance Measurement**

Using the template provided, the Contractor shall provide its Performance Measurement Plan particular to each contract service/program. Incorporate any relevant performance measurement activities; including specific indicators and data collection methods, developed or expected to be developed during the period in question (please specify year). This information should be submitted to the Department of Mental Health on a quarterly basis and annually for each year covered by this Agreement.

#### **Appendix N – Miscellaneous/Other**

##### **B. Cooperation and Coordination with the Coordinated Children’s Services Initiative (CCSI)**

The Contractor agrees, where applicable, to provide any and all services, authorized by this Agreement or other licensed or certification, to children and families involved in the Oneida County CCSI Program. The Contractor further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Department of Mental Health will be handled in a safe and confidential manner. It is also expressly understood that the Contractor is responsible for obtaining a signed release of information from the individual to facilitate this level of communication.

**C. Cooperation with local Shelter Plus Care (SPC) Program Sponsor**

The **Contractor** agrees, where applicable, to cooperate and enter into appropriate Business Associate and Chain of Trust Agreements with the local, designated sponsor of the Shelter Plus Care Program. The purpose of these Agreements will be to facilitate the development and operationalization of an appropriate service plan for individuals involved in the Shelter Plus Care Program. These Agreements will also allow for the local sponsor to gather the necessary information to document the required local match as required by the Federal Department of Housing and Urban Development (HUD).

**V. TERMINATION OF AGREEMENT**

Either party may terminate this Agreement by giving thirty (30) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the **Contractor** fails to comply with legal, professional, County or State requirements for the provision of **Services** or with provisions of this Agreement, or if the **Contractor** becomes bankrupt or insolvent or falsifies its records or reports or misuses its funds from whatever source, 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 **Contractor**.

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 **Contractor** prior to termination of this Agreement that are pursuant to, and after the **Contractor's** compliance with the terms and conditions herein.

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. A copy of such notice shall also be sent to the appropriate New York State Office.

If any term or provision of the Agreement shall be found to be illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement. The laws of the State of New York, except where the Federal supremacy clause requires otherwise, shall govern this contract. Venue shall lie within the State of New York.

VI.

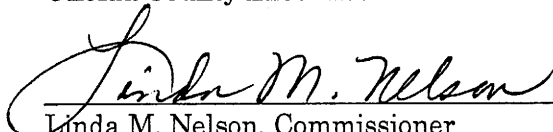
THIS INSTRUMENT EXPRESSED ENTIRE AGREEMENT

It is expressly understood that this instrument represents the entire Agreement of the parties hereto; that all previous understandings are merged herein; and that no modifications shall be valid unless written and both parties thereof shall execute evidence.

COUNTY BY:

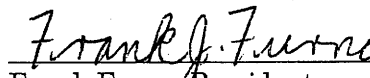
\_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

\_\_\_\_\_  
Date

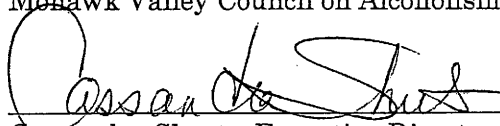
  
\_\_\_\_\_  
Linda M. Nelson, Commissioner.  
Oneida County Department of Mental Health

\_\_\_\_\_  
12/16/11  
Date

CONTRACTOR BY:

  
\_\_\_\_\_  
Frank Furno, President  
Board of Directors  
Mohawk Valley Council on Alcoholism and Addictions

\_\_\_\_\_  
11/3/10  
Date

  
\_\_\_\_\_  
Cassandra Sheets, Executive Director  
Mohawk Valley Council on Alcoholism and Addictions

\_\_\_\_\_  
11/3/10  
Date

Approved as to form only:  
Oneida County Attorney

By: \_\_\_\_\_

Date: \_\_\_\_\_