

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

November 30, 2011

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
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2011-332 . . .	Ways & Means	
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AVAILABLE ON WEBSITE ONLY

www.ocgov.net

We, the undersigned, being members of the Oneida County Board of Legislators 2010-2011 Term of Office, and being members of the Democratic Party, hereby designate Kristyn Bucciero as Minority Legislative Analyst pursuant to Rule No. 3 of the Rules of the Board of Legislators of the County of Oneida, to serves for a term Commencing November 17, 2011 and Terminating on December 31, 2011.

Richard J. Chyff

William Goodman

Joseph Juzgal

Frank D. Tallarone

[Signature]

Rose Ann Conventum

Chad Dargatzis

Maureen Rayson-Turner

FN 20 11 - 328

Dated: 11/16/11

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

6000 Airport Road
Oriskany, New York 13424
Phone:(315) 793-6235
Fax: (315) 768-6299

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

November 8, 2011

FN 20 11 - 329

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Plans to relocate the Oneida County Department of Mental Health and the Oneida County Office for the Aging have been completed. There are several work items that must be completed and funding is not currently available in appropriate expense accounts within the Buildings and Grounds budget. The cost of these work items is as follows.

Work Item	Estimated Cost	Expense Account
Telephone System Re-Programming & Upgrade	\$13,900	A1620.495
Moving Expenses	\$35,500	A1620.495
Initial Janitorial Cleaning Services	\$3,800	A1620.495
Existing Modular Furniture Moving Expenses (Disassemble/Move/Reassemble)	\$11,400	A1620.495
Existing Modular Furniture Modifications	\$16,000	A1620.211

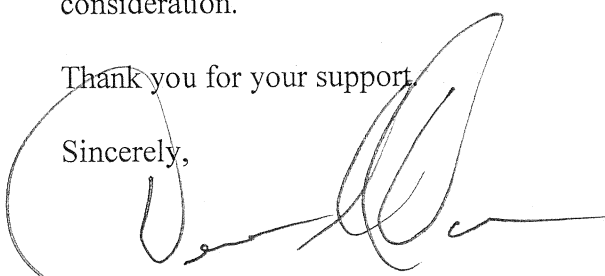
The year-end unencumbered balance in A1620.860, Health Insurance, will be approximately \$140,000.00. Therefore, I respectfully request the following fund transfers.

Amount	From	To
\$64,600.00	A1620.860	A1620.495
\$16,000.00	A1620.860	A1620.211

If you agree, please forward this request to the Oneida County Board of Legislators for consideration.

Thank you for your support.

Sincerely,


Dennis S. Davis
Commissioner

cc: Mark E. Laramie, P.E., Deputy Commissioner



ONEIDA COUNTY BOARD OF LEGISLATORS

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

November 22, 2011

FN 20 11 - 330

Board of Legislators
800 Park Ave.
Utica, NY 13501

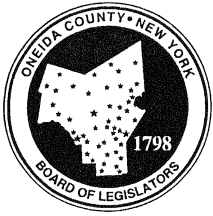
Honorable Members:

Please find the enclosed request from Legislators Flisnik, Brennan, and Waterman in regards to the passage of a Local Law eliminating the County share of Health Insurance for certain officials. I hereby forward FN 2011-330 to the Ways and Means Committee for their consideration. If they approve of the request, it will sit on your desks November 30th for full consideration on December 14th.

Thank you for your consideration.

Sincerely,

Gerald J. Fiorini
Chairman



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
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(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

November 21, 2011

FN 20 11 - 330

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

WAYS & MEANS

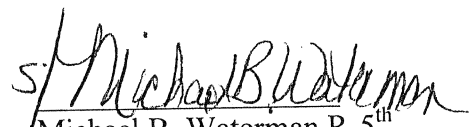
Dear Chairman Fiorini:

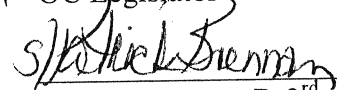
Pursuant to an Amendment at the Way & Means Committee Meeting on November 9, 2011, attached please find A Local Law Eliminating Health Insurance Benefits and In-Lieu-of Payments to Members of the Oneida County of Legislators, part-time attorneys and county Coroners commencing January 1, 2012.

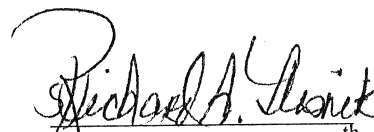
We are requesting that this Local Law be forwarded to the Ways & Means Committee and the Board for consideration on November 30, 2011.

Thank you for your anticipated cooperation.

Respectfully yours,


Michael B. Waterman R-5th
OC Legislator


Patrick Brennan R-3rd
OC Legislator


Richard A. Flisnik R-8th
OC Legislator

rmg
Encl.



*INTRODUCTORY
NO.*

F.N.

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

*INTRODUCED BY:
2ND BY:*

**RE: A LOCAL LAW ELIMINATING HEALTH INSURANCE BENEFITS AND
IN-LIEU-OF PAYMENTS TO MEMBERS OF THE ONEIDA COUNTY BOARD
OF LEGISLATORS**

Legislative Intent: The intent of this local law is to eliminate the benefit afforded to members of the Oneida County Board of Legislators, part-time attorneys and County Coroners for health insurance in the interests of creating a tax savings for the citizens of Oneida County. Currently, members of the Board of Legislators, part-time attorneys and Coroners receive the same health insurance benefits as full time employees of Oneida County.

**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, employees designated as part-time attorneys and the County Coroners shall be discontinued.
2. That effective on January 1, 2012, all "in lieu of health insurance benefits" payments to legislators, part-time attorneys and County Coroners shall be discontinued.
3. That any legislator, part-time attorney or coroner may apply for and receive health insurance benefits through an available Oneida County Health Insurance Plan only upon payment of the full cost of same to the County for any and all costs of such legislator, part-time attorney or coroner's and/or their family's participation in the County health insurance plan, such cost to be billed and payable on a month to month basis.
4. That the Oneida County Director of Personnel is hereby authorized to amend the Oneida County Personnel Rules to adopt and incorporate the elimination of the health insurance benefits and in-lieu of payments to legislators, part-time attorneys and County Coroners and to add to said



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

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Mikale Billard
Clerk
(315) 798-5404

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

November 22, 2011

FN 20 11 - 331

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

READ & FILED

Dear Mike,

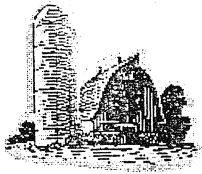
The Chairman of the Farmland Protection Board submitted the attached letter notifying the Board of the Agricultural District Open Enrollment period which will begin January 1, 2012 and run for 30 days, ending January 31, 2012. I ask that you please file appropriately.

Respectfully submitted,

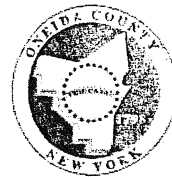

Gerald J. Fiorini
Chairman of the Board

GJF:pp





ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Paul Snider ♦ Thomas Cassidy ♦ George Gafner ♦ Michael J. Cosgrove ♦ Andy Gale
Brian D. Miller ♦ Marty Broccoli ♦ John R. Kent, Jr. ♦ Kathy Pilbeam ♦ Clifford Kitchen

November 28, 2011

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

Dear Mr. Billard:

The Farmland Protection Board will be accepting open enrollment applications for inclusion into agricultural districts for a 30 day period beginning January 1, 2012 through January 31, 2012, pursuant to Resolution No. 365, passed by the Oneida County Board of Legislators on December 10, 2003.

I ask that you please file this correspondence as official notice to the Board of Legislators that the 30 day open enrollment period will begin January 1, 2012 and subsequent to review by the Farmland Protection Board, applications will require legislative approval.

Respectfully submitted,

Brymer Humphreys

Chair, Farmland Protection Board





ONEIDA COUNTY BOARD OF LEGISLATORS

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Clerk
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David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

FN 20 11 - 332

November 22, 2011

WAYS & MEANS

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

Honorable Members:

At the recommendation of Oneida-Herkimer Solid Waste Authority Executive Director, William A. Rabbia, I hereby forward the name of Harry A. Hertline for reappointment to the Oneida-Herkimer Solid Waste Management Authority Board for a term to run through 12/31/2016.

I hereby refer this matter to the Ways and Means Committee and request that it be considered by the full board at the meeting of **December 14, 2011**.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF:pp



ONEIDA-HERKIMER SOLID WASTE AUTHORITY

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

October 31, 2011

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

Dear Chairman Fiorini:

The term of Mr. Harry Hertline on the Board of Directors of the Oneida-Herkimer Solid Waste Authority expires December 31, 2011. I am writing to request and recommend reappointment of Mr. Hertline to the Authority Board for a five-year term (January 1, 2012 – December 31, 2016) pursuant to Title 13-FF Section 2049-cc of New York Public Authorities Law.

As you know, Harry has served on the Authority Board since its creation in 1988. He has played a vital role in guiding the Authority's actions to implement the County Solid Waste Laws, County Policies, and the Local Solid Waste Management Plan. As Treasurer, Harry has been instrumental in all financial matters of the Authority including the issuance of bonds, preparation of annual operating budgets, stabilization of rates, and the completion of annual independent audits.

Harry has been and continues to be one of the key members of the Authority Board and his reappointment will continue to serve the public and the Board of Legislators.

Sincerely,



William A. Rabbia
Executive Director

WAR/jmt



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

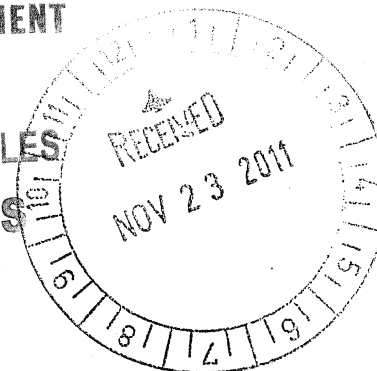
FN 20 11-333

November 22, 2011

ECONOMIC DEVELOPMENT
& TOURISM

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

COURTS, LAWS & RULES
WAYS & MEANS



RE: Extension of Hotel Occupancy Tax

Dear Mr. Picente:

I enclose herewith the amended Local Law extending Oneida County's Hotel Occupancy Tax.

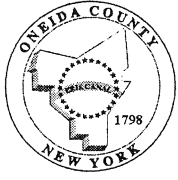
Due to the late date, I respectfully request that this local Law be sent to the Board of Legislators with a Message of Necessity that the law be passed no later than the **December 14, 2011** regular session.

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

Very truly yours,

Handwritten signature of Harris J. Samuels.
Harris J. Samuels
Asst. County Attorney

Cc: Anthony Carvelli



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

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

November 22, 2011

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



RE: Extension of the Hotel Occupancy Tax

Honorable Members:

I enclose herewith the letter of Asst. County Attorney Harris J. Samuels requesting passage of the extension of Oneida County's Hotel Occupancy Tax for the years 2012 through 2014.

Due to the late date of submission of this local law, I certify herewith to the necessity of its adoption at no later than the December 14, 2011 regular session of the Board of Legislators.

Thank you.

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive

Cc: Anthony Carvelli

**INTRODUCTORY
No.**

F.N.

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

**INTRODUCED BY:
2ND BY:**

LOCAL LAW INTRODUCTORY “ ” OF 2011

LOCAL LAW NO. OF 2011

**LOCAL LAW EXTENDING THE HOTEL OCCUPANCY TAX
CURRENTLY IMPOSED BY LOCAL LAW NO. 8 OF 2008 PURSUANT
TO CHAPTER 644 OF THE LAWS OF 1984, AS AMENDED**

Legislative Intent: The intent of this Local Law is to extend the Oneida County Hotel Occupancy Tax, the purpose of such tax being to promote Oneida County, its cities, towns and villages in order to increase convention, trade show and tourist business in the County.

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

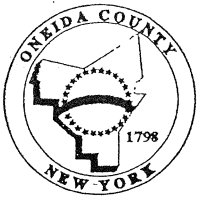
1. Section 24 of Local law No. 3 of 1993, as previously amended by Local Law No. 8 of 2008, is hereby amended to read as follows:
 24. This Local Law shall remain in full force and effect only through December 31, 2014.

This Local Law shall take effect on January 1, 2012.

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

DATED:

Adopted by the following roll call vote:
AYES ___ NAYS ___ ABSENT ___



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

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

November 29, 2011

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

FN 20 11 - 334



RE: Re-Appointments to the Region 6, Fish & Wildlife Management Board

Honorable Members:

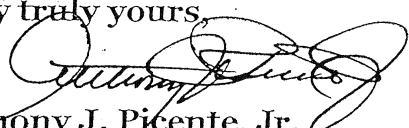
I am in receipt of a recommendation from Richard P. McDonald, Secretary of the Region 6, Fish & Wildlife Management Board (FWMB) requesting the re-appointment of Legislative Representative Les Porter and Sportsman Representative Arthur Smolinsky to serve on the FWMB for a new two year term to commence on January 1, 2012 and end December 31, 2013.

In addition, Mr. McDonald also recommends the re-appointment of alternates; Legislator Michael J. Clancy and Sportsman Representative Bernie Davies for the same two year term.

I concur with Mr. McDonald's recommendations and I ask the Board of legislators to confirm these appointments at their earliest opportunity.

Thank you.

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive

Cc: Richard P. McDonald

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

6000 Airport Road
Oriskany, New York 13424
Phone: (315) 793-6235
Fax: (315) 768-6299

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

November 17, 2011

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

FN 20 11 - 335
PUBLIC WORKS

WAYS & MEANS



Dear County Executive Picente,

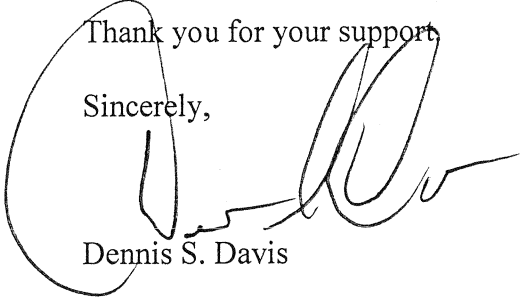
Construction of the new Marcy-SUNYIT Parkway, CR 34, (formerly known as Edic Road) in the town of Marcy is substantially complete. The new roadway was constructed on a new alignment to better serve potential commercial development and SUNYIT. However, it was necessary to maintain a 0.36 mile segment of the existing roadway to serve existing residential properties.

The Town of Marcy enacted Resolution 2011-96 dated August 25, 2011, accepting jurisdiction of the above mentioned 0.36 mile highway segment upon completion of the March-SUNYIT Parkway. Pursuant to New York State Highway Law, the Oneida County Board of Legislators must pass a resolution to formally transfer ownership the above mentioned highway segment and all of its appurtenances.

Please consider the enclosed sample resolution and if acceptable forward to the Oneida County Board of Legislators for further consideration.

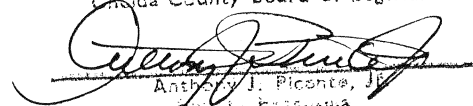
Thank you for your support.

Sincerely,


Dennis S. Davis

cc: Mark E. Laramie, P.E., Deputy Commissioner

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


Anthony J. Picente, Jr.
County Executive

Date 11/22/11

Oneida County Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **County of Oneida and Town of Marcy**

Title of Activity or Service: **Public Highway Ownership Transfer**

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services:

Transfer ownership of approximately 0.36 miles of Edic Road from Oneida County to the Town of Marcy

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing Level:

Total Funding Requested: **\$0.00**

Oneida County Department Funding Recommendation: **\$0.00**

Account #

Proposed Funding Source: Federal _____ State _____ County _____

Cost Per Client Served:

Past Performance Data:

Oneida County Department Staff Comments

BOARD OF COUNTY LEGISLATORS, ONEIDA COUNTY
RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

RE: AUTHORIZATION FOR TRANSFER OF A PORTION OF EDIC ROAD TO THE TOWN OF MARCY

WHEREAS, The Oneida County Department of Public Works has recommended that a portion of Edic Road, County Route 34, be transferred to the Town of Marcy, and

WHEREAS, The Marcy Town Board enacted Resolution 2011-96 dated August 25, 2011, accepting jurisdiction of a portion of Edic Road following completion of construction of a new section of highway to be known as the "Marcy-SUNYIT Parkway, CR 34", now, therefore, be it hereby

RESOLVED, That pursuant to Section 115-b of the Highway Law, the following portion of Edic Road, and all of it's appurtenances, totaling 0.36 miles in length are hereby transferred to the Town of Marcy, to be maintained by the Town of Marcy in the same manner as other town highways are maintained, being:

"beginning at the north end of the existing Old Edic Road, a Town Highway, and thence proceeding northerly 0.36 miles to a point 0.05 miles north of Technology Drive". Following addition of the noted section of highway, the entire length of highway to be maintained by the Town of Marcy shall be known as Edic Road for a distance of 0.48 miles.

And be it further

RESOLVED, That the above described portion of Edic road, County Route 34 be removed from the County Road System, and be it further

RESOLVED, That any additions or deletions to the County Highway System must be approved by the County Board of Legislators, now, therefore, be it hereby

RESOLVED, That the Clerk of this Board is hereby directed to provide the Marcy Town Clerk with a thirty (30) day notice before such transfer takes place as specified in Section 115-c of the Highway Law, and be it further

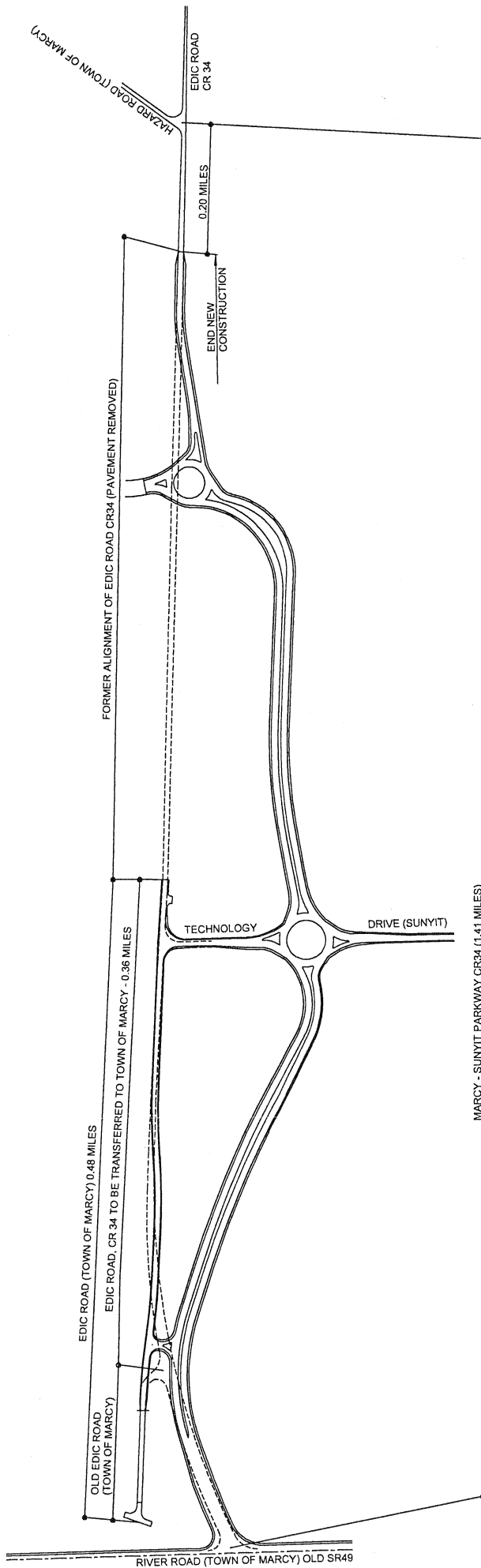
RESOLVED, That five (5) certified copies of this Resolution and notice of transfer be transmitted to the Division of Engineering.

APPROVED: Public Works Committee (_____,2011)
Ways & Means Committee(_____,2011)

DATED: _____,2011

Adopted by the following vote:

AYES:_____ NAYS:_____



Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

JOHN J. WILLIAMS
Commissioner

6000 Airport Road
Oriskany, New York 13424
Phone: (315) 793-6200
Fax: (315) 768-6299

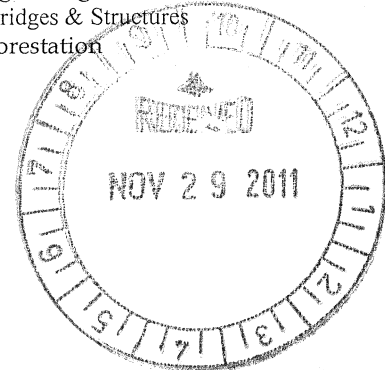
DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

October 27, 2011

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

FN 20 11 - 336

PUBLIC WORKS



Dear County Executive Picente,

WAYS & MEANS

The Oneida County Department of Public Works purchases data and telecommunication services from Northland Communications. Ten (10) separate contracts for these services will expire in December 2011. Each contract provides Oneida County the option to renew on the same terms for two (2) additional three (3) year terms. Contracts were originally executed in 2006 and the first renewal term was exercised in 2009. Enclosed is a copy of one of the ten original contracts for reference.

Enclosed is a single contract amendment for the second three (3) year renewal term that will address and consolidate the aforementioned (10) separate contract agreements.

In addition, telecommunication services for 120 Airline Street have been included. This addition will provide services required to move the Mental Health Department and the Office for Aging & Continuing Care into 120 Airline Street. New services must be integrated with existing services and Northland Communications is the only vendor capable of providing an acceptable solution.

Please consider the enclosed contract amendment at your earliest convenience.

Thank you for your support.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis S. Davis".

Dennis S. Davis
Commissioner

cc: Mark E. Laramie, P.E., Deputy Commissioner

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.". Below the signature is a horizontal line.

Anthony J. Picente, Jr.
County Executive

Date 11/16/11



1 Dupli Park Dr, 5th Floor, Syracuse, NY 13204
 Phone: (315)671-6200 Fax: (315)671-0080

317 Court St, Utica, NY 13502
 Phone: (315)624-2000 Fax: (315)624-0288

NORTHLAND COMMUNICATIONS SERVICE AGREEMENT FOR ONEIDA COUNTY

Effective December 21, 2011, Northland Communications and Oneida County will enter into the following agreement for the period of 36 months. Northland Communications will provide the following list of services at the location(s) listed below.

BTN: (315) 734-1508, 337-0080, 338-0200, 337-0073, 798-5000

VOICE/FACILITY SERVICE					ORDER INFORMATION		
<u>Units</u>	<u>Service</u>	<u>Rate</u>	<u>Monthly</u>	<u>Install Charge</u>			
17	Business Lines - 321 Main St., Utica, NY	\$ 11.80	\$ 200.60	N/A		<input type="checkbox"/> New Contract	
17	FCC	\$ 8.08	\$ 137.36			The terms for the services contained in this contract are effective at such time services are available for customer use.	
5	Business Lines - 302 N. James St., Rome, NY	\$ 11.08	\$ 55.40	N/A		<input checked="" type="checkbox"/> Existing Contract (Addendum)	
5	FCC	\$ 4.04	\$ 20.20			Northland Communications will amend the existing agreement dated December 21, 2008. All terms and conditions of the original contracted dated October 21, 2005 will apply.	
1	PRI - 300 W. Dominick St., Rome, NY	\$ 250.00	\$ 250.00	N/A		Incorporate: Extend existing contract to: December 20, 2014	
1	FCC	\$ 86.41	\$ 86.41			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Schedule A Terms and Conditions	
38	Business Lines - 301 W. Dominick St., Rome, NY	\$ 11.80	\$ 448.40	N/A		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Internet Installation Process	
38	FCC	\$ 4.04	\$ 153.52				
1	PRI - 120 Airline St., Oriskany, NY	\$ 300.00	\$ 300.00	\$ 1,480.00		CANCELLATION OF CIRCUITS	
1	FCC	\$ 86.41	\$ 86.41			Any private network circuits with Northland or any other provider require a minimum 30 day written notification to cancel the appropriate provider.	
1	Caller ID	\$ 125.00	Waived				
	Install Waived	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No				
	Local Usage Rate for above locations:	\$.012 per minute					
	Domestic Long Distance Usage Rate for above locations:	\$.050 per minute					
3	PRI - 800 Park Ave., Utica, NY	\$ 250.00	\$ 750.00			ADDITIONAL INFORMATION	
3	FCC	\$ 86.41	\$ 259.23			Pricing is subject to change, without the bundled services of which may include local usage, long distance, dedicated communications equipment and/or data services.	
3	Caller ID	\$ 344.25	Waived			Additional installation charges may apply for inside wiring beyond the Telco demarcation location.	
52	Business Lines	\$ 11.80	\$ 613.60			Taxes and surcharges are not included in the pricing.	
52	FCC	\$ 2.02	\$ 105.04				
1	DAL - 800 Park Ave., Utica, NY	\$ 233.68	\$ 233.68				
	Local Usage Rate - 800 Park Ave., Utica, NY	\$.010 per minute					
	Domestic Long Distance Usage Rate - 800 Park Ave., Utica, NY	\$.038 per minute					
PRIVATE DATA NETWORK					VENDOR INFORMATION		
Northland provides tariffed and non-tariffed network facilities. In the event that tariffed facilities are used, the pricing is reflective of tariffed services purchased from another network provider on behalf of Oneida County, plus a monthly access coordination charge for services performed by Northland Communications. In the event of a tariff change by the other network provider, Northland Communications reserves the right to adjust this pricing in accordance with the tariffed rate change.					<u>Initials</u>	<u>Date</u>	
					VENDOR INFORMATION		
					All vendor related charges are the responsibility of the vendor required.		
					<u>Initials</u>	<u>Date</u>	
INTERNET					CUSTOMER AGREEMENT		
Northland Communications will provide dedicated Internet access using IP routing.					I agree to the terms and conditions of this Service Agreement.		
<u>Service</u>		<u>Monthly</u>	<u>Install Charge</u>		Customer Name & Title		
Dedicated Internet	N/A	\$ -	\$ -		Signature		
					<i>Susan M. Megliore</i>		
					Northland Authorized Signature		
					Date		
					10-27-2011		
					Date		

Approved As To Form
 ONEIDA COUNTY ATTORNEY
 By *[Signature]*



**NORTHLAND NETWORKS LOCAL DIALTONE AGREEMENT
 FOR
 ONEIDA COUNTY**

Effective October 21, 2005, Northland Networks and the County of Oneida will enter into the following agreement for the period of three years. The original contract term shall be for a period of three (3) years beginning on the date a contract is executed by Oneida County. Upon mutual agreement, Oneida County has the option to renew a contract on the same terms for two (2) additional three (3) year terms after the expiration of the original contract. All rates, fees and unit prices shall remain the same, or upon mutual agreement, be reduced for each successive contract renewal term. Northland will provide the following list of services at the location of 800 Park Ave., Utica, NY, BTN: (315) 798-5700

<u>Services/Equipment</u>	<u>Monthly</u>	<u>Installation</u>
3 PRI @ \$250.00	\$ 750.00	N/A
3 FCC Ports @ \$86.41	\$ 259.23	
3 Caller ID @ \$114.75	\$ 344.25	Promo
48 Business Lines @ \$11.80	\$ 566.40	N/A
48 FCC @ \$2.02	\$ 96.96	

<u>Promotional Discounts Applied</u>	<u>Value</u>
Caller ID	\$344.25 Monthly Charge

Local Usage Rate: \$.01 Flat Rate

Northland Networks

Approved By:

PATRICIA A. RHOADES

(Print Name)

Patricia A. Rhoades

Signature

DIR OF CUSTOMER RELATIONS

Title

10/21/2005

Date

Customer

Accepted By:

Joseph A. Griffo

(Print Name)

Joseph A. Griffo

Signature

Oneida County Executive

Title

12/20/05

Date

* Additional installation charges may apply for inside wiring beyond the Telco demarcation location.
 * Taxes and surcharges are not included in the pricing.
 **This pricing is reflective of tariffed services purchased from another network provider on behalf of Oneida County, plus a monthly access coordination charge for services performed by Northland. In the event of a tariff change by the other network provider, Northland Networks reserves the right to adjust this pricing in accordance with the tariffed rate change.

Revised 6/11/01

Page 1 of 2

Northland's response to the Telecommunications Carrier Services RFP for Oneida County, excluding spreadsheet data, becomes part of this contract.

LOCAL TERMS AND CONDITIONS

The parties hereby mutually agree as follows:

Incorporation of Tariffs: The services provided pursuant to this Agreement are governed by tariffs filed with and approved by regulatory authorities having jurisdiction over such services, as they may be in effect from time to time including the Federal Communications Commission and the New York State Public Service Commission. All rates, terms and conditions set forth in such tariffs, as they may be in effect from time to time, shall apply to and govern the provision of service under this Agreement and the relationship of the parties hereto, and such tariffs are specifically incorporated by reference into this Agreement. The rates, terms and conditions of said tariffs shall govern unless specifically superseded by a provision of the Agreement, in which case the rate, term or condition of this Agreement will apply.

Financial Responsibility: Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by Northland Communications (NC) within (30) days of NC rendition of the invoice, NC may at any time thereafter discontinue service, and/or terminate this Agreement, and/or impose a late charge of one and one-half percent (1 ½%) per month of the balance due, or such lesser maximum charge as permitted by applicable law. NC may, in addition, apply any Customer deposit to the unpaid bill. Customer agrees to pay NC all NC's costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees.

Term Agreement: If service is disconnected prior to the end of the selected commitment term, the termination liability charges consist of all of the following that are applicable to the selected service type:

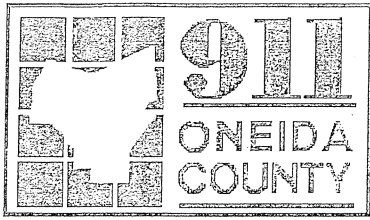
1. The difference between the monthly rates for the highest commitment term that has been satisfied prior to the disconnect of service and the monthly rates for the selected commitment term multiplied by the number of months the service has been active.
2. The difference between the usage rate for the highest commitment term has been satisfied prior to the disconnect of service and the usage rates for the selected commitment term multiplied by the total minutes of use since the service has been active.
3. The difference between the installation charges associated with the highest commitment term that was satisfied prior to the disconnect of service and the installation charges for the selected commitment period.
4. Any promotional discounts, credits or waivers identified on page 1 of 2 on this document.

Liability of NC: The liability and obligation of the carrier to the Customer is specifically controlled and limited by such tariff's, which provide that carrier shall have no liability of any nature in the absence of gross negligence or willful misconduct, and that, in any event, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability, tort, or otherwise, the Customer's exclusive remedy, and the total liability of carrier and/or any supplier of services to carrier, arising out of or in any way connected directly or indirectly, with this Agreement, for any cause whatsoever, including but not limited to any failure or disruption of service provided hereunder, shall be limited to payment by carrier in any amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omission, interruptions, delays, errors or defects in transmission occur. In no event shall carrier and/or any supplier of services be liable to customer for any special, consequential or incidental damages.

General Provisions: Except for the incorporation of terms of tariffs from time to time on file with regulatory authority, there are no terms, conditions or obligations other than those contained herein. There are no written or verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. The carrier makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein. No waiver of any breach of this Agreement will be implied or will be deemed a waiver of any future breach. This Agreement shall in all respects be governed by the construed in accordance with the law of the State of New York, including all matters of construction, performance and validity. Neither party may assign this Agreement, or any interest herein or part hereof, by operation of law or otherwise, without the express written consent of the other party. In the event that any of the provisions of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement which shall be construed as if containing such provision and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertaking of the parties hereto. Introductory headings used in the Agreement are solely for the convenience of the parties and do limit the content of the respective paragraphs hereof. If channel banks/data equipment are provided by NC and Customer terminates service, the said channel banks/data equipment are the property of NC. Upon successful transfer of service, the said channel banks/data equipment will be returned to Northland Communications.

Revised 5/25/05

_____(Initials) _____(Date)



ONEIDA COUNTY EMERGENCY COMMUNICATIONS

Anthony J. Picente., County Executive
120 Base Rd. Oriskany, NY 13424

Kevin W. Revere, Director
(315) 765-2526 Fax (315) 765-2529

November 21, 2011

FN 20 11-337



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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

The 911 Center requests to enter into the enclosed "Supplement No. 2" to the subscription agreement between Emergency Services Marketing Corp., Inc. as a duly licensed provider of "iamResponding.com", for \$14,718.47. In addition to the thirty-six (36) agencies and county-wide teams covered by the Agreement, this Supplement now adds an additional twenty-two (22) agencies. Without warning, the on-line service "Planet Online" has changed their services, essentially rendering it useless to us, and jeopardizing emergency response. "iamresponding", a local company of which we already subscribe for most of the fire and EMS agencies in the county can provide the service to the remaining agencies in the county.

The subscription with Emergency Services Marketing Corp. will allow Homeland Security money totaling \$62,218.47 to directly fund the subscription and allow the county to be provided access to "iamresponding.com".

If I can be of further assistance, please feel free to contact me.

Sincerely,

Kevin W. Revere
Director of Emergency Services

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

Anthony J. Picente, Jr.
County Executive

Cc: Mello Testa
Director of Purchasing

Date 11/22/11

kmg

Oneida Co. Department Emergency Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Emergency Services Marketing Corp., Inc.
iamresponding.com
P.O. Box 93
Dewitt, New York 13214-0093

Title of Activity or Services: Interactive Notification Interface

Proposed Dates of Operations: Subscription term is January 25, 2011 and shall terminate January 25, 2013.

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

Fire, Law Enforcement and EMS Interactive Notification Interface

2). Program/Service Objectives and Outcomes

Primary objective is to provide 24 hour/7 day week ability of tracking the response and availability of all responding emergency services personnel.

3). Program Design and Staffing Level

N/A

Total Funding Requested: \$14,718.47

Oneida County Dept. Funding Recommendation:

Proposed Funding Source (Federal \$ /State \$ / County \$): State- 100%

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments: "Supplement No. 2" amendment to Original Contract to include an additional twenty-two agencies.



SUPPLEMENT No. 2 to SUBSCRIPTION AGREEMENT

Whereas, a Subscription Agreement (“Agreement”) was entered into by and between **Emergency Services Marketing Corp., Inc.** (“ESMC”), as the duly licensed provider of the **IamResponding.com’s** Emergency Responder Reply System™ (“ERRS”), and **Oneida County (NY)** (“Subscriber”) last dated the 26th day of January, 2011.

And whereas, the parties thereto desire to supplement the Agreement by this Supplement No. 2 to Subscription Agreement (“Supplement”).

Now, therefore, the Agreement is hereby supplemented as follows:

1. Scope of Subscription. In addition to the thirty-six (36) agencies and county-wide teams covered by the Agreement, this Supplement now adds an additional twenty-two (22) agencies (17 of which are dispatched to more than 100 dispatches per year, and 5 of which are dispatched to fewer than 100 dispatches per year), pursuant to Section 5 of the Agreement, and the additional agencies are identified as follows:

Boonville FD
Boonville Amb
Clark Mills FD
Camden Ambulance
Clinton FD
Kuyahora AMB
Deansboro FD
Florence FD
Westernville FD
Vienna FD
Vernon
West Lyden FD and AMB (1 system)
Prospect FD
Prospect Amb
McConnellsville FD
NY Mills FD
Waterville FD
Poland FD
Paris Hill FD
Lee Center FD
Lake Delta FD
Utica FD

Subscriber shall pay to ESMC the additional sum of **\$14,718.47** to add these agencies into their system, with said amount to be paid up-front. This amount is calculated as follows, pursuant to Section 5 of the Agreement, based on a term for these newly added agencies of December 1, 2011 through January 14, 2013:

17 new departments > 100 dispatches/year
5 new departments < 100 dispatches/year

17x731.16 (which is the amount for 13.5 months):	12,429.72
5x303.75 (which is the amount for 13.5 months):	1,518.75
22x35 (one-time set-up fee):	<u>770.00</u>
TOTAL:	\$14,718.47

Effective December 1, 2011, each of the above newly added agencies shall be included in all applicable calculations and billings for telephone charges pursuant to Section 3(c) of the Subscription Agreement.

2. Entire Agreement. The Subscription Agreement, Supplement No. 1 to Subscription Agreement, this Supplement No. 2 to Subscription Agreement, and the Terms of Use constitute the entire agreement between Subscriber and ESMC and govern Subscriber's use of ERRS, superseding any prior agreements between Subscriber and ESMC.
3. Warranty of Authority. Subscriber warrants that the individual signing this Agreement possesses all authority and consents necessary to enter into this Subscription Agreement on behalf of Subscriber.

Printed Name: _____

Authorized Signature: _____

Official Title of Person Signing: _____

Date: _____

Emergency Services Marketing Corp., Inc.

By: _____

Daniel R. Seidberg, President

Date: _____

11/18/11

ANTHONY R. CARVELLI
COMMISSIONER

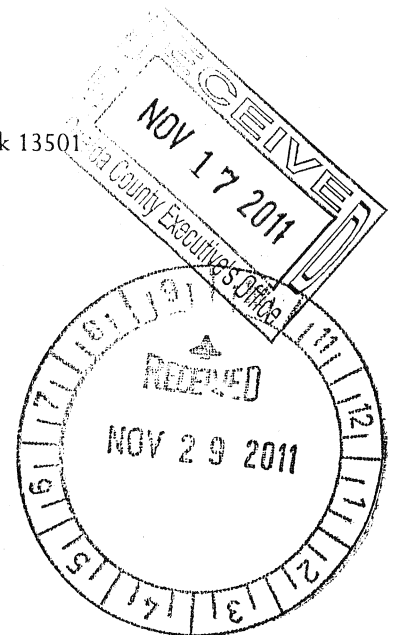
ONEIDA COUNTY

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



FN 20 11-338

November 17, 2011

INTERNAL AFFAIRS

Mr. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Ave.
Utica, N.Y. 13501

WAYS & MEANS

Dear Mr. Picente:

Pursuant with Title 3 of Article 5 of the Real Property Tax Law, the enclosed petitions are submitted with the recommendations as cited.

Please forward said petitions to the Oneida County Board of Legislators for their consideration.

<u>NUMBER</u>		<u>AMOUNT</u>
5	REFUNDS	\$10,393.46
1	CORRECTION	\$ 243.96

Sincerely,

Anthony Carvelli
Commissioner of Finance

AC:kp
Enclosure

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

Anthony J. Picente, Jr.
County Executive
Date 11/22/11

ERROREOUS ASSESSMENTS										
MUNICIPALITY	YEAR	NAME	TAX MAP NUMBERS	TAX UNPAID	AMOUNT TO ADJUST	TAX PAID	AMOUNT REFUND	CORRECT	AMOUNT TO "0"	
New Hartford	2011	Trahwen - B, LLC	4889 317.013-3-23.61 XA			\$ 138,954.84	\$ 9,809.64	\$ 129,145.20	\$ -	
Vienna	2010	William J. Bell	6489 234.007-2-19 UT			\$ 2,663.17	\$ 166.48	\$ 2,496.69	\$ -	
Vienna	2011	William J. Bell	6489 234.007-2-19 UT			\$ 2,566.57	\$ 160.32	\$ 2,406.25	\$ -	
Whitestown	2010	Kathleen Piersma	7089 291.000-1-74 RS			\$ 914.62	\$ 126.91	\$ 787.71	\$ -	
Whitestown	2011	Kathleen Piersma	7089 291.000-1-74 RS			\$ 935.76	\$ 130.11	\$ 805.65	\$ -	
Utica	2011	Rebuild Mohawk Valley	1600 318.66-4-15 SH	\$ 243.96	\$ 243.96			\$ -	\$ -	
			TOTAL:	\$ 243.96	\$ 243.96		\$ 10,393.46			



David L. Mathis
 Director, Workforce Development

Anthony J. Picente, Jr.
 Oneida County Executive

FN 20 11 - 339

November 19, 2011

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

EDUCATION, YOUTH

WAYS & MEANS



Dear County Executive *Anthony* Picente:

Attached for your approval are five (5) copies of a Grant Award Contract from the New York State Division of Criminal Justice Services (DCJS) to once again fund the local Re-Entry Task Force.

This Grant Award Agreement will run from July 1, 2011 to June 30, 2012 and is for a total of \$161,300. It is completely funded by the New York State Division of Criminal Justice Services. The money for this program originates from a Re-Entry Task Force Enhancement Grant and its goal is to expand services to returning offenders and parolees. As in past years, this will continue to be accomplished through improved coordination and collaboration among local criminal justice, social services, educational, health and mental health systems.

The attached five (5) copies of the Division of Criminal Justice Services Project Award Documents represent the contractual mechanism by which the actual grant money is transferred.

No Oneida County tax dollars will be used to cover the costs of administering the local Re-Entry Task Force through this Grant Award

Approval of the Oneida County Board of Legislators is required for you to sign the Grant Award Documents.

Upon approval of the Board of Legislators, please sign and date the attached copies of the Grant Award Documents where indicated, and return them to Anthony Ricci of my staff (ext. 5908). Please note that your electronic signature will also be required in order to secure the grant funds.

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

Sincerely yours,

David Mathis

David L. Mathis, Director
 Oneida County Workforce Development

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

 Anthony J. Picente, Jr.
 County Executive
 Date 11/28/11

PROPOSAL SUMMARY SHEET

Name of Proposing Organization: Workforce Investment Board
Title of Activity or Services: Re-Entry Task Force Enhancement Program Administration
Proposed Dates of Operations: July 1, 2011 – June 30, 2012
Number to be served: 100 Recently Paroled Ex-Offenders

SUMMARY STATEMENTS:

- 1) The Oneida County Re-Entry Task Force will broaden its existing coalition of groups supporting re-entry, provide enhanced services to meet the needs of offenders returning to Oneida County from prison, strengthen links with justice system agencies, and develop community partnerships through the leadership of dedicated staff.
- 2) The Workforce Investment Board of Herkimer, Madison and Oneida Counties will continue to assist Oneida County Workforce Development in the provision of services to participants served under the Local Reentry Task Force Enhancement Grant. Oneida County Workforce Development received a grant from the New York State Division of Criminal Justice Services to provide various program components with a goal to reduce recidivism in local jurisdictions.
- 3) OCWD has subcontracted the administration of this program with the Workforce Investment Board (WIB). The money for this program comes from an RTF Enhancement Grant and its goal is to expand services to returning offenders and parolees. This will be accomplished through improved coordination and collaboration among local criminal justice, social services, educational, health and mental health systems.
- 4) Under this Agreement the WIB will have the responsibility of overseeing the total grant. It will contract with service providers and make appropriate payments for services rendered.

Total Program Funding: \$161,300
Funding Source: NYS Division of Criminal Justice Services
Cost Per Client Served: \$ N/A as needs of each individual may vary
Past Performance Served: Program is currently ongoing.

<u>STATE AGENCY</u> Division of Criminal Justice Services 4 Tower Place Albany, NY 12203	<u>NYS COMPTROLLER'S NUMBER:</u> C490178 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services
<u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501	<u>TYPE OF PROGRAMS:</u> Reentry Task Forces and Enhanced Services <u>DCJS NUMBERS:</u> RE11490178 <u>CFDA NUMBERS:</u>
<u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000	<u>INITIAL CONTRACT PERIOD:</u> FROM 07/01/2011 TO 06/30/2012 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$161,300.00
<u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	<u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.
<u>CHARITIES REGISTRATION NUMBER:</u> <div style="border: 1px solid black; width: 150px; height: 15px; margin: 5px 0;"></div> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. </div>	<u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input checked="" type="checkbox"/> Other (Identify)
IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____	
<u>ATTORNEY GENERAL'S SIGNATURE</u> _____ Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____

Award Contract**Reentry Task Forces and Enhanced Services****Project No.**

RE11-1015-E00

Grantee Name

Oneida County

11/17/2011

AGREEMENT**STATE OF NEW YORK****AGREEMENT**

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the

CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract**Reentry Task Forces and Enhanced Services****Project No.**

RE11-1015-E00

Grantee Name

Oneida County

11/17/2011

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of

all moneys due hereunder for a second or subsequent violation.

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

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its

invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the

Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. **COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. **COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. **PROCUREMENT LOBBYING.** To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

Version: November, 2010

Certified by - on

Award Contract**Reentry Task Forces and Enhanced Services****Project No.**

RE11-1015-E00

Grantee Name

Oneida County

11/17/2011

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. For grant solicitations or direct grant awards announced before April 10, 2006, if this Agreement exceeds \$15,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$15,000 or less, it shall not take effect until it is executed by both parties.

For grant solicitations or direct grant awards announced on or after April 10, 2006, if this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in writing and signed by the parties hereto.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at:

www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller. An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract which result in a change of 10 percent or less to any budget category, the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.

2. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. A letter signed by the Chief Executive Officer or Fiscal Officer authorizing these changes must be submitted to DCJS with the next voucher or fiscal cost report submission.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed \$450 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$450 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.

2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.

3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.

4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module and print and submit such reports to DCJS/ODPF program representatives with the final program progress report or sooner. Alternatively, the Grantee may use the Equipment Inventory reports prescribed by DCJS to list equipment purchases and submit them to DCJS via postal service. Items of equipment costing less than \$500 do not need to be reported on the Equipment Inventory Reports although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports and one final report to DCJS via the GMS system and additional information or amended data as required.

A. Program progress reports will be due within 45 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due within 45 days of the last day of the calendar quarter from the start date of the program.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter; Report Due

January 1 - March 31; May 15

April 1 - June 30; August 15

July 1 - September 30; November 15

October 1 - December 31; February 15

B. The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges within 45 days after the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Agreement;
- Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and
- Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have

an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

- OMB Circular A 21, Cost Principles for Educational Institutions;
- OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;
- OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;
- OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and
- OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee, additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at:
www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

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Certified by - on

Award Contract**Reentry Task Forces and Enhanced Services****Project No.****Grantee Name**

RE11-1015-E00

Oneida County

11/17/2011

APPENDIX B - Budget Summary by Participant

Oneida County - Version 1

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Postage	1	\$900.00	\$900.00	\$900.00	\$0.00
2	Office supplies	1	\$900.00	\$900.00	\$900.00	\$0.00
Total				\$1,800.00	\$1,800.00	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Local travel	1	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00
2	Mandated travel costs	1	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00
3	Parolee transportation	1	\$1,700.00	\$1,700.00	\$1,700.00	\$0.00
Total				\$7,700.00	\$7,700.00	\$0.00

#	Rental of Facilities	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Office rent	12	\$450.00	\$5,400.00	\$5,400.00	\$0.00
Total				\$5,400.00	\$5,400.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Interview clothes, hygiene products and sundry items. Positive rewards for successful re-entry participants.	1	\$2,800.00	\$2,800.00	\$2,800.00	\$0.00
2	Phone lines	12	\$100.00	\$1,200.00	\$1,200.00	\$0.00
3	Contract for Center for Family Life & Recovery	1	\$19,000.00	\$19,000.00	\$19,000.00	\$0.00
4	IDs for parolees	1	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
5	WIB sub-contract	1	\$103,799.69	\$103,799.69	\$103,799.69	\$0.00
6	Indirect costs -- Oneida County	1	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00
7	Program share of copier / internet costs	1	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
8	Housing Services	1	\$13,600.31	\$13,600.31	\$13,600.31	\$0.00
Total				\$146,400.00	\$146,400.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$161,300.00	\$161,300.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$161,300.00	\$161,300.00	\$0.00

Award Contract**Reentry Task Forces and Enhanced Services****Project No.**

RE11-1015-E00

Grantee Name

Oneida County

11/17/2011

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted within 45 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.
3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Finance with its final fiscal cost report within 45 days of termination of this grant contract.
4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.state.ny.us/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.
5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law (<http://caselaw.lp.findlaw.com/nycodes/c113/a19.html>). Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Finance in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.
6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Finance
4 Tower Place
Albany, NY 12203-3764

7. Payment Schedule

PAYMENT and PAYMENT DUE DATE

1: Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4: Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports must be submitted showing grant expenditures and/or obligations for each quarter of the grant within 45 days after the last day of the quarter for the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
 - DCJS approval of non-competitive consultant.
 - DCJS approval of non-competitive vendor for services.
 - DCJS approval of consultant services reimbursement greater than \$450 per eight hour day.
 - DCJS approval of change to Personal Services by more than 10 percent.
 - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
 - DCJS approval to subaward to another organization.
 - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
 - DCJS and NYS Office of the State Comptroller approval to modify Personal Services and Non Personal Services budget categories by more than 10 percent.
 - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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Certified by - on

Award Contract

Reentry Task Forces and Enhanced Services

Project No.

Grantee Name

RE11-1015-E00

Oneida County

11/17/2011

APPENDIX D - Work Plan

Goal

To Be Determined

Objective #1

To Be Determined

Task #1 for Objective #1

To Be Determined

Performance Measure

1 To Be Determined

Award Contract**Reentry Task Forces and Enhanced Services****Project No.**

RE11-1015-E00

Grantee Name

Oneida County

11/17/2011

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$20,000.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions

Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. All criminal justice information management software which grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State Criminal Justice Data Standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed at the DCJS web site or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

Grantee agrees that all specifications for technology purchases exceeding \$5000 (excluding laptops and desktop computers) must be reviewed by the DCJS Office of Justice Information Services. The review will take place within three business days and should be coordinated through the DCJS Office of Funding and Program Development.

Law enforcement agencies must submit full UCR Part 1 crime reports (including supplemental homicide reports) and domestic violence victim data to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting Program (IBR). Failure to submit this information may result in grant funds being withheld. UCR agencies must fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at http://www.criminaljustice.state.ny.us/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

On a quarterly basis the Grantee will maintain written certification (in a form prescribed by DCJS) of time spent by each employee on the grant and maintain a system of time sheets. Time sheets will be signed by the individual and countersigned by the supervisor in a higher level position at the end of each payroll period.

Notwithstanding the provisions of paragraph 10 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.

Although Appendix A1 requires four (4) quarterly progress reports, for purposes of a DCJS grant award, grantees should submit progress reports as follows:

Four (4) progress reports for contracts of \$100,000 or more;
Two (2) progress reports for contracts between \$1 and \$99,999.

Please Note: Four (4) Quarterly Progress Reports are required for all Operation IMPACT and Drug Treatment Diversion Program grantees. Whenever possible, the District Attorney's Office or the primary police department should coordinate the submission of the quarterly progress reports so that one consolidated report is submitted for all IMPACT funded agencies within an IMPACT county.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services. This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

Strategy Special Conditions

Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies including, but not limited to Youth Violence Reduction, DNA Evidence Collection, STEPS, DMI, or Re-Entry, that the implementing agency(s) will coordinate their IMPACT strategy with those other strategy initiatives in the county.

The following condition will apply to contracts between two New York State governmental entities: This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

As per NYS Executive Law, Article 35, §837-a (8), DCJS is mandated to submit an Operation IMPACT Annual Report. As such, agencies receiving IMPACT funds shall be required to submit separately, in a consolidated report to be compiled and submitted by the District Attorney's Office and/or primary IMPACT police department on behalf of the full partnership, a detailed written report regarding their Operation IMPACT initiatives for the calendar year 2009. This report will be submitted no later than November 15, 2009 and shall include:

- (a) The types of crime data obtained, analyzed and used regularly by the IMPACT Partnership;
- (b) A description of the local IMPACT crime reduction strategy, including any modifications;
- (c) The number of personnel from each local, state and federal agency participating in various Operation IMPACT activities;
- (d) A description of training provided to participating personnel in connection with Operation IMPACT;
- (e) The number of arrests made by law enforcement as a direct result of Operation IMPACT;
- (f) The number of prosecutions as a direct result of Operation IMPACT activities and the disposition of those cases;
- (g) The number of IMPACT related cases and IMPACT related gun crime cases transferred for federal prosecution;
- (h) Any available demographic information about persons arrested and prosecuted and the disposition of such matters;
- (i) Any other information about the program's effectiveness in reducing crime.

Participating law enforcement agencies receiving IMPACT funding shall submit all crime guns and guns recovered under conditions requiring investigation into the New York State Criminal Gun Clearing House via NYSPIN GGUN. Law enforcement agencies shall also submit all crime guns and guns recovered under conditions requiring investigation to the respective Firearms Laboratory for testing and requested entry into NIBIN (National Integrated Ballistics Identification Network).

Primary and DCJS-designated secondary IMPACT police departments will submit Monthly IMPACT Gun Data Reports within 30 days following the end of each month. Said monthly reports will include the number of shooting incidents involving injury or death, the number of shooting victims, the number of crime guns recovered, and the number of firearms submitted to the lab for entry into NIBIN.

Participating law enforcement agencies receiving IMPACT funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition provisions of the federal Violence Against Women Act. All IMPACT funded agencies that are responsible for the management of sex offenders will be vigilant in maintaining current addresses for all sex offenders assigned to their jurisdiction and promptly report any action taken with regard to address verification on eJusticeNY. All IMPACT funded agencies are monitored for this requirement.

All IMPACT funded agencies that are responsible for obtaining photos due from sex offenders under their supervision will do so in a timely manner and promptly upload the updated photos to eJusticeNY. All IMPACT funded agencies are monitored for this requirement.

Participating law enforcement agencies shall ensure that their department's process for submitting fingerprint

cards to DCJS includes a mechanism to flag those arrests where a Domestic Incident Report (DIR) is filed in the criminal incident. All IMPACT funded agencies are monitored for this requirement. All agencies receiving IMPACT funding that have a responsibility to collect DNA samples from offenders under their supervision who, by law, are required to submit said sample will ensure that the sample is collected in a timely manner as is required by law. All IMPACT funded agencies are monitored for this requirement.

For each month that a Grantee receiving IMPACT funds fails to: (1) submit full UCR Part 1 crime reports within 30 days of the end of the month, as required above, and/or (2) participate in a meeting of the full IMPACT Partnership, and/or (3) submit monthly gun data within 30 days following the end of each month, as stated above, 1/12 of 20% of the total grant award will be deducted for the respective non-compliant agency. At no time will the amount deducted for non-compliance with these conditions exceed 20% of the total grant award.

Notwithstanding the provisions of Appendix A-1, paragraph 8, budget amendments for grant contracts are governed as follows:

A. Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category must be submitted for prior written approval by DCJS and the Office of the State Comptroller. An Appendix X and a DCJS-55 setting forth the proposed amendment must be submitted to DCJS for approval by DCJS and the Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract which result in a change of 10 percent or less to any budget category, the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior written approval of DCJS. A DCJS-55 setting forth the proposed amendment must be submitted to and approved by DCJS before the next voucher and/or fiscal cost report will be approved.
2. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. A DCJS-55 and a letter signed by the Chief Executive Officer or Fiscal Officer authorizing these changes must be submitted to DCJS with the next voucher or fiscal cost report submission.

The grantee must work towards the development of a comprehensive array of services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The grantee shall review all services proposed by sub-contractors for compliance with evidence-based practice as defined by the Transition from Prison to the Community model and New York State's adaptation of that model (NYTPC).

In addition to services designed to meet the basic survival needs of returning persons, the grantee must ensure that the county's network of services includes those that address crime-producing needs and either: 1) have been evaluated for effectiveness in achieving their desired outcomes using sound research methodology; 2) on their face, comport with evidence-based interventions for people who have offended; and/or 3) can be evaluated as part of the contract with the grantee.

Award Contract**Reentry Task Forces and Enhanced Services****Project No.****Grantee Name**

RE11-1015-E00

Oneida County

11/17/2011

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day

for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification

number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development

30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803 <http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

June 2011

Certified by - on

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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



FN 20 11 - 340

November 3, 2011

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

Re: C-026835

We are returning the attached five (5) copies of the contract between Oneida County through its Health Department and the New York State Department of Health – Childhood Lead Poisoning Primary Prevention Program which was forwarded to you for approval and signature. (Board approved on October 26, 2011, copy of board resolution attached.)

Notarization signatures were inadvertently remained unsigned; therefore, we are forwarding five (5) copies for signature and notarization.

Thank you.

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

attachments
ry

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

Anthony J. Picente, Jr.
County Executive

Date 11/16/11

Oneida County Contract Tracking Sheet

Printed:
9/6/2011 10:59:12 AM

Contract # 012594	Code Amended	Prior # 011788	Dept # EH
Vendor NYS Department of Health		Type: Grant	
Starts on Contract Execution: <input type="checkbox"/>	Start Date 10/1/2011	End Date 9/30/2012	

Department: **Public Health** Appropriation Acct: **0** Revenue Code: **A3415** Contract Amount: **\$188,187.00**
 Contact Person: **Rosemarie Yacco** 798-5220

For the provision of reducing or eliminating the incidence of lead poisoning. C-026835-1 This is a six month extension.

- | | | | |
|--------------------|-------------------------------------|---|--|
| 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 checked="" type="checkbox"/> | NO <input type="checkbox"/> |

Comments:

Date: 9-8-11
 Initials: PMH

2) Budget Director Comments:

Date: 9-13-11
 Initials: DB

3) Final Review
 County Attorney Comments:

Date: 9-15-11
 Initials: LMA

4) Sent to Board of Legislators
 (contract to be held in Law Dept.)

Sent Date: 9/26/11
 Approval Date: 10/26/11
 Resolution Number: 2011-284

Sent to County Executive for Signature

Date: 10/26/11

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. 263

INTRODUCED BY: Messrs. Mandryck, Porter, Hendricks, Roefaro
2ND BY: Mr. Wood

**RE: APPROVAL OF AN AGREEMENT BETWEEN THE ONEIDA COUNTY
HEALTH DEPARTMENT AND THE NYS DEPARTMENT OF HEALTH-CHILDHOOD LEAD
POISONING PRIMARY PREVENTION PROGRAM**

WHEREAS, This Board is in receipt of an Agreement between Oneida County and the NYS Department of Health for grant funds to support the Childhood Lead Poisoning Prevention Program in Oneida County, and

WHEREAS, Said Agreement must be approved by the Oneida County Board of Legislators, now, therefore, be it hereby

RESOLVED, That the Oneida County Board of Legislators authorizes and approves an Agreement between Oneida County and the NYS Department of Health for grant funds in the amount of \$188,187 to support a Childhood Lead Poisoning Prevention Program in Oneida County during a one year term commencing October 1, 2011 and ending September 30, 2012.

APPROVED: Public Health Committee (October 11, 2011)
Ways & Means Committee (October 12, 2011)

DATED: October 26, 2011

Adopted by the following v.v. vote:

AYES 28 NAYS 0 ABSENT 1 (Mr. Kernan)

Signature Page for:

Contract Number: C-026835

Contractor: Oneida County Health Department

Amendment Number X-026835-1

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE:

By: _____ Date: _____

(signature)

Printed Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

STATE OF NEW YORK)

County of _____)

SS:

Approved by the Form Only Assistant County Attorney
By: Brian M. Miga
Assistant County Attorney

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

By: _____ Date: _____

(signature)

Printed Name: Howard A. Freed, M.D.

Title: Director, Center for Environmental Health

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

Agency Code 12000
APPENDIX X

Contract Number: C-026835

Contractor: Oneida County Health
Department

Amendment Number X-026835-1

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, Bureau of Community Environmental Health and Food Protection, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and Oneida County Health Department (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the work plan or deliverables
- Replaces appendix(es) A (Standard Clauses for New York State Contracts), B (Budget) & D (Workplan) with the attached appendix(es) A (Standard Clauses for New York State Contracts), B (Budget) & D (Workplan)
- Adds the attached appendix(es) _____
- Other: (describe) _____

This amendment *is* *is not* a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$376,374
(Value before amendment)

From 10 / 01 / 10 to 09 / 30 / 11 .
(Initial start date)

This amendment provides the following modification (complete only items being modified):

\$188,187

From 10 / 01 / 11 to 03 / 31 / 12 .

This will result in new contract terms of:

\$564,561
(All years thus far combined)

From 10 / 01 / 10 to 03 / 31 / 12 .
(Initial start date) (Amendment end date)

Appendix B
 Table A

CHILDHOOD LEAD POISONING PREVENTION PROGRAM
 OPERATING BUDGET AND FUNDING REQUEST
 Contract Period: October 1, 2011- March 31, 2012

	Total Expense	Amount Requested from NYS	3rd Party	Other Source	Specify Other Source
Total Personal Services	\$107,528	\$48,248		\$59,280	In-Kind
Total Non Personal Services	\$383,126	\$328,126		\$55,000	In-Kind
GRAND TOTAL	\$490,654	\$376,374		\$114,280	

Appendix B
Table A-2
CHILDHOOD LEAD POISONING PREVENTION PROGRAM
OPERATING BUDGET AND FUNDING REQUEST
Contract Period: October 1, 2011 - March 31, 2012

NON PERSONAL SERVICES	Title	Total Expense	Amount Requested from NYS	3rd Party	Other Source	Specify Other Source
	Office Supplies	900	900			
	Equipment	0	0			
	Office Equipment	0	0			
	Computer Hardware	13,696	13,696			
	Other Materials/supplies	3,249	3,249			
	Cell phones	150	150			
	Medical Supplies	302	302			
	Mailings/Postage	1,000	1,000			
	Printing/forms development	1,000	1,000			
	Travel Administration	600	600			
	Travel Program	95	95			
	Interpretation	5,200	5,200			
	IT Lead Safe Housing Registry Dbse.	250	250			
	IT Website Development and Maintenance	1,000	1,000			
	Media Line	2,478	2,478			
	Training/Seminars Refreshments	100	100			
	Training/MVCC Renovator/Windows	9,381	9,381			
	Contracts:					
	Unyse Labs for sampling/clearance	12,835	12,835			
	Remediation Package	11,050	11,050			
	City of Utica codes contract	0	0			
	Neighborhood Center	97,201	97,201			
	Mohawk Valley Community Action Agency/Head Start Outreach	0	0			
	Lead Education Seminar	0	0			
	Student Interns	4,248	4,248			
	Q/LPP Project Mgr. 780 hrs. @\$55.00/hr.	42,500	0		42,500	In-Kind
	1000 hours @\$55.00/hr.	\$207,235	\$164,735	\$0	\$42,500	In Kind

BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT
FORM B-1
PERSONAL SERVICES

Contractor Name: Oneida County

Contract Period: October 1, 2011 - March 31, 2012

Contract Number: # CO26835

Amendment # X-026835-1

PERSONAL SERVICE

Title	Incumbent	Description
Public Health Director	Gayle Jones	Administrative oversight of LPP program, LPP Project Manager reports to Director
Fiscal Services Administrator	Thomas Engle	Fiscal management of LPP grant
Asst. County Attorney	Brian Miga	Legal/enforcement duties associated with LPP grant
Public Education Coordinator	Kenneth Fanelli	Public Information, prepares press releases, writes PSAs, articles, media contact
Public Health Educator	Krista Drake	Assists with lead community education and outreach programs, property owner seminars, Farmer's Market.
Dir. Environmental Health	Daniel Gilmore	Administers EH programs
Sr. PH Sanitarian (FZ)	Francis Zimmer	Provides risk assessor and XRF services, conducts inspections, prepares enforcement documents, testifies for enforcement hearings, works with owners undergoing enforcements.
Principal Clerk	Jackie Makuch	Answers LPP phones when Administrative Assistant is off or busy, orders supplies, directs property owners to staff for assistance.
Community Health Worker	Marcella Lee	Provides LPP educational materials and program offerings to her clients and makes referrals to LPP.
Community Health Worker Administrative Assistant	Betty Jones	Oversees community health worker program and makes referrals to LPP.
Community Health Worker	Jazmina Hodzic	Provides LPP educational materials and program offerings to her clients and makes referrals to LPP.
Community Health Worker	Angel Woolheater	Provides LPP educational materials and program offerings to her clients and makes referrals to LPP.
MCH Nurse	Stacey Farrell	Provides LPP educational materials and program offerings to her clients
MCH Nurse	Kim Brucker	Provides LPP educational materials and program offerings to her clients

BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT

FORM B-3

NON PERSONAL SERVICES (NPS)

Contractor: Oneida County Health Department

Contract Period: October 1, 2011 - March 31, 2012

Contract Number: # CO26835

Amendment # X-026835-1

NON PERSONAL SERVICES (NPS)

Item	Cost	Description
Office Supplies	\$900	Supplies needed to run an efficient office, supplies for educational programs, paper, card stock, markers, supplies for mailing including envelopes, labels, letterhead, folders, hanging folders, ink cartridges, tape, staples, ziplock bags and giant zip lock bags for HEPA program, laminating film, printer paper, pens, business cards, presentation folders, boxes for mailing.
Equipment	\$0	No supplies needed in this line during the extension.
Office Equipment	\$0	No supplies needed in this line during the extension.
Computer Hardware	\$13,696	4 laptop/Tough Book type convertible to tablet field use computers @\$3,424. ea. necessary for field staff to increase efficiency, improve productivity and unit production and enforcement activities based on time study of field visits, documentation time and reporting writing.
Other Materials and Supplies	\$3,249	\$189. for contractor & zip lock bags for HEPA vacuums, \$3,060. for 102 cleaning kits at \$30. each including Clorox Ready or Swiffer Wet mop @\$23. ea., Simple Green cleaner at \$4.00 each (24oz), paper towel for window cleaning and mopping to reduce lead dust hazards (3) rolls @\$1. ea., Cost of cleaning supply kit items is determined by competitive bid process as required by County Purchasing policy.
Medical Supplies	\$302	Gloves for taking dust sampling specimens, shoe covers to prevent getting lead dust on shoes
Cell phones	\$150	3 cell phones @\$50. ea. County supplies minutes from its pooled minutes, necessary for field staff communication with office
Mailings/Postage	\$1,000	For correspondence with landlords, contractors, clients, general mailing, Notice & Informations via certified and regular mail, county/city clerk mailings
Printing/forms development	\$1,000	Printing forms, educational materials, handouts, printing for property owner seminars.
Travel Administration	\$600	Travel for required meetings, seminars

Andrew Stanier, Kieya Ramos Student Interns

\$5,052

Student interns responsible to assist LPP with putting together charts, filing, preparation of materials and packets for health fairs, community presentations, assists staff at community presentations, assists Sampling Staff during inspections, works with Senior Sanitarian to take digital photos of BLL 10-14 units, prepares room sketches for inspections, updating digital photographs for inspection sweeps program. 388.6 hrs X \$13./Hr.

City of Utica Codes Contract

\$0

Per contract with Oneida County Health Department, codes officers are deputized to cite NYS Public Health Law for conditions conducive to lead poisoning whenever they are citing NYS Property Maintenance Code for chipping and peeling interior/exterior paint in high risk designated area. Rate based on study of per unit cost and is appendix of contract with City. This supports increased enforcement and fines for non-compliance. City has imbedded Public Health law on their e-tablets, provide Notice & Order, photographs on violation to County who enforces on the Public Health Law portion. Covers cost of 300 inspections by Codes for LPP program.

Neighborhood Center

\$184,579

Provides 2.5 FTE home visitation staff for LPP home visits to enroll families with new babies, provides lead prevention education, conducts dust sampling and visual inspections, makes referrals, phone calls on client's behalf, schedules Pb testing, takes digital photos of hazards, performs initial ASQs, makes referrals to Early Intervention program, draws floor plans for Notice & Information, prepares Notice & Information, documentation in client's records and Quality Management Tracking tool, assists at LSWP trainings, community presentations, landlord seminars. Conducts home visits and inspections for children with BLL 10-14 if parents accept. Provides 1.0 FTE Data Manager/Risk Assessor staff that is responsible for all LPP data input into database, updates Quality Management tracking tool, runs HEPA vacuum loaner program & assists Sanitarian with initial and re-inspections. Provides (1) Administrative Assistant enrolls & schedules all clients, visitation staff and interpreters, processes Notice & Information, handles phones and all office duties to support LPP team, enrolls landlord

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any

employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in

accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business
Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

November 18, 2011

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

FN 20 11 - 341

PUBLIC HEALTH

WAYS & MEANS



Dear Mr. Picente:

The *Women, Infants, and Children (WIC) Program* is a grant funded program that provides services to income eligible clients who are found to be at nutritional risk.

The Enhanced WIC Peer Counselor Program (EPC) is a one of five (5) WIC core services. Over the past year we have increased the amount of hours our Peer Counselors are available in WIC clinics throughout the county. This increase was possible through WIC funds that are available specifically to support the EPC program. In addition, to meet the needs of our culturally diverse participants we have contracted with MAMI to provide Burmese/Karen interpretation services at our main Utica WIC office once a month. These services have been approved by the State WIC Program and will be fully reimbursed.

We are, therefore, requesting the following transfer for the **2011** fiscal year:

From: A4082.495 – Other Expenses..... \$15,000

To: A4082.195 - Other Fees and Services \$15,000

Please request the Board of Legislators to act upon the above-mentioned transfer.

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

Sincerely,

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

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

Anthony J. Picente, Jr.
County Executive
Date 11/22/11

cc: T. Keeler, Director of Budget
T. Engle, Fiscal Services Administrator

ry



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

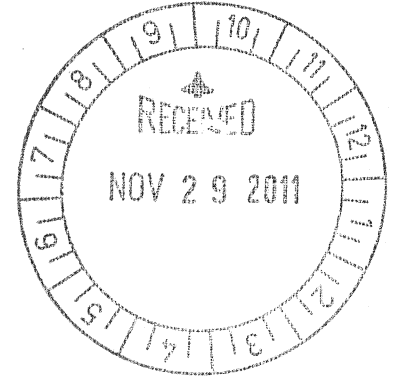
235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail. ofa@ocgov.net

FN 20 11 - 342



PUBLIC HEALTH

WAYS & MEANS

November 7, 2011

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

Dear Mr. Picente:

I am submitting the following Letter of Agreement between the Oneida County Office for the Aging/ Office of Continuing Care and the Lutheran Home of Central New York, for your review and approval.

This Agreement is for the provision of Adult Day Services. This agreement will continue to provide community based long term care services to the frail and elderly and save taxpayer dollars by preventing premature nursing home placement. The total amount of this agreement is \$55,000.00.00, with 75% State (\$41,250.00) and 25 % (\$13,750.00) County funds with no new county dollars involved.

This contract commences January 1, 2012 and terminates December 31, 2012.

I am available at your convenience to answer any questions you may have regarding this agreement.

Sincerely,

Michael J. Romano
Director

MJR/grb
Enc.

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

Anthony J. Picente, Jr.
County Executive

Date 11/22/11

Oneida County Department: **Office for the Aging**

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**Oneida County Board of Legislators
Contract Summary**

Name of Proposing Organization: **The Lutheran Homes of CNY, Inc. /DIAL**

Title of Activity or Service: Social Adult Day Care

Proposed Dates of Operation: January 1, 2012 through December 31, 2012

Client Population/Number to be Served: Frail elderly age 60+ with functional impairment.

Summary Statements:

1) Narrative Description of Proposed Services.

Social Model Adult Day Services is a structured five hour, five day a week adult day care that serves frail elderly individuals in a supervised group setting. The program is in compliance with the New York State Regulations for Social Adult Day Care. Eligible participants must be age 60 or older and functionally impaired, meaning needing assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring and eating; or needing supervision due to cognitive and /or psycho-social impairment. Services include a noon meal and transportation to and from the program

2) Program/Service Objectives and Outcomes.

- To provide 5-hour per weekday adult day care programming
- To provide noon meal and transportation
- To provide services that include socialization, supervision and monitoring, personal care, nutrition, appropriate activities- maintenance and enhancement of daily living skills, caregiver assistance and transportation.
- To provide intergenerational programming to ensure a mutually beneficial social opportunity for program participants and area youth

3) Program Design and Staffing Level

Each adult day service provider will serve OFA authorized participants with a structured 5-hour program that meets the NY State regulations. Each site will have a coordinator and sufficient staff, both paid and volunteer, to supervise participants in a safe environment, and the staff will provide appropriate activities and therapies that will enhance the participant's general wellbeing.

Oneida County Department Funding Recommendation: \$ 60.00 /day

Proposed Funding Source (Federal/State/County): \$55,000.00 ACCT#: A6772.495.116

Federal: \$0 State: 75% (\$ 41,250.00) County: 25% (\$ 13,750.00)

Cost per Client Served: \$60.00 per client per five hour day

Past Performance Data: The DIAL program has provided social adult day care since 1984

Oneida County Department Staff Comments:

AGREEMENT

This is an Agreement by and between **THE LUTHERAN HOME OF CENTRAL NEW YORK, INC.**, located at 108 Utica Road, Clinton, New York 13323, hereinafter known as "**CONTRACTOR**"; and **COUNTY OF ONEIDA, OFFICE FOR THE AGING/OFFICE OF CONTINUING CARE**, located at 235 Elizabeth Street, Utica, New York 13501, hereinafter known as the "**OFFICE**".

WITNESSETH:

WHEREAS, the OFFICE has the primary responsibility for the overall planning and coordination of OFFICE funds including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, WRAP, LTCOP; and County of Oneida funds.

WHEREAS, the OFFICE has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the OFFICE; and

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. STANDARD ASSURANCES

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

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

C. The CONTRACTOR shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from

participation in, be denied the benefits of, or be subjects to discrimination under any program or activity receiving Federal/State financial assistance.

E. The CONTRACTOR shall clearly provide clients an opportunity to confidentially and voluntarily contribute to the cost of the CSEP/III E services received through this Agreement.

F. The CONTRACTOR agrees to hire qualified persons as specified in the respective job description(s), and to maintain the number of staff workers specified in the personnel section of the proposal. If personal care services are provided these will be performed by an individual who holds a Personal Care Aide, or Certified Nurses Aide certificate.

G. When appropriate, the CONTRACTOR shall attempt to recruit volunteers into the program to assist staff and clients.

H. The CONTRACTOR shall obtain, and submit to the OFFICE, three (3) copies of mutually signed, written Agreements existing between the CONTRACTOR and other service providers providing support to this contracted program.

I. The CONTRACTOR understands that all equipment acquired with CSEP/III E funds shall remain the property of the OFFICE; if the contract and/or program is terminated, the OFFICE shall issue a claim to said equipment in accordance with the Code of Federal Regulations 45-74, as amended 1980.

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

2. FISCAL REQUIREMENTS

A. The CONTRACTOR shall keep CSEP/III E funds separate; further, state and federal funds shall not be used as local share (match).

B. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the OFFICE Voucher Instructions.

C. The OFFICE will be responsible for sending monthly donation letters and collecting participant contributions for all participants who attend Office for the Aging / Office of Continuing Care funded day care program. Any contributions received by the CONTRACTOR for Office for the Aging / Office of Continuing Care funded participant, directly, will be reported and deducted on monthly vouchers by the CONTRACTOR.

D. The CONTRACTOR shall report to the OFFICE any and all additional moneys or program income (contributions, donations,) given to the CSEP/IIIIE supported programs. "Program income means gross income received by the subcontractor directly generated by a (OFFICE) grant supported activity, or earned as a result of the (OFFICE) grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The CONTRACTOR shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements, other grants, within its program budget.

F. The OFFICE shall conduct periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The CONTRACTOR shall agree to have an independent audit conducted for the contracted program if it has been a CONTRACTOR for two (2) years or more; a copy of the audit shall be submitted to the OFFICE upon completion of the program/fiscal audit conducted by the outside auditor.

H. The CONTRACTOR shall maintain fiscal records for six (6) years and shall make them available for OFFICE review upon request.

I. The CONTRACTOR shall cooperate with the close-out audit that is required when the contract is terminated.

J. The CONTRACTOR shall follow close-out procedures administered by the OFFICE in accordance with the Code of Federal Regulations 45-74, as amended 1980.

3. INSURANCE COVERAGE REQUIREMENTS

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

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

injuries, death or damages by attributable to the negligence or any other acts of the CONTRACTOR, its employees, volunteers, agents or otherwise.

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

4. REPORTING REQUIREMENTS

A. The CONTRACTOR shall, in pursuit of OFFICE CSEP/IIIE funded programs, comply with the Definition of Services, September 1996, as established by the New York State Office for the Aging (96-PI-43).

B. The CONTRACTOR shall provide the OFFICE with timely information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS).

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

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

E. The CONTRACTOR shall submit a final Program Summary Report to the OFFICE within thirty (30) days of the end of the program year; the report shall cover the achievement of program outcomes.

F. The CONTRACTOR will report service units according to New York State Office for the Aging definition of services, as appropriate and applicable relative to the scope of service provided through this agreement. The OFFICE shall provide the CONTRACTOR with current service definitions and appropriate reporting forms within 30 days of execution of this agreement

5. GRIEVANCE PROCEDURES

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

6. COORDINATION REQUIREMENTS

A. The CONTRACTOR and the OFFICE agree to coordinate service activities and referrals with other service providers to ensure that older residents of Oneida County with the greatest economic and social needs (target groups) are being met.

B. The CONTRACTOR agrees to comply with policies ensuring client confidentiality, as established by the New York State Office for the Aging (SOFA) and the OFFICE, when information sharing between agencies is crucial to the client's well being and is needed to ensure effective service

provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

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

7. CONTRACT CANCELLATION

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

B. The CONTRACTOR and the OFFICE reserve the right to cancel the Agreement upon sixty (60) days written notice to the other party.

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

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

8. CONTRACT RENEWAL

The OFFICE and the CONTRACTOR shall negotiate the contract annually.

9. NO CLAIM FOR DAMAGES

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

10. COMPLIANCE WITH REGULATIONS

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

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

11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

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

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

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

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

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

1. The Contractor certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application
- C. DRUG-FREE WORKPLACE (CONTRACTOR OTHER THAN INDIVIDUALS): As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-
1. The Contractor that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);

- (d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the contract, the employee will-
 - 1. Abide by the terms of the statement and;
 - 2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to the Office.
 - (f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
- D. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

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

- A. As a condition of the contract, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the contract; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to the Office.
- C.

Grievance Procedures

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

Right to File a Grievance

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

Denial of Service or Client's Unsatisfaction of Service

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

Grievance Process

Filing a Grievance

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

Investigation and Response to a Grievance

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

Appeal of Initial Response/Decision

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

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

Record Keeping

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

Confidentiality

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

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

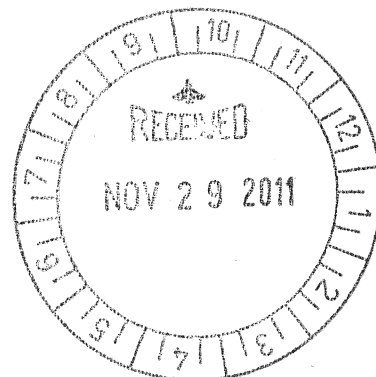
October 31, 2011

FN 20 11 - 343

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

PUBLIC HEALTH

WAYS & MEANS



Dear Mr. Picente:

Attached are three (3) copies of an agreement between Oneida County through its Health Department – Special Children’s Services and Value Management Consultants (VMC).

The purpose of this agreement is to provide transportation consultant services to be performed in connection with the management of the transportation of preschool/early intervention children from each child’s childcare location to such child’s special services or programs and return.

Year 1 Funding – County Dollars \$57,105

Year 2 Funding – County Dollars \$58,533

Year 3 Funding – County Dollars \$59,996

The term of this agreement shall become effective August 1, 2011 and shall continue thereafter for a period of three (3) years, July 31, 2014. The County is granted two (2) options to extend the term for an additional period of one (1) year. The reason this agreement is being submitted for signature after the effective date is due to changes made to the agreement.

If this agreement meets with your approval, please forward to the Board of Legislators.

Feel free to contact Barbara Pellegrino, Director of Special Children’s Services at 798-5223 or myself at 798-5220, should you require additional information.

Sincerely,

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

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

Anthony J. Picente, Jr.
County Executive

Date 11/16/11

attachments
ry

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Special Children Services

NAME AND ADDRESS OF VENDOR: The VMC Group, Inc.
9701 Niagara Falls Boulevard, Suite 1A
Niagara Falls, New York 14304

CONTACT PERSON: Barbara Pellegrino, Director of Special Children Services

SUMMARY STATEMENTS: This contract is for transportation consultant services to be performed in connection with the management of the transportation of preschool/early intervention children from each child's childcare location to such child's special services or programs and return.

Year 1

Funding Source: Contract \$131,000 Annual Services
\$ 10,000 Pre-Routing Analysis

State Funds \$83,895

County Dollars: Previous Contract \$56,093

County Dollars: This Contract \$57,105

If County requires the formulation of a bid, the contractor will perform such service at a rate of \$5,000.

Year 2

Funding Source: Contract \$ 134,276 Annual Services
\$ 10,250 Pre-Routing Analysis

State Funds \$85,993

County Dollars: Previous Contract N/A

County Dollars: This Contract \$58,533

If County requires the formulation of a bid, the contractor will perform such service at a rate of \$5,125.

Year 3

Funding Source: Contract \$137,632 Annual Services
\$ 10,506 Pre-Routing Analysis

State Funds \$88,142

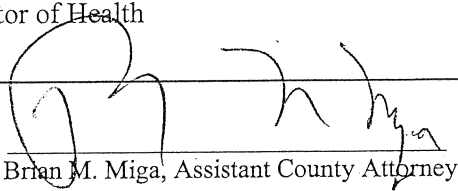
County Dollars: N/A

County Dollars: This Contract \$ 59,996

If County requires the formulation of a bid, the contractor will perform such service at a rate of \$5,253.

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

DATE: September 30, 2011

Contract Reviewed By:  Brian M. Miga, Assistant County Attorney
Date: <u>10-11-11</u>

TRANSPORTATION MANAGEMENT SERVICES AGREEMENT
BETWEEN THE COUNTY OF ONEIDA AND THE VMC GROUP, INC.

This agreement made this 16th day of June, 2011, by and between the County of Oneida, a municipality of the State of New York, acting through its duly constituted Department of Health with offices at 185 Genesee Street, 5th floor, Utica, New York, 13501, hereinafter referred to as the "County", and the VMC Group, Inc., a New York Corporation, having its main offices at 9701 Niagara Falls Boulevard, Suite 1A, Niagara Falls, New York, 14304, hereinafter referred to as the "Contractor".

WITNESSETH

WHEREAS, pursuant to New York State Education Law, Section 4410, Public Health Law Section 2559-1, and under Title 110-A of Article 25 of the Public Health Law, Part 69 of Subchapter H of Chapter 11 of Title 10, Health, the County is required to transport certain children under five years of age with handicapping conditions, Preschool/EI Children from their respective childcare locations to special services or programs and return; and

WHEREAS, the County recognizes that advantages may result from certain Transportation Management and/or Consulting Services ("TMS Services"); and

WHEREAS, the Contractor is engaged in the business of providing TMS Services to municipal governments; and

WHEREAS, the Contractor covenants that it possesses or can make available all necessary qualified personnel and expertise to perform, or have performed, the Contracted Services required pursuant to the terms of this agreement.

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

CONTRACT REQUIREMENTS:

The Contractor shall be responsible for maintaining adequate staffing. The Contractor shall provide a list of the staffing indicating title and duties.

The Contractor shall be responsible for maintaining the qualifications of their staff. This includes ensuring that all employees assigned to overseeing the transportation management services possess the required education, knowledge, experience, and character necessary to qualify them individually for the particular duties they perform.

RESPONSIBILITY OF THE PARTIES

- I. The County shall provide all data, statistics and records, and arrange for the availability and cooperation of County staff members, as may be reasonably necessary or desirable in the Contractor's opinion to permit the Contractor to provide the contracted services as herein contemplated.

II. The County shall use its best efforts to implement such reasonable recommendations for changes in the transportation routing, and to work with the Contractor in the implementation of the electronic routing software selected for use by the Contractor. It is understood that the foregoing is intended to provide the County with optimized transportation routes.

A. Cost Control

The Contractor shall be responsible for performing the following duties:

1. Monitor the Transporters(s) operating performance. A vehicle, driver and driver assistant inspection which includes observation of vehicle condition, vehicle and driver/driver assistant knowledge and qualifications, driver and driver assistant conduct, and timeliness of service will take place. Review topics of Transporter staff training sessions to ensure topics include all those required by the bid specifications.
2. Conduct on-site vehicle, loading and service inspections. Such field inspections shall be conducted for the purpose of vehicle safety and cost efficiency. No less than two (2) days of such inspections shall be conducted every month the schools are open. Liquidated damage services will involve follow-up meetings with the County and Transporter(s) to review the results of the field inspections. Contractor will calculate the potential liquidated damages and review the same with the transporter(s).
3. Contractor shall be responsible for oversight of the transportation provider with respect to:
 - a. Route Scheduling – the Contractor shall be responsible for ensuring that a route can be completed in less than a one (1) hour and fifteen (15) minute period within the County, unless otherwise directed by the Department.
 - b. Vehicle – the Contractor shall be responsible for ensuring that each student/vehicle type and specific route information is maintained daily.
 - c. Route Optimization – the Contractor shall be responsible for maintaining efficiencies throughout the school year. These efficiencies will be realized by monitoring vehicle load factors, transportation needs of children, pick-up/drop-off locations, location of the program providers(s), location of transportation contractors(s) yard(s), and program session times.
4. Review and approve all bus routes, in addition to making day-to-day changes which seem necessary with respect to routes, number of vehicles and other operating matters, and inform the County of such change. Continual computer analysis is required to ensure additional vehicles are minimized. Routes are “field-tested” when requested.
5. The Contractor shall be responsible for maintaining a transportation database management system that relates to the reporting and routing requirements of the County’s preschool program. The County shall have access to all transportation management databases relative to transportation bus routing of the County’s passengers.
6. The Contractor shall maintain hard copies of student data related to transportation, and shall maintain a database of such student information. Such information shall be data entered, organized and edited. In addition, the Contractor shall produce reports

- containing such student data as required by the County. Due to the nature of the population to be transported, this information shall be kept current at all times.
7. The Contractor shall be responsible for processing and reviewing transporter vouchers and supporting documentation in accordance with the County's requirements. The Contractor will certify that such documents are correct and then submit them to the County for processing/payment. These duties shall be performed in accordance with the requirements for Transportation Cost Accounting. The Contractor will require that all such invoices and supporting documentation are provided in a standardized format for Medicaid audit purposes and/or to control costs by calculating the cost-per-student-per day.

Cost Control Computer Reporting Requirements: The Contractor shall:

1. Maintain an electronic version of student information that at a minimum contains the required data. This database shall integrate with the vehicle logistical system.
2. Maintain student transportation authorizations and attendance records and ensure that these records have information regarding the number of one-way trips provided, in a reporting manner and format established by the County.
3. Maintain a vehicle logistical and information system that provides efficient vehicle routes and runs, designed for students with disabilities, and a database that integrates with a student database and a cost accounting system.
4. Maintain computer capabilities as it pertains to finance – accounting, billing, invoices and record keeping. Such computer capabilities shall be in accordance with the requirements for Transportation Cost Accounting.
5. Maintain computer capabilities as it pertains to student attendance. Such computer capabilities shall be in accordance with the requirements for Transportation Cost Accounting.
6. A computer software demonstration will be required to confirm the use of a system that allows for the simultaneous and continuous visual and text comparison of the Transportation Contractor(s) routes with the Contractor's version of efficient routes. In addition, the Contractor shall demonstrate that the vehicle routes and rosters (i.e. names of each student scheduled to ride each vehicle) are electronically integrated with the cost accounting software. This demonstration shall require the use of a full set of scrambled data from a New York State County Children with Special Needs Program to demonstrate that the software proposed by the Contractor meets the requirements described in the Appendices, and that it has performed in a successful manner for another New York State County Children with Special Needs Program.

B. Bid Specification Pre-Routing and Analysis

The Contractor shall be responsible for performing the following duties:

1. Create vehicle routes. Such routes shall include the vehicle type (i.e. sedan, van, bus), zones, units of payment to the transporter (i.e. price/vehicle/day, price/mile, etc.) to be applied to and be a part of the County's transportation bid specifications. The Contractor shall provide a sample of the bid sheet format it would attach to bid specifications, which shows the items Transporters would be asked to provide process for.

2. Analyze the Transportation Contractor(s) bids after bids are received, and make award recommendations to the County.
3. Subsequent to the award of Transporter contracts by the County, create a projected transportation budget for a twelve-month period.

C. Bid Specification Formulation

The County shall have the option to request that the Contractor perform certain services in connection with the formulation of transportation bid specifications. In the event the County so elects, the Contractor shall be responsible for performing one or more the following duties as designated by the County:

1. Assist the County in creating competition among Transportation Contractors by researching local Transporters who have not participated in recent Preschool/Early Intervention transportation bid processes, researching County, and contacting each potential transportation service contractor to provide information concerning the County's program and the bid requirements; and/or
2. Draft bid specification language including updates and modifications of NYSDOH, NYSDSS, DMV, and DOT regulations and in collaboration with the County, draft the service and equipment specifications as required by law for inclusion in County bids for preschool transportation services, and coordinate the County's release and distribution of the completed bid specifications; and/or
3. Attend or conduct pre-bid conferences as determined by the County, to explain to potential bidders/transportation contractors the nature of the services which are subject to bid, and to answer questions with respect to the service, equipment, and price structure of the bid specifications. The Contractor will take, and, as the County determines, distribute minutes of questions asked, answers given, and other matters discussed at of such pre-bid conferences. Subsequent to the pre-bid conference the Contractor will draft any amendments to the bid specification that are required. The Contractor will review and analyze bids submitted and recommend lowest qualified bidder, provide advice with regard to the transporter(s) final contract(s) and produce a projection of budget requirements as a consequence of recommended lowest qualified bidder.

D. Point of Contact

The County shall have the option to request that the Contractor perform certain customer service and safety services. In the event the County so elects, the Contractor shall be responsible for performing the following duties:

1. The Contractor shall be responsible for all communication that cannot readily be handled by the Transportation Contractor(s), from parents/guardians of students receiving transportation to and/or from center-based programs. Such communication shall include, if feasible and within federal, state and local laws and guidelines, resolution of parent/guardian concerns by motivating, and problem solving with, the Transportation Contractor(s).
2. The Contractor shall be the focal point and coordinator of all issues related to the transportation of the County's Preschool/Early Intervention students. This

duty shall include communications with the County, school district CPSE's program/service providers, parents/guardians, and/or Transportation Contractor(s).

3. As necessary, the Contractor shall hold meetings with parents/guardians and Transportation Contractors(s) so as to resolve complaints.
4. The Contractor shall hold "quality assurance" meetings with program provider staff and periodic meetings with the program providers and school district CPSE's to encourage contact with the Contractor so that concerns can be resolved (or answered) before becoming formal complaints.
5. Maintain an electronic record (a communication log) of pertinent communications the Contractor has with the Transportation Contractor, parents, CPSE's program providers, the County, and/or any other person with respect to the County's preschool program for children with disabilities. Prepare and forward to the Department on a monthly basis, automated reports from Contractor's communication log. Such reports shall be sorted so that they categorize the nature of, and describe the communication, show the current status, follow-up reminders, and resolution (or recommended resolution) of serious incidents (e.g. accidents), sensitive issues, complaints, and other communication received by the Contractor.

Point of Contact Computer Reporting Requirements: In the event the County elects to have the Contractor perform the duties specified under this Section D (Point of Contact) the Contractor shall:

1. Because the mentioned communications provide a necessary oversight of the transportation service and circumstances surrounding each concern/incident, a continuous historical log must be maintained. This log shall be maintained in a software database that isolates and acts as a reminder for each concern/incident that has not yet been resolved. Such database shall automatically create a variety of reports and sorts. These reports shall categorize and describe serious incidents (e.g. accidents), sensitive issues, complaints, and other communication received by the Contractor from parents/guardians, program providers, Transportation Contractors, the Department and/or CPSE's, and collaborative actions with program providers, CPSE's, transporter(s), and the County. These reports shall also describe cost control status, and safety and other activities.
2. The Contractor shall provide that the County is able to view the described communications database from a station located in the County's offices.
3. If the County elects this service, a demonstration of the communication log software system will be required. Such demonstration shall use live but scrambled data (i.e. student names are not identified) from a New York State County Children with Special Needs Program to demonstrate that the software proposed by the Contractor meets the requirements described in the Appendices, and that it has performed in a successful manner for another New York State County Children with Special Needs Program.

Point of Contact Office Hours of Operation: In the event the County elects to have the Contractor perform the duties specified under this Section D (Point of Contact) the Contractor shall:

1. Staff an office beginning at 6:30 a.m. and in accordance with school/center calendars and session times.
2. Have an answering service or messaging system in place seven days a week when staff is not available.
3. During the summer months, if reduced schedules by schools/centers are in effect, the Contractor shall confer with the Department for mutually agreed upon hours of operation.
4. In all circumstances, the Contractor shall not close its office at the end of the school day until it has been confirmed by the Transportation Contractor(s) that all children have been safely delivered to their designated or alternative drop-off points.

E. Payment

Contract Fee: With respect to, and in consideration of the Contractor's performance of the Contract Services, the County shall pay to the Contractor the following amounts:

- a. First Contract Year:
 - i. Annual Services: With respect to Annual Services to be performed by the Contractor during the First Contract Year, payment will be in the amount of One Hundred Thirty-One Thousand Dollars (\$131,000.00);
 - ii. Bid Specifications: It is understood that Transporter Bid Specifications Pre-Routing analysis during the first year of the contract will be Ten Thousand Dollars (\$10,000.00) in connection with such Bid Specifications a computerized design of "transportation corridors" will have to be completed.
 - iii. In the event the County requires the formulation of bid specifications, the contractor will perform such service at a rate of Five Thousand Dollars (\$5,000.00) for the first year of the contract.
- b. Second Contract Year:
 - i. Annual Services: With respect to Annual Services to be performed by the Contractor during the Second Contract Year, payment will be in the amount of One Hundred Thirty Four Thousand, Two Hundred Seventy Six Dollars (\$134,276);
 - ii. Bid Specifications: It is understood that Transporter Bid Specifications Pre-Routing analysis during the second year of the contract will be Ten Thousand Two Hundred Fifty Dollars (\$10,250); in connection with such Bid Specifications a computerized design of "transportation corridors" will have to be completed.
 - iii. In the Event the County requires the formulation of bid specifications, the contractor will perform such service at a rate of Five Thousand One Hundred Twenty Five Dollars (\$5,125) for the second year of the contract.

- c. **Third Contract Year:**
 - i. Annual Services: With respect to Annual Services to be performed by the Contractor during the third contract year, payment will be One Hundred Thirty Seven, Six Hundred Thirty Two Dollars (\$137,632);
 - ii. Bid Specifications: It is understood that Transporter Bid Specifications Pre-Routing analysis during the third year of the contract will be Ten Thousand Five Hundred Six Dollars (\$10,506); in connection with such Bid Specifications a computerized design of “transportation corridors” will have to be completed.
 - iii. In the event the County requires the formulation of bid specifications, the Contractor will perform such service at a rate of \$5,253 (Five Thousand Two Hundred and Fifty Three Dollars) for the third year of the contract.
- d. In the event the County exercises its option to extend the Term for a first option to period, the Contract Fee for such first option period shall be the Contract Fee paid during the Third Contract Year, increased by two and one-half (2 ½%) percent.
- e. In the event the County exercises its option to extend the Term for a second option period, the Contract Fee for such second option period shall be the Contract Fee paid during the first option period, increased by two and one-half (2 ½%) percent.

F. Payment:

- i. Annual Services: The fee with respect to the Annual Services shall be paid in equal monthly installments, and shall be paid promptly after last day of each month, upon the County’s receipt of the Contractor’s invoice together with and any voucher(s) required by the County.
- ii. Bid Specification Formulation:
The fee specified shall be paid promptly after the opening of the Transporter bids, upon the County’s receipt of the Contractor’s invoice together with and any voucher(s) required by the County.

G. Safety and Customer Service

The County shall have the option to request that the Contractor perform certain customer service and safety services. In the event the Department so elects, the Contractor shall be responsible for performing the following duties:

1. Hold meetings with each school/instruction center in order to consult with such center’s staff and affected parents so as to determine the principal concerns that need to be addressed.
2. If bids are sought for a Transportation Contractor(s), after contract(s) are awarded to the successful bidder(s), the Contractor will assist the selected Transportation Contractor(s) in the start-up of service.
3. Monitor the Transportation contractor(s) compliance with the technical

- requirements contained in the bid specifications.
4. Conduct on-site vehicle, loading, and service inspections. Such inspections shall be for the purpose of student safety and service. Two full days of such safety and service inspections shall be conducted each month.
 5. Monitor the proper maintenance and cleaning of the Transportation Contractor(s) vehicles.
 6. Conduct regular meetings with the Transportation Contractor(s) to reinforce effective safety strategies and participate in safety training workshops. In the event the Department elects this service, the Contractor shall maintain a safety library which must include materials for utilization by the Transportation Contractor's staff, County personnel and school/center personnel for the improvement of transportation services and safety.
 7. Monitor the Transportation Contractor(s) communications systems.
 8. Utilize a meteorological service and assist the County in determining whether to suspend transportation due to weather.
 9. Monitor the existence of proper safety and training programs at the Transportation Contractor(s) facilities.
 10. Conduct periodic meetings with center-based program staff and parents to review service.
 11. Prepare, maintain and update a Parent Transportation Booklet in accordance with current County policy, procedures and requirements. This booklet shall include policies, parent responsibilities, safety issues, weather and snow emergency information, key telephone numbers, etc.
 12. Provide advice to the County concerning any inquiries or complaints received by the County which require special attention regarding the Transportation Contractor(s) service performance.
 13. Provide coordination among the County and the client schools/centers and parents.
 14. Notify the County of (a) failures by the Transportation Contractors(s) to (a) comply with bid specification requirements, requirements of the Vehicle & Traffic Law, Motor Vehicle Law, regulations and rulings of the New York State Commissioner of Education, and all other legal requirements concerning the transportation of preschool and/or Early Intervention children, (b) other failures by the Transportation Contractor(s) to comply with the terms of contractual requirements inquiries and complaints and their disposition.
 15. Maintain an electronic record (a communication log) of pertinent communications the Contractor has with the Transportation Contractor, parents, CPSE's program providers, the County, and/or any other person with respect to the County's Preschool Program for children with disabilities. Prepare and forward to the County on a monthly basis, automated reports from the County's communication log. Such reports shall be sorted so that they categorize, describe, show the current status, follow-up reminders, and resolution (or recommended resolution) of serious incidents (e.g. accidents), sensitive issues, complaints, and other communication received by the Contractor. These reports shall also describe cost control status, and the results of on-site vehicle, loading, and service inspections conducted by the Contractor. In addition, these reports shall record findings and

- reports to the County the Transportation Contractor(s) failure to comply with legal and/or contractual requirements as specified in paragraph 14 of Section E.
16. Develop protocols in response to any one or more of the violations and/or contract breaches mentioned in paragraph C (13) above, and maintain a record of such violations and subsequent corrective action.
 17. Conduct other activities necessary to establish and promote high quality transportation services for the County's clients.

Compliance with Federal, State and Local Law Requirements: In the event the County elects to have the Contractor perform the duties specified under this Section G (Safety and Customer Service) the Contractor shall:

1. Assist and monitor each Transportation Contractor(s) in finger printing for screening purposes, as required by applicable laws. The Contractor shall be responsible for ensuring that finger printing is done by the Transportation Contractor(s) for drivers through the Department of Motor Vehicles. The Contractor shall also be responsible for ensuring that finger printing is done by the Transportation Contractor(s) for driver assistants through the Division of Criminal Justice Services. This includes qualifying for and complying with Commissioner of Education Regulation 156.3, Department of Transportation and Motor Vehicle 19A regulations and any applicable local laws.
2. Confirm that all vehicles used in the program are on the New York State Department of Transportation's (DOT's) approved list and are in full compliance with all current rules and regulations of the DOT and contractual requirements for vehicles.
3. Ensure the best interest of the child by submitting for review, by the County's Early Intervention/Preschool Program, any transportation of children more than one (1) hour.
4. Follow all Health Information Portability and Accountability Act (HIPAA) and Family Education, Rights and Privacy Act (FERPA) regulations when ensuring the confidentiality of data and information at all times. This includes working with County staff and consultants.

Safety and Customer Service Computer Reporting Requirements: In the event the County elects to have the Vendor perform the duties specified under this Section G (Safety and Customer Service) the Contractor shall:

1. Maintain computerized files of reports on drivers and driver assistants of each Transportation Contractor under County contract to transport preschool and/or Early Intervention children with disabilities. The Contractor shall be required to make these files available to the County upon request.
2. Assist with and monitor each Transportation Contractor for photo identification of drivers and driver assistants employed in the performance of the program. The Contractor shall be required to make these files available to the County upon request.
3. The Contractor shall maintain hard copies of student data related to transportation, and shall maintain a database of such student information. Such information shall be data entered, organized, and edited. In addition, the Contractor shall produce

reports containing such student data as required by the County. Because of the nature of the population to be transported, this information shall be kept current at all times. The Contractor shall be required to retain all records for children for a period of seven (7) years after the last date of enrollment.

4. Because the mentioned communications provide a necessary transportation service and circumstances surrounding each concern/incident, a continuous historical log must be maintained. This log shall be maintained in a software database that isolates and acts as a reminder for each concern/incident that has not yet been resolved. Such database shall automatically create a variety of reports and sorts. These reports shall categorize and describe serious incidents (e.g. accidents), sensitive issues, complaints, and other communication received by the Contractor from parents/guardians, program providers, Transportation Contractors, the County CPSE's, and collaborative actions with program providers and the County. These reports shall also describe cost control status, and safety and other activities.
5. The Contractor shall provide that the County is able to view the described communications database from a station located in the County's offices.
6. If the Department elects this service, a demonstration of the communication log software system will be required. Such demonstration shall use live but scrambled data (i.e. student names are not identified) from a New York State County with Special Needs Program to demonstrate that the software proposed by the electronic version meets the requirements described in the appendices, and that it has performed in a successful manner for another New York State County Children with Special Needs Program.

Contract Term:

- I. The Term of this Agreement shall commence on August 1, 2011 and shall continue thereafter for a period of three (3) years (First Contract Term).
- II. Option Periods: The County is hereby granted two (2) options to extend the Term for an additional period of one (1) year. Such option shall be deemed to be exercised unless the County gives the Contractor notice that it elects not to exercise such options. Such notice shall be in writing, and shall be given no later than (30) days prior to the date on which the First Contract Term would otherwise have expired.

Relationship:

- I. The Contractor is and will function as an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose, and neither the Contractor nor employees of the Contractor shall in any manner be, or hold themselves out to be, agents or employees of the County.

Indemnification:

- I. The Contractor shall defend, indemnify and hold the County, its' employees and agents harmless from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any neglect or intentional act or

omission of the Contractor, its employees or agents, to the extent of its or their responsibility for such claim, damages, loss or expense.

- II. The County shall give the Contractor prompt notice of any claim to which the foregoing indemnification applies, and the Contractor shall have a right to join in the defense thereof, at its own cost and expense, with counsel of its choice, or at the Contractor's option, to assume the defense of such claim. The County shall not settle any claim to which the foregoing indemnification applies without the Contractor's prior written consent, which consent shall not be unreasonably withheld.

Insurance:

- I. The Contractor agrees to maintain, without additional expense to the County, until the expiration of the applicable statute of limitations for claims (for contract negligence, or otherwise), against the County and the Contractor arising out of the Contractor's performance of this Agreement, insurance of the kinds and in the amounts provided in Exhibit A, annexed hereto and made part of thereof.
- II. A certificate(s) showing that the requirements of this paragraph are met shall be provided to the County promptly after its request thereof. The certificate(s) shall at all times name the County as an additional insured; shall remain in effect at all times during the Term; and shall at all times provide that the policy shall not be changed or canceled until thirty (30) days after written notice is given to the County. This provision shall survive any expiration or termination of this Agreement.

Miscellaneous:

- I. Assignments: The Contractor specifically agrees that the Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of the Contractor's right, title or interest or obligations hereunder, without the prior written consent of the County, which consent may be withheld for any reason; provided, however, that the Contractor may so assign this Agreement and/or any of its interests hereunder to another corporation owned by or owning or acquiring all, or substantially all, of the Contractor's assets.
- II. Conflict of Interest: The Contractor hereby warrants that it has no conflict of interest with respect to the activities to be performed hereunder. If any conflict or potential conflict of interest arises in the future, the Contractor shall promptly notify the County.
- III. Non Discrimination: In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any permitted subcontractors of the Contractor shall, by reason of race, creed, color, national origin, age sex, sexual preference, or disability: (a) discriminate against any person who is qualified and available to perform the work; or (b) discriminate against or

intimidate any employee hired for the performance of work under this Agreement.

- IV. Applicable Law/Venue: This Agreement shall be governed by the laws of the State of New York applicable to agreements entered into and to be entirely performed within the State of New York. In the event either party to this Agreement shall initiate litigation against the other party to protect or enforce any right or benefit in favor of such party under the terms of this Agreement, the parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be Utica, New York.
- V. Invalid Provisions: It is expressly understood and agreed that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition or provision; provided however, that such invalidity does not materially prejudice either the County or the Contractor in their respective obligations contained in the valid covenants, conditions or provisions of this Agreement.
- VI. Severability: If this Agreement contains any unlawful provision that is not an essential part of the Agreement, and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed to be of no effect, and shall be deemed stricken from this Agreement without affect on the binding force of the remainder.
- VII. Notices: Any notices required to be given to the parties hereunder shall be given to:

If to the County:

Gayle D. Jones, PhD., MPH, CHES
Oneida County Health Department
Adirondack Bank Building, 5th floor
185 Genesee Street
Utica, New York 13501

If to the Contractor:

Dr. Charles J. Ganim, President
The VMC Group, Inc.
9701 Niagara Falls Blvd., Suite 1A
Niagara Falls, New York 14304

- VIII. Waiver: One or more waivers by either party of a breach of any provision, term, condition or covenant herein contained shall not be construed by the other party as a waiver of any subsequent breach of same.

- IX. Entire Agreement: The terms of this Agreement, including its attachments and exhibits, represent the full and final intent of the parties. Any modifications, rescission or waiver of the terms of this Agreement will be effective only if evidenced by a subsequent writing which is executed and acknowledged by the parties with the same formalities accorded in this basis Agreement.
- X. Non-Appropriations: the Contractor expressly acknowledges and agrees that this Agreement shall be considered executory to the extent that New York State or Federal funding is relied upon by the County for the payment of any goods, labor, or services to be furnished by the Contractor under the terms and provisions of hereof, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to the Contractor.

Terminations

- I. Acts of Default: If, at any time during the Contract Term of this Agreement the Contractor fails to comply substantially with legal, County, or State requirements for the provision of the Contracted services, or with the material provisions of this Agreement , or if the Contractor becomes bankrupt or insolvent or falsifies its records or reports, the County may give the Contractor a Notice of Default specifying (a) the manner in which the Contractor has failed to perform any obligations under this Agreement, (b) such other cause (hereinafter called “Acts of Default”).
- II. Right to Cure: In the event the County gives the Contractor notice of its intent to terminate the Term of this Agreement as provided above, the County shall afford the Contractor a period of thirty (30) days (herein called the “Cure Period”) from the date of the Notice of Default in which to cure the Acts of Default, or in which to commence the cure of such Acts of Default as are capable of being cured by the Contractor but are impossible to cure within the Cure Period; provided that the Contractor shall begin such cure within such the Cure Period, and thereafter diligently proceed to complete such cure.
- III. Failure to cure: If, at the end of the Cure Period the Contractor; has failed to cure the noticed Acts of Default, or to commence to cure same as provided in the immediately proceeding subparagraph, the County may give the Contractor a notice in writing terminating the Term of this Agreement on a date specified in such notice (the Notice of Termination); provided, however, that such date shall not be less than thirty (30) days from the date of such Notice of Termination; and provided further, that if the Contractor shall cure the Act of Default within the period specified in the Notice of Termination, the Notice of Termination shall be deemed to be of no effect and this Agreement shall continue in full force and effect.
- IV. Continuing Rights: Any such notices, cure, or termination shall not prejudice any other remedy to which the County may be entitled either at law, in equity, or otherwise under this Agreement.

- V. Termination Option: Notwithstanding anything to the contrary set forth in this paragraph V or otherwise in this Agreement, either party may terminate the Term of this Agreement without cause by giving reasonable prior written notice to the other party, which notice shall set forth the date on which such termination shall become effective; provided, however, that such termination date shall not be less than ninety (90) days subsequent to the date on which such notice is given.
- VI. Additional Provisions: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, this Agreement shall forthwith be physically amended to make such insertion.
- VII. Access to the Contractor's Books and Records: Since the agreed Fee for the Contracted Services has a value greater than ten thousand (\$10,000.00) dollars during a twelve month period, the vendor agrees to allow the Comptroller General of the United States, HHS, and/or duly authorized representatives to have access to the Contractor's books, records, and documents for the Term of this Agreement, and for a period of seven (7) years thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below written.

ONEIDA COUNTY

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

DATE: _____

THE VMC GROUP, INC.

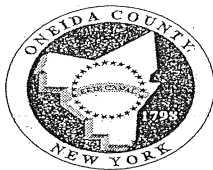
BY: _____
 Charles J. Ganim
 President

DATE: _____

APPROVED AS TO FORM ONLY

BY: _____
 Brian M. Miga
 Assistant County Attorney

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

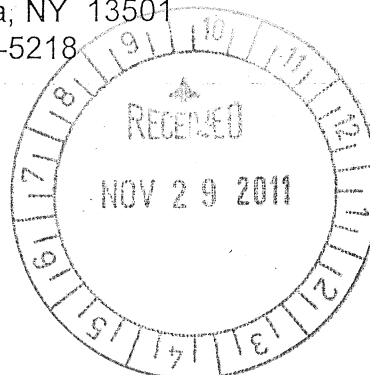
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

November 14, 2011

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

FN 20 11-344

**HUMAN RESOURCES
WAYS & MEANS**



Dear Mr. Picente:

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

The Department has contracted with Mohawk Valley Community Action for several years for Parent Aide Services. The Parent Aide provides intensive in-home services to our most dysfunctional families. The goal is to provide Preventive Services and re-direct the families to avoid child abuse, neglect and foster care placement.

Parent Aide Services is defined by New York State Office of Children and Family Services 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, personal coping behavior, personal hygiene and anger management.

This Agreement has the term January 1, 2012 through December 31, 2012 and totals an annual cost of \$339,688. The local cost to support this effort is 27.88 % or \$ 94,705.02. The provision of this service is a vital element in our Preventive Services Program.

I am respectfully requesting that this matter be submitted to the Board of Legislators for their consideration.

Thank you for your attention to this matter.

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 11/16/11

LAS/tms
attachment.

11/14/11
14901

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Mohawk Valley Community Action
9882 River Road
Utica, New York 13502

Title of Activity or Services: Parent Aide Services

Proposed Dates of Operations: January 1, 2012 through December 31, 2012

Client Population/Number to be Served: Parents whose children are considered at risk of placement, however, this service will result in an earlier return from foster care than would have otherwise been possible or to avoid or reduce the possibility that a child who has been discharged from foster care would return to such care. Numbers to be served: approximately 98 families at any given time.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services Parent Aide Service 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 designated 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, personal coping behavior, personal hygiene and anger management.

2). Program/Service Objectives and Outcomes

- **Outcome:** Parents will demonstrate an improved ability to appropriately parent their children through an increased knowledge of child development, as well as, improved skills in regards to issues related to child care such as discipline, nurturing and role modeling.
Performance: Every parent referred to parent aide program will successfully complete the core curriculum, designed to improve the parent's child rearing competence within 6 months from the initiation of service.
- **Outcome:** There will be observable improvement in the parent's ability to provide a safe home and appropriate supervision for their children.
Performance: There will not be any new allegations of abuse or neglect during program participation.
- **Outcome:** Parent aide services will provide family centered and culturally competent services to the target population.
Performance: Families will remain engaged in services until service plan goals are successfully completed.

3). Program Design and Staffing Level -

1 Part-time Program Manager
7 Family Specialists

Total Funding Requested: \$ 339,688

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

Mandated or Non-mandated: Preventive Mandated service

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

FEDERAL	38.39 % -	\$ 130,406.22
STATE	33.73 % -	\$ 114,576.76
COUNTY	27.88 % -	\$ 94,705.02

Cost Per Client Served:

Past performance Served: Mohawk Valley Community Action has had a contract with Oneida County Department of Social services for Parent Aides since 1985. The total contracted cost of this contract in 2011 was \$ 331,500.

O.C. Department Staff Comments: The Department believes to provide the best service for it's dollar awarding the Parent aide services to two different agencies Mohawk Valley Community Action and Catholic Charities.

Purchase of Service 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 MOHAWK VALLEY COMMUNITY ACTION a not-for-profit corporation (PARENT AIDE/CASE PLANNING) as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law (or, a public agency) having its principal office at 9882 RIVER ROAD, 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 seg 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, 2012 through DECEMBER 31, 2012 (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: MOHAWK VALLEY COMMUNITY ACTION (PARENT AIDE), 9882 RIVER ROAD, UTICA, NEW YORK 13502 ; 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

(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 issuances, 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 B 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 closeout 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 if 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

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: 10-24-11

Agency: Mohawk Valley Community Action Agency, Inc.

Authorized Signature: Amy Turner

Print Authorized Name: Amy Turner

Title: Executive Director

APPENDIX B

Purchase of Service Specifications between Oneida County Department of Social Services and
Mohawk Valley Community Action.

I. Preventive Service Goals and Objectives.

Target Population: Mohawk Valley Community Action Parent Aides will provide community-based services to 98 families at any given time in order to prevent foster care and to return children from foster care. The major priority of preventive services, is to decrease the number of children coming into foster care and to return children to a permanent living arrangement. The Agency will pursue an aggressive policy regarding permanency planning for children at risk of coming into care and children in care.

Preventive Services is fully described under Section I Definitions, Pg.2 of the generic Contract and this Agreement is subject to that description.

The Contractor agrees to establish the following:

A). Provide family and community based services to children at imminent risk of placement into Foster Care and their families. The products are aimed at reducing the number of children entering / reentering Foster Care to include PINS and JDS and helping them return successfully to the community.

B). To reunify children in Foster Care with their families as quickly as possible through training, education and family support services designed specifically to strengthen the family unit. Intervention of Parent Aide Program services ensure a safer, more nurturing and health home environment.

C). To assist children and families in longer term planning when a return home from Foster Care is not possible. This may include adoption when appropriate and possible.

D). To serve a minimum of 98 families at any given time during the contract year.

Outcomes/measurements for Parent Aide Contract:

- Outcome: Parents will demonstrate an improved ability to appropriately parent their children through an increased knowledge of child development, as well as, improved skills in regards to issues related to child care such as discipline, nurturing and role modeling.

Performance: Every parent referred to parent aide program will successfully complete the core curriculum, designed to improve the parent's child rearing competence within 6

months from the initiation of service.

Measurement: 70% of the families referred for parent education will successfully complete the curriculum.

- Outcome: There will be observable improvement in the parent's ability to provide a safe home and appropriate supervision for their children.

Performance: There will not be any new allegations of abuse or neglect during program participation.

Measurement: 70% of the families assigned a parent aide will not have a substantiated abuse or neglect report during program participation.

Measurement: 70% of the families assigned a parent aide will not have a child placed outside the home during program participation.

- Outcome: Parent aide services will provide family centered and culturally competent services to the target population.

Performance: Families will remain engaged in services until service plan goals are successfully completed.

Measurement: 70% of the participants will report satisfaction with the services provided as measured by a client satisfaction survey given 30 days from the start of the program and 30 days after services end.

II. Program Descriptions

Staffing: Mohawk Valley Community Action will employ (1) Program Manager and (7) Family Specialists (each Specialist will have a maximum caseload of 14 cases at any given time). Mohawk Valley Community Action agrees to Provide Parent Aide Services to (98) families at any one time during the Contract year. These cases will be drawn from the Department's active preventive and protective caseload. The parent aide will be available flexible hours to better serve the families. Staff will preferably hold a minimum of an Associate's degree or experience as deemed appropriate by the Department, with some experience in working with at-risk youth or providing parenting programming.

The contractor agrees, the Parent Aide will facilitate supervised visits at the Departments discretion.

The Contractor agrees to continue to provide required services to families as outlined in this Agreement, New York State Department of Social Services Regulations, regardless of the vacancy status of personal

The Contractor agrees to provide Parent Aide Services as defined below by New York State Department of Social Services.

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.

Department required Operating Procedures

1. Referrals will be made by the Department and faxed to the Agency. The referral packet will include the parent aide referral form, any court orders and FASPS, as well as contact information for the current caseworker and supervisor. In the absence of the court order of FASP, the department will provide a brief summary of what is in the current court order and the basic service plan agreed upon at this point.
2. Within 2 business days of the date of the referral the agency will notify the department who was assigned the case.
3. Upon receipt of the referral, and within 2 business days of such, the parent aide will contact the caseworker to discuss case issues, initial assessment of family's needs and a possible plan of action.
4. Within 5 business days of assignment the parent aide will contact the family and establish meeting schedule. Parent aide contacts will initially be weekly and as case transitions to closure contacts will be decreased. These decisions should be discussed with the assigned caseworker and made part of the service plan reviews.
5. Parent aide will make monthly phone or other personal contact with the assigned caseworker and provide monthly update as to case status.
6. Parent aide will complete contemporaneous case notes of all case contacts. These notes will include, but not be limited to, the following information: where, when and how the contact occurred, who was present during the contact, purpose of the contact, issues discussed during the contact, any concerns noted during the contact and an ongoing assessment as to how much progress the parent is making to reach the established goals. These notes will be provided to a designated person within the Department by the 5th of the following month.
7. Parent aide will attend and participate in all FASP related meetings and/or service planning meetings that they are requested to attend when provided reasonable notice.
8. Parent aide will attend Court as requested and testify as needed.
9. Parent aide will utilize a parenting curriculum to provide one on one parent skills training. This training will be a priority for the agency and every effort will be made to complete the training expeditiously within the guidelines of the particular curriculum. The agency will notify the department of a parent's successful completion of the parenting program and/or the parent's failure to complete or benefit from the training.
10. The parent aide will notify the department (both the caseworker and department's designated staff person) if after reasonable attempts a family is not cooperating with parent

- aide services.
11. The Department will schedule a service plan meeting to discuss lack of compliance and make an appropriate plan of action. If the decision is to terminate parent aide services pending future compliance the agency will provide a letter to the department outlining their efforts and the reason for the closure.
 12. At every 6 month FASP review the Department's Grade A Supervisor must approve the continuation of parent aide services.
 13. Referral and/or open cases will not be rejected or closed without the approval of the Department

Due to the large geographic area and lack of public services transportation is a key issue for families seeking self sufficiency. The agency will work with the families to establish goals to address the transportation issue and enable them to plan for appropriate transportation when needed (ex. Considering transportation issues when locating a home or service, learning how to utilize public transportation services such as taxi's, bus routes, ride sharing, securing a vehicle if possible etc...) The Contractor agrees to arrange or provide transportation for clients assigned to their caseload, 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.

1). *Mohawk Valley Community Action will provide comprehensive case management services based upon Family Development Model.*

The Family Development Model is used to help families reduce the barriers, which prevent them from leaving poverty and becoming self-sufficient. The underlying purpose is the pursuit of a delivery system, which maximizes a family's potential so they may leave welfare and become a participating contributing member of our society.

In working, with a family, the worker helps determine who owns a problem, and point out alternatives and discusses solutions. The Family Development system focuses away from crisis orientated and fragmented services towards an empowerment and family support based approach. The approach emphasizes prevention, interagency collaboration and a greater role for families when determining services. Long-term case management has been used successfully to assist participants in recognizing and solving their own problems, accessing services and setting goals, which will lead to stable families and ultimately self sufficiency.

The family development model consists of a six-stem process:

1. Stabilize household,
2. Enhance living conditions,
3. Improve family members' physical, social and educational development,
4. Increase literacy levels and basic employment skills,
5. Coordinate delivery of integrated services,
6. Assist in empowering the family toward achieving self-sufficiency.

Self-sufficiency services through Family Development:

Case Management, using the Family Development model, will be intense during the family's enrollment in the program. There will be a minimum of one hourly home visit per week, with the number decreasing as the family's abilities and capabilities grow. Emphasis will be upon increasing the family's problem-solving capability, enabling them in becoming self-confident and self-sufficient.

Case management will be provided for as long as deemed necessary by the courts or the Department of Social Services. Upon successful completion of the Parent Aide Services, MVCAA will offer the family continued case management services through other agency programs. Based upon past program experience, families will average 12 to 15 months in the program, with some families requiring up to two years to achieve stability.

After the family's immediate needs have been met, the worker will conduct an in-depth interview. The interview, which may be spread over several visits, will be based upon the Family Assessment Survey. This will work with the worker to develop short and long-term goals, and to identify in an action plan the steps necessary to attain them. The worker will assist the family in accessing information, services, and assistance required achieving their self-determined goals.

Family Assessment will be updated minimally every three months, and will be used by the family and worker to gauge the family's progress in maintaining or achieving custody of their children and in achieving family-set goals.

Each family will receive training on the rights and responsibilities of tenants and landlords. Topics will include obtaining minor repairs and maintenance, withholding rent, what to do if rent cannot be paid, and eviction proceedings. The worker will discuss budgeting with the family and help them set priorities and develop a working budget, if needed. A family with severe budgeting or debt problems will be referred to Consumer Credit Counseling for in-depth assistance.

Families will be referred to local agencies to address issues that threaten their housing and self-sufficiency. Integral to the referral process will be supporting and encouraging families' efforts to access needed services and become effective advocates for their own needs.

Adults without a high school diploma will be strongly encouraged to pursue a GED, through referral to the local BOCES, or Even Start for homebound mothers of infants and young children.

Families will be encouraged and assisted in gaining full-time employment. With the advent of welfare reform, long-term dependence upon public assistance is no longer an option. Families will need their own source of income if they are to remain in permanent housing. In Oneida County, Working Solutions is the entry point into government-sponsored training, pre-employment, and placement services. Program participants will be made aware of job openings within the MVCAA programs and services, and will receive high consideration for any for which they are qualified.

Childcare is an important issue for single parent families and those in which both parents are employed often and economic necessity for project families. The Mid-York Child Care Coordinating Council assists parents in Oneida Counties in locating quality childcare by maintaining a list of all state-licensed and certified providers, and by educating parents in selection of appropriate care. The worker will refer parents to the Coordinating Council as well as to the Head Start/Early Head Start (all of Oneida County, including the City of Utica) programs and to childcare operated by MVCAA in Rome, as appropriate. Parents will be encouraged and assisted in accessing available childcare subsidies for public assistance recipients and the working poor.

Families dealing with domestic violence will be referred to the Domestic Violence Programs in Oneida County for counseling and assistance. Some legal issues may be handled by Legal Aid Society of Mid-New York, which maintains offices in Rome and Utica.

Health, mental health, and substance abuse problems will be referred to appropriate organizations. The Oneida County Public Health Nursing Services provide well-child clinics and child immunizations; lead screening, and pre- and post-natal services. MVCAA's many programs maintain relationships with a variety of health, mental health, and substance abuse treatment providers in localities throughout the service area that will accept referrals from Parent Aide Program and other agency programs.

MVCAA Operating Protocols

- *Case opened: Initiated by referral from Department of Social Services (fax or mail)*
- *Referral reviewed by Family development Program Director, checking for completeness and duplication of services. Parent Aide assigned to will notify department of assignment within 2 business days.*
- *Family Specialist will contact the family by phone preferably, or by mail if no phone available to establish initial visit. They will also contact the Case Planner at this time to discuss case. If a Unified Case Review (UCR) has not been received, one will be requested at this time. (3 business days) within 5 business days contact will be made with Family and a meeting schedule put in place.*
- *Meeting schedule is established, release of information signed, and an assessment is started with the family at the initial visit. The Case Planner is always given the option of accompanying on the first visit (5 business days)*
- *Housing Inspection completed and submitted to DSS. (10 Business days)*

- *Weekly home visits occur. Minimum of one hour per week. (Direct service time with family does not include travel time) Routine communication with Case Planner occurs after each visit.*
- *Attend court hearings. Provide progress notes, calendars, visit agendas, and prepare affidavits.*
- *Testify as requested*
- *Monthly reports are completed and submitted by the 5th of the following month.*
- *Participation in all Team Meetings with Case Planner.*

Parenting One-on-One

The Family Specialist will address the family's parenting issues one-on-one during home visits. MVCAA's one-on-one parenting sessions, have been deemed upon by Oneida court judges as meeting the requirement to attend parenting classes. Everyone learns and retains information differently; therefore it is a must to provide information in as many mediums as possible. Our parenting sessions; incorporate – visual (videos), written (pamphlets, workbooks that follow the videos) and verbal. These "tools" provide standardized information utilized by all Family Specialists.

The following is a list of MVCAA reference materials and their content:

Boys Town Common Sense Parenting Video Kit: This series of six session comes with an interactive workbook which includes activities that are done during the video and also "homework" that is done independently.

Session 1 – Parents and Teachers: How you can communicate clearly with your children and how to use positive and negative consequences with children to change their behavior.

Session 2 – Encouraging Positive Behavior: Shows how catching children when they're being good is one of the best ways to encourage more positive behavior. How to praise children effectively and how to use charts and contracts to help children set and reach reasonable goals.

Session 3 – Preventing Misbehavior: Demonstrates how to prevent problems before they occur by teaching your children what they need to know to be successful in new situations or in situations that have been trouble for them in the past.

Session 4 – Correcting Problem Behaviors: Shows how to respond effectively to children's misbehavior and increase the likelihood that children will behave better in the future.

Session 5 – Handling Emotionally Intense Situations: Shows techniques you can use to stay calm and to teach children self control when they throw temper tantrums, scream hit or defy you.

Session 6 – Helping Children Succeed in School: Demonstrates what you can do at home to help

children do well in school. How to use school notes, manage time and assist with homework.

ADHD: What Can We Do: This video and workbook focuses on the most effective ways for managing ADHD. Parent training strategies are detailed and effective techniques such as home token systems are demonstrated.

ADD Hyperactivity Workbook: This workbook touches topics such as, characteristics and causes of ADHD, medication management, psychological counseling and behavior modification. You will find practical strategies to solve common problems found by parents of children with ADHD. Worksheets targeted at specific behaviors for change, and behavior rating scales.

Building Blocks For Successful Parenting – Video series of five programs to help parents with preschool children address the issues that are important in the early years. Each program will equip parents with the building blocks that support successful parenting and successful kids. Created to empower parents immediately. This series gives tools that every parent including teenage parents can use right away. Each video comes with a guide to be used so the parents can get the most out of these programs.

2). The Contractor agrees to train in Techniques in Parenting and Dwelling Unit Inspection as per the Department of Social Services.

3). Performance Targets:

MVCAA utilizes a strategy that focuses on a performance-based model for management called ROMA, Result Orientated Management & Accountability.

Verification of a family's progress will be based upon the quarterly up-dates of the MVCAA Data Base made by the entries of the assigned worker. The results of the outcomes will be reported to Department.

The Agency will complete Title XX Eligibility forms for each Family. The forms must be submitted monthly with Oneida County Voucher no later than the 5th day of the following month to ensure payment and include a summary of the months activity.

The Contractor agrees to prepare and provide any and all monthly or Quarterly reports required by the County and/or State Governments pertaining to this Contract.

III. The Contractor represents and agrees to comply with the requirements of the Civil Rights 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.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the

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

The Contractor 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 requirements.

IV. 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.

V. Claiming Procedures - The Agency will bill monthly by County Voucher provided by the Department: which shall include Contract number, Contract Name, fiscal and Programmatic data and Title XX forms as required by the Department. The Agency will attach a final reconciliation of expenditures, as per the attached budget. A final reconciliation is required and fiscal adjustments upon presentation of the final voucher of the contract.

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, and maintained for a period of 6 years.

The Contractor agrees that the equipment is the property of the Department and shall revert to the Department upon any termination or failure to renew the contract.

VI. The Contractor agrees to complete a listing of current Contract Personnel upon a full execution of the Agreement (attachment). The Contractor agrees to notify the Department of staff vacancy and / or staff changes through the attached Staff Modification notice. Both staff data notices shall be sent to the Contract Administrator

VII. The Contractor agrees to provide a program "portfolio," as discussed and mutually agreed upon. The Contractor agrees to participate in program evaluation planning and preparation.

VIII. Cost and Term - The total cost of the Program is not to exceed \$ 339,688 per the attached budget. The term of this contract shall be from January 1, 2012 to December 31, 2012 and maybe renewed agreeable to each party, and completed prior to the end of the term of this agreement.

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

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

XI. Contract Termination - This Contract may be terminated by the Department at any time upon submitting a 30 day written notice of intent to terminate to the Contractor.

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

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

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

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

Mohawk Valley Community Action Agency, Inc.
Parent Aide Program Budget
January 1, 2012 – December 31, 2012

Budget Summary

Personnel Services

Salaries/Wages	\$ 194,138
Fringe	<u>\$ 56,112</u>
Total	\$ 250,250

Non-Personnel Services

Travel	\$ 20,616
Equipment	\$ 0
Supplies	\$ 1,500
Contractual Services	<u>\$ 0</u>
Total	\$ 22,116

Other Expenses

Occupancy	\$ 17,842
Telephone/Internet	\$ 4,012
IT/Database	\$ 9,607
Postage	\$ 290
Copy/Printing	\$ 544
Indirect Cost	\$ 3,705
Admin Costs	<u>\$ 31,322</u>
Total	\$ 67,322

Project Total \$ 339,688

Mohawk Valley Community Action Agency, Inc.
Itemized Breakdown of Budget
January 1, 2012 – December 31, 2012

Personal Services Cost Position Title/ Staff Name	Annual Salary	% Time on Project	Amount
Program Manager	\$ 32,000	66.90%	\$ 21,408
Family Specialist	\$ 27,300	100%	\$ 27,300
Family Specialist	\$ 25,480	100%	\$ 25,480
Family Specialist	\$ 21,840	100%	\$ 21,840
Family Specialist	\$ 23,660	100%	\$ 23,660
Family Specialist	\$ 24,570	65.13%	\$ 16,002
Family Specialist	\$ 22,295	100%	\$ 22,295
Family Specialist	\$ 22,295	100%	\$ 22,295
Family Specialist	\$ 27,716	50%	\$ 13,858
Salary Total			\$ 194,138
Fringe Benefits			<u>\$ 56,112</u>
Total Personal Cost:			\$ 250,250

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

Mohawk Valley CAA

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Amy Turner, Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Amy Turner

SIGNATURE

10/24/11

DATE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

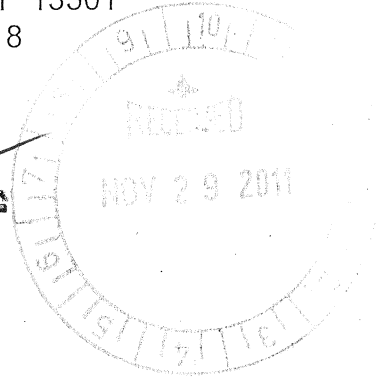
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

November 3, 2011

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

FN 20 11 - 345

HUMAN RESOURCES



Dear Mr. Picente:

WAYNE TEANS

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

This Purchase of Services Agreement for Personal Emergency Response Service to be provided by Health Care Monitoring Systems, Inc., 113 Main Street, Richfield Springs, New York 13429. The agreement provides service to those eligible Medicaid clients who still reside in their home but require monitoring for health and safety issues.

The Contract is established for the year January 1, 2012 through December 31, 2012. New York State Department of Health establishes the agency rates. The cost of this service was \$ 55,878.00 from October 1, 2010 through September 30, 2011 with a local share of 10 % or \$ 5,587.80.

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

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 11/16/11

LAS/tms
attachment

11/3/11
39101

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Health Care Monitoring Systems Inc.
P.O. Box 1437, 113 Main Street
Richfield Springs, New York 13439

Title of Activity or Services: Provides Personal Emergency Response Service.

Proposed Dates of Operations: January 1, 2012 through December 31, 2012

Client Population/Number to be Served: Eligible Medicaid Recipients

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

To provide Personal Emergency Response Systems for those eligible Medicaid clients who are at home but yet require monitoring for health and safety issues.

2). Program/Service Objectives and Outcomes

To reduce number of hours required of a personal service aide for health and safety monitoring. Must be approved by Office of Continuing Care in conjunction with the clients personal physician. Increase Medicaid clients self sufficiency and independence.

3). Program Design and Staffing Level -

Total Funding Requested: \$ 29.95 monthly service fee, \$ 50.00 installation charge-
New York State Approved Rates.

Oneida County Dept. Funding Recommendation: Account #A6102.495

Mandated or Non-mandated: Mandated

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

Federal	62 %	-	\$ 18.57
State	28 %	-	\$ 8.39
County	10 %	-	\$ 2.99

Cost Per Client Served: \$ 29.95 monthly service charge.

Past performance Served: The Department has contracted with the provider since 1992. This contract is paid directly by New York State through eMedNY, the cost of this service to the Department is included in the Counties Medicaid Cap. The Provider was paid \$ 55,878 from October 2010 through September 2011.

O.C. Department Staff Comments: The Department is satisfied with their performance The Department contracts with four different providers for PERS services to ensure availability of services.

AGREEMENT

BETWEEN A SOCIAL SERVICES DISTRICT
AND A PROVIDER OF PERSONAL EMERGENCY
RESPONSE SERVICES (PURSUANT TO TITLE
11 OF ARTICLE 5 OF THE SOCIAL SERVICES LAW AND
TITLE XIX OF THE SOCIAL SECURITY ACT.)

FOR TITLE XIX SERVICES ONLY

This Agreement 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 principal offices at the Oneida County Office Building 800 Park Avenue, Utica, New York 13501 (hereinafter called Department) and Health Care Monitoring Systems Inc. having principal offices at PO Box 1437, 113 Main Street, Richfield Springs, New York 13439 (hereinafter called Contractor).

WHEREAS, the Social Services District, pursuant to Section 367-g of the Social Services Law ("SSL") and the New York State Department of Social Services' ("Department") Regulations at Section 505.33 of Title 18 NYCRR, may authorize personal emergency response services ("PERS") to be provided to Medical Assistance ("MA") recipients whom the Social Services District has determined eligible to receive these services; and

WHEREAS, the Social Services District is authorized, pursuant to Section 365.1(d) of the SSL and subdivision (d) of Section 505.33 of Title 18 NYCRR, to enter into written agreements for the provision of PERS for which reimbursement is available pursuant to Title XIX of the Federal Social Security Act ("SSA"), Section 367-g of the SSL, and Section 505.33 of Title 18 NYCRR; and

WHEREAS, the Provider represents that it will provide PERS as authorized by the Social Services District pursuant to Title XIX of the SSA, Section 367-g of the SSL, and Section 505.33 of Title 18 NYCRR; and

WHEREAS, the Social Services District and the Provider have determined to enter into this written Agreement pursuant to which the Provider will provide PERS to MA recipients whom the Social Services District has determined eligible to receive these services;

THEREFORE, the Social Services District and the Provider agree as follows:

1. Social Services District's Authorization of PERS:

The Social Services District is responsible for determining whether MA recipients are eligible to receive PERS, as defined in subdivision (a) of Section 505.33 of Title 18 NYCRR, and for authorizing and re-authorizing PERS for MA recipients whom it determines eligible to receive PERS. The Social Services District's eligibility determinations, authorizations, and reauthorizations for PERS will be in accordance with subdivision (c) of Section 505.33 of Title 18 NYCRR and such directives to social services districts as the Department may issue.

2. Provider's Provision of PERS:

The Provider agrees to provide PERS to MA recipients whom the Social Services District has determined eligible to receive PERS and has authorized or re-authorized to receive PERS. The Provider agrees that its provision of PERS will be in accordance with subdivisions (a) and (f) of Section 505.33 of Title 18 NYCRR and such directives to PERS providers as the Department may issue.

3. Standards for PERS Equipment:

The Provider agrees to assure that all PERS equipment complies with the PERS equipment standards set forth in subdivision (g) of Section 505.33 of Title 18 NYCRR and such directives to PERS providers as the Department may issue.

4. Training of Monitoring Agency Staff:

The Provider agrees to assure that staff of the monitoring agency, as defined in subdivision (a) of Section 505.33 of Title 18 NYCRR, are fully trained regarding their responsibilities when the monitoring agency receives signals for help from MA recipients' PERS equipment.

5. Payment for PERS:

The Social Services District agrees to authorize payment to the Provider for PERS that are provided to MA recipients whom the Social Services District has determined eligible for PERS and has authorized or re-authorized to receive PERS and that are provided in accordance with the Social Services District's authorization or reauthorization, Section 505.33 of Title 18 NYCRR, and such directives as the Department may issue. The Social Services District agrees to authorize payment to the Provider at the rates set forth in Appendix B of this Agreement, provided that such rates have been established pursuant to subdivision (h) of Section 505.33 of Title 18 NYCRR. The rates set forth in Appendix B of this Agreement are the total payment to the Provider, and no additional payment to the Provider will be made by the Department, the Social Services District, or the PERS recipient. The Social Services District will authorize that payment to the Provider terminate on the day that the District sends a written notification to the Provider that it must remove the PERS equipment from the former PERS recipient's home.

6. Social Services District's Monitoring:

The Provider agrees that its provision of PERS is subject to the monitoring of the Social Services District in accordance with subdivision (e) of Section 505.33 of Title 18 NYCRR and such directives as the Department may issue.

7. Quality of Services:

This Agreement does not diminish the Provider's responsibility for maintaining the quality of PERS the Provider provides. The Provider agrees to remain responsible for the following:

- A. ensuring that PERS provided pursuant to this Agreement complies with all pertinent provisions of Federal and State Law and regulations; and
- B. ensuring the quality of PERS provided by the Provider or any entity with which the Provider has a subcontract.

8. Non-Exclusive Agreement:

The Social Services District is not obligated to use the Provider's services. The Social Services District or the Department may, in its discretion and upon written notice to the Provider, terminate the Provider's responsibility to provide PERS to any one or more MA recipients. Such termination of the Provider's responsibility to provide PERS to any one or more MA recipients does not render this Agreement void or voidable.

9. Provider as Independent Contractor:

The Provider agrees that the Provider is an independent contractor and not an employee, officer, or agent of the Social Services District or the Department. The Provider agrees that the Provider and the Provider's employees, officers, and agents will conduct themselves in accordance with this status and neither hold themselves out as, or claim to be, employees, officers, or agents of the Social Services District or the Department. The Provider also agrees that neither the Provider nor the Provider's employees, officers, or agents will make any claim for any right or privilege applicable to a Social Services District or Department employee, officer, or agent including, but not limited to, Workers' Compensation or retirement benefits.

10. Liability and Other Insurance:

The Provider agrees that, prior to providing PERS under this Agreement, it will obtain liability or other insurance in sufficient amounts, to protect the Social Services District and the Department and their officers, employees, and agents from any liability relating to the provision of PERS that may arise as a result of any acts, omissions, or negligence by the Provider or by the Provider's officers, employees, or agents. Such insurance coverage may be an endorsement to an existing policy of the Provider. The Provider agrees to maintain such coverage while this Agreement is in

effect. The Provider also agrees that, regardless of the form or manner of the Provider's insurance coverage and prior to providing PERS under this Agreement, the Provider will request its insurer to provide the Social Services District with a written acknowledgment of the Provider's insurance coverage, the terms of the Provider's insurance coverage, and a commitment that the insurer or the Provider will notify the Social Services District at least ten calendar days before the effective date of any change in, or cancellation of, the Provider's insurance coverage.

11. Indemnification:

The Provider agrees to indemnify and hold harmless the Social Services District and the Department and their employees, officers, and agents against any liability resulting from the Provider's performance or failure to perform in accordance with the terms of this Agreement.

12. Provider's Record keeping Responsibilities:

- A. The Provider agrees to complete all required employer payroll records and deduct all tax, insurance, and other required payments including, but not limited to, worker' compensation; disability insurance; Social Security taxes; Federal and State unemployment insurance benefits; Federal, State and Local income tax withholding; and any other legal or customary requirements.
- B. The Provider agrees to maintain records and accounting procedures that properly reflect all direct and indirect costs expended in the performance of this Agreement. The Provider also agrees to collect and maintain all fiscal and program statistical records required by the Social Services District or the Department on forms the Social Services District supplies and the Department has approved.
- C. At all times during the term of this Agreement and for a period of six years after final payment, the Provider agrees to provide all authorized representatives of the Social Services District, the Department, and the State and Federal governments with full access to all records relating to the Provider's performance under, and funds payable pursuant to, this Agreement for the purpose of examination, audit and copying of such records.
- D. The Provider agrees to comply with all applicable Federal and State requirements governing the confidentiality of information on MA recipients, including, but not limited to, Section 369 of the SSL, Section 1902(a)(7) of the SSA, and regulations promulgated under such provisions.
- E. The Provider agrees to maintain all records and other documents required by this Section 12 of this Agreement or otherwise relevant to this Agreement for six years after final payment.

13. Notice of Provider's Subcontracts and Other Agreements:

The Provider agrees to notify the Social Services District or the Department of any affiliated entities with which it has direct or indirect agreements, subcontracts for services, or any other arrangement under which the amounts the Provider receives as payment for PERS are shared among, or transferred between, the Provider and any other entity or entities. If the Provider directly or indirectly disburses any amount to any entity receiving payment from any governmental agency, it agrees to notify the Social Services District or the Department of the nature, type amount, and date of any such disbursement.

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

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

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

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

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;

2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

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

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

The Contractor shall:

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

Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

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

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

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

14. Employment Practices:

The Provider agrees to comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relating to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin; the implementing regulations prescribed by the Secretary of Labor at 41 Code of Federal Regulations, Part 60; and the Federal regulations contained in 45 Code of Federal Regulations Part 84, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance."

15. Fair Hearings:

The Social Services District will provide notices to PERS recipients or applicants of their right to state fair hearings as required by Federal and State law and regulations. The Provider, upon request of the Department or the Social Services District, agrees to participate in State fair hearings when necessary for the determination of issues. The Provider also agrees to participate, as requested by the Social Services District or the Department, in any endeavors incident to the provision of PERS including, but not limited to, testimony for fair hearings; reports, surveys, studies, or audits; court or judicial proceedings; and any other matters relating to the Provider's provision of PERS.

16. Termination of this Agreement by the Social Services District:

A. The Social Services District may terminate this Agreement under the following circumstances:

- (i) The Department notifies the Social Services District the Federal or State reimbursement is no longer available for PERS;
- (ii) The Provider fails to perform its obligations pursuant to this Agreement, including any local variations that are set forth in any Appendix B-3 of this Agreement, or the Provider violates any of the material terms of this Agreement;
- (iii) The Department has sanctioned the Provider for conduct that constitutes an unacceptable practice under the MA program;
- (iv) The Social Services District has determined that each of the MA recipients to whom the Provider furnished PERS is no longer eligible for MA or PERS;
- (v) The Social Services District has determined that an emergency exists which could jeopardize the health, safety, or welfare of MA recipients to whom the Provider furnishes PERS;
- (vi) The Provider has become insolvent, provided that such insolvency does not result from nonpayment or late payment to the Provider of funds due pursuant to this Agreement;
- (vii) A voluntary or involuntary proceeding under the Bankruptcy Act is commenced by or against the Provider, provided that the cause for the commencement of such proceeding was not the nonpayment or late payment to the Provider of funds due pursuant to this Agreement; or
- (viii) The Social Services District and the Provider have agreed that the Social Services District may terminate this Agreement under other circumstances set forth in any Appendix B-3 of this Agreement, and such other circumstances have occurred.

B. Except in an emergency, the Social Services District agrees to give the Provider 30 calendar days written notice of its intention to terminate this

Agreement. The written notice must contain the reasons for the Social Services District's termination of this Agreement and the effective date of this Agreement's termination.

17. Termination of this Agreement by the Provider:

- A. The Provider may terminate this Agreement under the following circumstances:
- (i) The Department revises the requirements for the Provider's provision of PERS and the Provider reasonably finds these requirements unacceptable;
 - (ii) The Department has reduced the rates paid to the Provider, as set forth in Appendix B-2 of this Agreement, and the Provider reasonably finds such reduced rates to be unacceptable; or
 - (iii) The Social Services District and the Provider have agreed that the Provider may terminate this Agreement under other circumstances set forth in any Appendix B-3 of this Agreement, and such other circumstances have occurred.
- B. The Provider agrees to give the Social Services District 30 calendar days written notice of its intention to terminate this Agreement. The written notice must contain the reasons for the Provider's termination of this Agreement and the effective date of this Agreement's termination.

18. Agreement Close-out Procedures:

The Provider agrees to comply with all Social Services District and Department closeout procedures when this Agreement terminates or expires. These closeout procedures include, but are not necessarily limited to, the following:

- A. Within five business days after this Agreement terminates or expires, the Provider agrees to transfer to the Social Services District, or the Social Services District's designee, a copy of the Provider's records pertaining to all MA recipients to whom the provider previously furnished, or is currently furnishing, PERS pursuant to this Agreement.
- B. Within thirty calendar days after this Agreement terminates or expires, the Provider agrees to notify the Social Services District in writing of all obligations relating to this Agreement that the Provider necessarily incurred before this Agreement terminated or expired and that came due after this Agreement terminated or expired. The Social Services District agrees to authorize payment to the Provider in accordance with this Agreement for such obligations. The Social Services District will not authorize payment to the Provider for any

obligations that the Provider incurs or pays after this Agreement terminates or expires.

- C. Within thirty calendar days after this Agreement terminates or expires, the Provider agrees to account for, and refund to, the Social Services District any overpayments or excess funds paid to the Provider pursuant to this Agreement.
- D. Within ninety calendar days after this Agreement terminates or expires, the Provider agrees to submit to the Social Services District a final report, completed by a certified public accountant, of the Provider's receipt and expenditure of funds pursuant to this Agreement.

19. Agreement to Renegotiate:

The Social Services District and the Provider agree to renegotiate this Agreement if the Federal or State government revises the requirements for PERS and these revisions would affect the continued availability of PERS reimbursement or payment.

20. Amendments:

The Social Services District and the Provider agree to amend this Agreement when they determine amendments are necessary, No such amendment will be effective until the Department has approved it. All amendments must be in writing, signed by authorized representatives of the Social Services District and the Provider, and attached to this Agreement.

21. Local Variations:

Local variations, if any, are set forth in an Appendix B-3 attached to, and made a part of, this Agreement. Such local variations are effective only if the Department has sent the Social Services District a written approval of the local variations. If any local variations conflict with the main body of this Agreement, the main body of this Agreement controls unless the Social Services District and the Provider have specified otherwise in a separate agreement that the Department has approved and that is attached to this Agreement.

22. Entire Agreement:

This Agreement, including all appendices and any documents incorporated by reference, contains all the terms and conditions agreed upon by the Social Services District and the Provider. All appendices and items incorporated by reference are to be attached to this Agreement. No other precedent or contemporaneous agreement, oral or written, regarding the subject matter of this Agreement, is deemed to vary any of the terms and conditions contained in this Agreement or bind either the Social Services District or the Provider.

23. Effective Dates:

This Agreement is effective on January 1, 2012 and unless otherwise terminated pursuant to this Agreement, will expire on December 31, 2012. However, if the term of this Agreement continues beyond one year from this Agreement's effective date, the Social Services District or the Department may void this Agreement at any time after one year. Neither the Social Services District nor the Provider is obligated to renew or extend this Agreement.

24. Signatures:

In Witness Whereof, the parties have signed this Agreement on the dates indicated beneath their respective signatures.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 10-20-11

Authorized Signature: William H. Cusworth Jr.

Print Authorized Name: WILLIAM H. CUSWORTH, JR

Title: President

MMIS ID # 01293998

Appendix B-1 to the Model Contract

A new Section 505.33 is added to Title 18 to read as follows: 505.33 Personal emergency response services (PERS).

(a) Definitions.

- (1) Personal emergency response services mean:
 - (i) the provision and maintenance of electronic communication equipment in the home of an individual which signals a monitoring agency for help when activated by the individual, or after a period of time if a timer mechanism has not been reset; and
 - (ii) the continuous monitoring of such signals by a trained operator and, in case of receipt of such signals, the immediate notification of such emergency response organizations or persons, if necessary, as the individual has previously specified.
- (2) Electronic communication equipment (PERS equipment) means equipment that electronically signals a monitoring agency for help via telephone lines. PERS equipment includes the following:
 - (i) an emergency response activator, which is a small electronic device that the PERS recipient presses or otherwise activates to send a signal for help to the monitoring agency; and
 - (ii) an emergency response communicator, which is an electronic unit connected to a PERS recipient's telephone line. The emergency response communicator accepts a signal for help from the emergency response activator and also has its own device to generate a signal for help. It sends the signal via telephone lines to the monitoring agency.
- (3) Monitoring agency means an agency that is capable of receiving signals for help from a recipient's PERS equipment 24 hours per day, seven days per week; determining whether an emergency exists; and notifying an emergency response organization or an emergency responder that the PERS recipient needs emergency help.
- (4) Emergency response organization means a police department, a fire department, an ambulance service, a hospital, or other entity the PERS recipient has designated to respond to specific signals for help when notified by the monitoring agency or an emergency responder.
- (5) Emergency responder means a PERS recipient's neighbor, family member, or other person who has agreed, at the recipient's request, to respond to specific signals for help when notified by the monitoring agency.

- (6) PERS provider means a certified home health agency, a long term home health care program, an area agency on aging, a police department, a fire department, an ambulance service, a hospital, or any other entity that is capable of providing PERS either directly or through subcontracts. A PERS provider may also be a monitoring agency.
- (b) Social Services Districts' PERS plans.
- (1) Each Social Services District must submit a PERS plan to the department on a form the department requires and must not authorize PERS until the department has approved the district's PERS plan. Each social services district must submit any changes to its approved PERS plan to the department on a form the department requires. The district may include such changes to its approved PERS plan as part of the District's annual plan for the provision of personal care services, as required by section 505.14 (j) of this Part.
 - (2) A Social Services District's PERS plan must be in a form acceptable to the department and must include descriptions of the following:
 - (i) the process the social services district will use to authorize PERS;
 - (ii) the PERS equipment that the social services district will require to be used, including whether the equipment will have a voice-to-voice capability;
 - (iii) the process by which the social services district will select the PERS providers with which it will contract;
 - (iv) the coordination among the social services district, the PERS providers with which it will contract, and any entities with which the PERS providers will subcontract; and
 - (v) the projected cost savings that PERS will achieve.
 - (3) The department will notify a social services district of its approval or disapproval of the district's PERS plan within 45 business days after it receives the plan. If the department disapproves a social services district's PERS plan, the district must submit a revised plan to the department within 30 business days after the day the district receives the department's disapproval notice.
- (c) PERS assessments, authorizations, and reauthorizations.
- (1) As part of its assessment for an authorization of personal care services or home health services, a social services district may also assess whether PERS would be appropriate for a person.
 - (2) An initial authorization for PERS must be based on a physician's order and a comprehensive assessment of the person.

- (i) the comprehensive assessment must be performed by social services district staff, or by staff of the district's designee, on forms that the department approves to be used.
 - (ii) The comprehensive assessment must evaluate the following factors: the person's physical disability status, the degree to which the person is at risk of an emergency due to a medical or functional impairment or disability, and the degree of the person's social isolation.
 - (iii) A social services district may authorize PERS only when the comprehensive assessment indicates that PERS would be appropriate for the person because:
 - (a) the person has a medical condition, disability, or impairment that warrants use of PERS;
 - (b) PERS would reduce or eliminate the number of hours of personal care services or home health services that the person would need;
 - (c) The person's safety in the home must be monitored;
 - (d) The person has insufficient informal caretakers, such as family members and friends, directly and continuously available to monitor his or her health and safety;
 - (e) The person is alert and self-directing, which means that he or she is capable of making choices about activities of daily living, understanding the impact of the choices, and assuming responsibility for the results of the choices;
 - (f) The person can communicate in basic English or, if the person is unable to communicate in basic English, the person's emergency responder or responders can communicate in basic English;
 - (g) The person would be able to use the PERS equipment effectively; and
 - (h) The person has a functioning telephone that is compatible with the PERS equipment or will have such a telephone when the PERS equipment is installed.
- (3) If a social services district authorizes PERS, the PERS authorization and plan of care may be incorporated in the authorization and plan of care for personal care services or home health services.
- (4) The duration of an initial PERS authorization must be based upon the person's needs, as reflected in the comprehensive assessment. No initial authorization may exceed six months.
- (5) When a PERS recipient's physical circumstances, mental status, or medical condition significantly change during the authorization period, social services district staff, or staff of the district's designee, perform a new comprehensive assessment and make any necessary changes in the authorization.

- (6) A social services district must not authorize PERS if the person is eligible for the long term home health care program (LTHHCP), can obtain PERS through the LTHHCP, and wishes to obtain PERS through the LTHHCP.
- (7) A reauthorization of PERS must follow the procedures set forth in paragraphs (2) through (6) of the subdivision, except that the recipient's physician, the social services district's local professional director, or a physician at the area office of Health Systems Management must review the comprehensive assessment and be responsible for the final determination to reauthorize PERS. No single reauthorization may exceed six months.
- (8) A social services district must notify the person in writing of its decision to authorize, deny, reauthorize, or discontinue PERS on forms required by the department. The notice must meet the notice requirements set forth in Part 358 of this Title. The person will be entitled to a fair hearing in accordance with the requirements of Part 358 of this Title. A PERS recipient for whom the social services district proposes to discontinue PERS will be entitled to aid continuing in accordance with the requirements of Part 358 of this Title.

(d) Contracting for PERS.

- (1) A social services district must have contracts with a sufficient number of PERS providers to provide PERS to all persons for whom the district has authorized PERS.
- (2) Before contracting with any PERS provider, a social services district must determine that the provider is qualified to provide PERS either directly or through subcontracts and can meet this section's requirements and any local requirements contained in the district's approved PERS plan described in subdivision (b) of this section.
- (3) A social services district's contracts with PERS providers must be on a form that the department has approved to be used. A district may attach local variations to the form. A district must not implement any contract for PERS or any local variations until the department has approved the contract and any local variations.
- (4) A PERS provider must maintain appropriate insurance coverage to protect the social services district from liability claims resulting from acts, omissions, or negligence of provider personnel that cause personal injuries to PERS recipients or such personnel.

(e) Responsibilities of social services districts.

- (1) A social services district must ensure that the PERS recipient designates an emergency response organization; one emergency responder or, if possible, two such responders, a representative, who may be the same person as an emergency responder, and a preferred hospital. The district

- must also ensure that the PERS recipient, or his or her representative, signs a written authorization for emergency response organization personnel and an emergency responder to enter the recipient's home and provide emergency treatment and transportation.
- (2) On the day that a social services district authorizes PERS, it must perform the following activities:
- (i) telephone the PERS provider and inform the provider:
 - (a) of the name, telephone number, and address of the person for whom the social services district has authorized PERS;
 - (b) that the provider must telephone the person or the person's representative that same day to arrange a mutually convenient time for the provider to install the PERS equipment into the person's functioning telephone line; and
 - (c) that the provider must install the PERS equipment within seven business days after the day the provider receives a written PERS authorization from the social services district and that, if the provider cannot install the equipment within this seven-day period, it must immediately notify the district.
 - (ii) send the PERS provider a written PERS authorization; and
 - (iii) send the PERS provider the information regarding the person that is described in clauses (f) (3) (i) (a) through (g) of this section.
- (3) If a PERS recipient's physical circumstances, medical condition, or mental status change during the authorization period, the social services district must send to the PERS provider the information regarding these changes so that the provider may update the recipient's data record, as described in subparagraph (f)(3)(i) of this section.
- (4) (i) Subject to the notice, aid continuing, and fair hearing requirements set forth in subdivision (c)(8) of this section and Part 358 of this Title, a social services district must discontinue PERS when the recipient is continuously hospitalized for more than 60 days or when his or her physical circumstances, mental status, or medical condition has changed significantly so that PERS are no longer appropriate for the person. Whenever a social services district discontinues PERS because PERS are no longer appropriate for the recipient, the district must ensure that personal care services, if appropriate, are provided to the recipient.
- (ii) On the day that the social services district discontinues PERS, it must perform the following activities:
- (a) Telephone the PERS provider and inform the provider that it must telephone the recipient or the recipient's representative that same day to arrange a mutually convenient time for the

PERS equipment's removal, and that the provider must remove the PERS equipment within seven business days after the day the provider receives the district's written notification to remove the equipment; and

(b) Send the PERS provider a written notification to remove the PERS equipment.

(5) A Social Services District must monitor a PERS provider's compliance with this section's requirements. The district must monitor the timeliness of the provider's installation, maintenance, and removal of PERS equipment; the timeliness and efficiency of the monitoring agency's responses to signals for help from recipients' PERS equipment; the timeliness of the provider's reports of emergencies; the reliability of PERS equipment; and all complaints by PERS recipients regarding the PERS provider or the PERS equipment.

(f) Responsibilities of PERS providers.

(1) A PERS provider must properly install all PERS equipment into a PERS recipient's functioning telephone line and must furnish all supplies necessary for installing this equipment.

(i) On the day that the PERS provider receives the district's telephoned PERS authorization, it must telephone the recipient or the recipient's representative to arrange a mutually convenient time for the provider to install the PERS equipment into the recipient's functioning telephone line. The PERS provider must install the PERS equipment within seven business day's form the day it receives the district's written PERS authorization. If the provider is unable to install the PERS equipment within this period, it must notify the district immediately.

(ii) On the day that the PERS provider installs the PERS equipment, it must perform the following activities:

- (a) Telephone the social services district and notify it that the equipment has been installed;
- (b) Instruct the PERS recipient regarding the use of the PERS equipment and give the PERS recipient simple written instructions that describe these procedures;
- (c) Inform the PERS recipient that he or she should immediately notify the provider or the social services district if the equipment malfunctions; and

- (d) Inform the PERS recipient that he or she may call the monitoring agency when he or she wants to test the PERS equipment or when he or she has questions regarding the PERS equipment.
 - (iii) At the PERS recipient's or the social services district's request, the PERS provider must give follow-up instructions to the recipient regarding his or her use of the PERS equipment.
 - (iv) Within seven business days after the day the PERS equipment is installed, the PERS provider must forward to the social services district, by mail or facsimile machine, a written confirmation that the equipment has been installed and that the PERS recipient has been instructed how to use the equipment. The confirmation must be signed by a representative of the provider and by the PERS recipient or the recipient's representative.
- (2) A PERS provider must maintain all installed PERS equipment in proper working order.
- (i) The PERS provider must monitor all installed PERS equipment to insure that the equipment operates properly at all times. The provider's monitoring of the PERS equipment should be automated and result in the least possible inconvenience to the PERS recipient.
 - (ii) The PERS provider must replace PERS equipment batteries when necessary, at no additional cost to the social services district, the department, or the recipient.
 - (iii) Within 24 hours after the PERS provider is notified that any PERS equipment has malfunctioned, the provider must repair or replace the equipment at no additional cost to the social services district, the department, or the recipient. The PERS provider may be notified that the PERS equipment has malfunctioned by the social services district, the PERS recipient, the PERS recipient's representative, or another responsible party. When any PERS equipment is repaired or replaced, the PERS provider must notify the social services district by telephone within 24 hours.
- (3) A PERS provider must maintain the following records at no additional cost to the social services district or the department:
- (i) A data record for each PERS recipient. The provider must update this record at least every six months by contacting the social services district. The provider must also update the

recipient's data record whenever the social services district notifies the provider that changes should be made to the PERS recipient's data record. Each PERS recipient's data record must contain the following information, which the social services district will send to the provider on the day it authorizes PERS and whenever the social services district is informed that such information has changed:

- (a) the PERS recipient's name, telephone number, and address, including his or her apartment number and floor, if applicable;
 - (b) the PERS recipient's personal medical history, including his or her age, sex, medical condition, diagnosis, and other relevant medical history;
 - (c) the name, telephone number, and address of the person or persons whom the PERS recipient has designated as the emergency responder or responders;
 - (d) the name, telephone number, and address of the person whom the PERS recipient has designated as his or her representative, if different from an emergency responder;
 - (e) the name, telephone number, and address of the police department, fire department, ambulance service, hospital, or other entity that the PERS recipient has designated as an emergency response organization;
 - (f) the PERS recipient's written authorization for the emergency response organization and an emergency responder to enter his or her home and provide emergency treatment and transportation; and
 - (g) the name, telephone number, and address of the PERS recipient's physician and the recipient's preferred hospital.
-
- (ii) a record of the PERS provider's instructions to the PERS recipient regarding his or her use of the PERS equipment;
 - (iii) a record of the PERS Equipment's installation and removal;
 - (iv) a record of the maintenance of PERS equipment and any repairs or replacements of malfunctioning equipment the were necessary;
 - (v) a record of the monitoring agency's 24-hour monitoring of PERS recipients;
 - (vi) a record of each signal for help from a recipient's PERS equipment that the monitoring agency receives and the monitoring agency's response to the signal; and

- (vii) a record of PERS recipients whom the monitoring agency monitors each month.
 - (4)(i) The PERS provider must ensure that the monitoring agency performs the following activities when the monitoring agency receives a signal for help from a recipient's PERS equipment:
 - (a) if the PERS recipient's equipment has voice-to-voice capability, establish immediate verbal contact with the PERS recipient via the incoming signal to determine whether an emergency exists at the PERS recipient's home;
 - (b) retrieve the PERS recipient's data record;
 - (c) if unable to establish immediate verbal contact with a PERS recipient whose equipment has voice-to-voice capability, or if the PERS recipient's equipment lacks such capability, immediately notify an emergency responder that the PERS recipient has signaled for help;
 - (d) if unable to notify an emergency responder, immediately notify and emergency response organization that the PERS recipient has signaled for help;
 - (e) maintain appropriate contact with the PERS recipient, the emergency responder, or the emergency response organization; and
 - (f) monitor the provision of emergency services to verify that these services have been provided and that the emergency at the PERS recipient's home has been resolved.
 - (ii) The PERS provider must telephone the social services district on the first business day after the emergency occurred and inform it of the nature of the emergency and how it was resolved. The provider must forward to the social services district, by mail or facsimile machine, a written report of the emergency within seven business days after the day the emergency occurred. This report must contain at least the information described in paragraphs (3)(v) and (vi) of this subdivision.
- (5) The PERS provider must ensure that the monitoring agency can continuously monitor and respond to signals for help from recipient's PERS equipment during power failures, mechanical malfunctions, or other technical emergencies. The provider must ensure that the monitoring agency has the monitoring capabilities specified in subdivision (g)(2) of this section.
- (6) A PERS provider must remove PERS equipment from a recipient's home when notified to do so by the social services district. The provider must not remove PERS equipment unless the district has notified it that the equipment must be removed.

- (i) On the day the social services district telephones the PERS provider and notifies it that PERS equipment must be removed, the provider must telephone the recipient or the recipient's representative to arrange a mutually convenient time for the equipment's removal.
 - (ii) The PERS provider must remove PERS equipment within seven business days after the day the provider receives the social services district's written notification that PERS equipment must be removed.
 - (iii) On the day the PERS equipment is removed, the PERS provider must notify the social services district by telephone of the equipment's removal.
 - (iv) Within seven business days after the day the PERS equipment is removed, the PERS provider must forward to the social services district, by mail or facsimile machine, a written confirmation that the equipment has been removed. The confirmation must be signed by a representative of the provider and by the former PERS recipient or his or her representative.
- (g) Standards for PERS equipment and monitoring agencies.
- (1) All PERS equipment must be approved by the Federal Communications Commission and meet the Underwriters' Laboratories, Inc. (UL) safety standard Number 1637, which is the UL safety standard for home health care signaling equipment. (Standard for Home Health Care Signaling Equipment, UL 1637, First Edition, May 30, 1989, effective January 2, 1991; published by Underwriters Laboratories, Inc., 333 Pfingsten Road, Northbrook, Illinois, 60062. Copies are available for public use and inspection at the Department of State, 162 Washington Avenue, Albany, New York, 12231.) The UL listing mark on the equipment will be accepted as evidence of the equipment's compliance with such standard.
 - (i) The emergency response activator must be activated either by breath, by touch, or by some other means and must be usable by persons who are visually or hearing impaired or physically disabled.
 - (ii) The emergency response communicator must be attached to the PERS recipient's telephone line and must not interfere with normal telephone use. The emergency response communicator must be capable of operating without external power during a power failure at the recipient's home in

accordance with UL requirements for home health care signaling equipment with stand-by capability.

- (2) The monitoring agency must be capable of simultaneously responding to multiple signals for help from recipients' PERS equipment. The monitoring agency's equipment must include the following:

- (i) a primary receiver and a back-up receiver, which must be independent and interchangeable;
- (ii) a back-up information retrieval system;
- (iii) a clock printer, which must print out the time and date of the emergency signal, the PERS recipient's identification code, and the emergency code that indicates whether the signal is active, passive, or a responder test;
- (iv) a back-up power supply;
- (v) a separate telephone service; and
- (vi) a telephone line monitor, which must give visual and audible signals when an incoming telephone line is disconnected for more than 10 seconds.

- (3) The monitoring agency must maintain detailed technical and operations manuals that describe PERS elements, including the installation, functioning, and testing of PERS equipment; emergency response protocols; and record keeping and reporting procedures.

(h) Payment for PERS.

- (1) A social services district must negotiate payment rates for PERS at or below rates included in a rate schedule established by the department with the approval of the Director of the Budget. A social services district must not negotiate PERS payment rates that exceed local prevailing PERS rates.
- (2) PERS rates must include payment for the rental or lease of PERS equipment; the installation, maintenance, and removal of PERS equipment; and a monthly service charge for monitoring agency services.
- (3) The social services district must submit all negotiated PERS rates to the department for approval.
- (4) Payments for PERS will be made only when the PERS provider's claim is supported by documentation required by section 540.7(a)(8) of this Title.
- (5) Payments for PERS must end the day the social services district sends the PERS provider written notification that PERS equipment must be removed from the recipient's home.

Appendix B-2 of the Model Contract

PERSONAL EMERGENCY RESPONSE SERVICES
RATES

The rates listed below will be paid for PERS for the period covered in this contract.

County: Oneida

Provider Name: Health Care Monitoring Systems, Inc.

Provider Address: PO Box 1437, 113 Main Street

Richfield Springs, New York 13439

Provider MMIS number: 01293998

<u>RATE CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2513	PERS Installation Charge	<u>\$50.00</u>
2514	PERS Monthly Service Charge	<u>\$ 29.95</u>

(for SDSS use only)

Effective Date: _____ Locator Code: _____

Rate Code Type: _____ County Code: _____

DMA Approval: _____ Date: _____

OBM Approval: _____ Date: _____

Contract Approval: _____ Date: _____

To MMIS Date: _____

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.

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

November 3, 2011

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

FN 20 11 - 346

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.

Personal Care Services are a vital deterrent to the placement of eligible Medicaid Clients in Nursing Home Care. These services enable people to remain at home, maintaining a lower cost of care.

This Purchase of Services Agreement for Personal Care Services to be provided by Homemakers of the Mohawk Valley, Inc., d/b/a Care Givers, 2465 Sheridan Drive, Buffalo New York 14240. The Contract is established for the year January 1, 2012 through December 31, 2012. New York State Department of Health establishes the Personal Care Rates. The cost of this service was \$ 273,625 from October 2010 through September 2011 with a local share of 10 % or \$ 27,362.50.

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

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 11/16/11

LAS/tms
attachment

11/3/11
12702

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Homemakers of the Mohawk Valley Inc., d/b/a CareGivers
2465 Sheridan Drive
Tonawanda, New York 14150

Local Office: 1900 Genesee Street
Utica, New York, 13502

Title of Activity or Services: Personal Care Services

Proposed Dates of Operations: January 1, 2012 through December 31, 2012

Client Population/Number to be Served: Physically or Mentally disabled individuals in receipt of Medicaid who are residing in their own home.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Personal Care Services is defined as some or total assistance with personal hygiene, dressing and feeding, nutritional and environmental support functions and health-related tasks. Such services shall be essential to the maintenance of the patient's health and safety within his/her own home, ordered by the attending physician, based on an assessment of the patient's needs provided by a qualified person in accordance with a plan of care and supervised by a registered professional nurse.

2). Program/Service Objectives and Outcomes -

To enable disabled Medicaid recipients to remain in their own home and delay or divert entrance to a higher level of care.

3). Program Design and Staffing Level - N/A

Total Funding Requested: \$ 17.00 - \$ 24.00 per hour -Rates determined by New York State – Rates quoted are the highest rates and vary by level of care needed.

Oneida County Dept. Funding Recommendation: Account # A6102.495

Mandated or Non-mandated: Mandated service

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

Federal	62 % -	\$ 169,647.50
State	28 % -	\$ 76,615.00
County	10 % -	\$ 27,362.50

Cost Per Client Served: \$ 17.00 - \$ 24.00 per hour however, rates vary as to the level of care required.

Past performance Served: The Department has had a contract with Homemakers of the Mohawk Valley, Inc., (d/b/a Care Givers) since 1984. This contract is paid directly by New York State through eMedNY, the cost of this service to the Department is included in the Medicaid Cap. The total cost to the state was \$ 273,625.00 from October 2010 through September 2011 with a cost to the Department equaling approximately \$ 27,362.50.

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

Agreement

BETWEEN A LOCAL SOCIAL SERVICES DISTRICT AND A CONTRACTING AGENCY FOR PERSONAL CARE SERVICES (PURSUANT TO TITLE 11 OF ARTICLE 5 OF THE NEW YORK SOCIAL SERVICE LAWS AND TITLE XIX OF THE UNITED STATES SOCIAL SECURITY ACT).

FOR TITLE XIX SERVICES ONLY

MADE THIS 1ST DAY OF JANUARY, 2012

BETWEEN ONEIDA COUNTY THE SOCIAL SERVICES DISTRICT LOCATED AT 800 PARK AVENUE, UTICA, NEW YORK, 13502 (HEREINAFTER CALLED THE DISTRICT), AND HOMEMAKERS OF THE MOHAWK VALLEY, INC. LOCATED AT 2465 SHERIDAN DRIVE, TONAWANDA, NEW YORK, 14150 (HEREINAFTER CALLED THE PROVIDER)

This Agreement is between Oneida County Department of Social Services, a municipal corporation of the State of New York, hereinafter referred to as the Social Services District, having its principal office at 800 Park Avenue, Utica, New York 13501 and Homemakers of the Mohawk Valley, Inc. (Provider) having its principal office at 2465 Sheridan Drive, Tonawanda, New York 14150.

The parties hereto desire to make available to the County of Oneida, Personal Care Services under Title XIX of the Federal Social Security Act.

The Social Services District is authorized, pursuant to Section 365-a(2)(e) of the New York State Social Services Law and 18 New York Code of Rules and Regulation (NYCRR) and/or other New York State Department of Health regulations, to provide personal care services to persons eligible to receive said services; and

The Social Services District is desirous of obtaining personal care services to be rendered to recipients of Medical Assistance (Medicaid) for which reimbursement is available pursuant to Title XIX of the Federal Social Security Act and applicable state law; and

The Provider herein represents that he or she will provide services that are authorized pursuant to Title XIX of the Federal Social Security Act and applicable state law and which are eligible for reimbursement thereto;

THEREFORE, the parties signing and executing this instrument do in consideration of the above agree as follows:

1. Providers as Independent Contractors

The Social Services District and the Provider agree that the Provider is an independent Contractor and is not in any way to be deemed an employee of the Social Services District or the State Department of Health. The Provider agrees that it will, at all times, indemnify and hold the Social Services District and the State Department of Health and their officers or employees harmless and free and clear of any and all liability arising from any act of omission or commission by the Provider, its officers or employees with respect to this Agreement and any of the terms thereof. It is further understood and agreed that no agent, servant or employee of the Provider shall, at any time, or under any circumstances, be deemed to be an agent, servant, or employee of the Social Services District or State Department of Health. Notwithstanding the foregoing, the Provider shall not be required to indemnify the Social Services District or the State Department of Health for any losses resulting solely from the provider's negligence.

2. Provision of Personal Care Services

The Provider agrees to provide personal care services, as defined in New York State 18 NYCRR to recipients of Medicaid, as defined in Title 11 of Article 5 of the New York State Social Services Law and/or Title XIX of the Federal Social Security Act, if requested to provide said services by a social services district, pursuant to the order(s) and/or prescription(s) of a physician, in accordance with a plan of care and to be

supervised by a registered nurse, subject to the conditions set forth in the regulations of New York State 18 NYCRR or superseding provisions.

3. Authorization and Request for Personal Care Services

It shall be the sole responsibility of the Social Services District to determine the eligibility of a client. The Social Services District and/or eMedNY shall not reimburse the Provider for personal care services provided to persons who have not been determined eligible and authorized by the Social Services District to receive such services and when such services are not provided in accordance with the written authorization of the Social Services District. The Social Services District and/or eMedNY shall reimburse the Provider only for such personal care services authorized and provided in accordance with the policies and procedures of the Social Services District.

It shall be the sole responsibility of the Social Services District to notify the Provider of the service authorization of each client including the functions and tasks required.

The Social Services District will forward to the Provider written confirmation of each telephoned service authorization within seven working days of such notification.

4. Obligation to Utilize Provider

The Social Services District shall not be obligated to utilize the services of the Provider(s).

5. District's Termination of Contract

The Social Services District shall have the right to terminate this Agreement under the following conditions:

- a Upon receipt of notification that Federal and/or State reimbursement is no longer available for the services to be provided.
- b Failure of the personal care agency to perform its obligations pursuant to this Agreement and the requirements of 18 NYCRR 505.14.
- c Violation by the Provider of any of the material terms of this Agreement or participation in Medicaid fraud.
- d Except for emergencies when the patient's health and safety is in immediate jeopardy, the Social Services District shall give the Provider thirty (30) days written notice of intention to terminate services of the Provider under this Agreement; in the event of termination, the Provider shall, within five (5) working days, transfer copies of any and all records pertaining to any individual who has been or is receiving services provided by the Provider to the Social Services District. The Provider shall retain its original client care records and, within five (5) working days, transfer a copy of any and all client care records in lieu of originals which shall be retained by the Provider for at least six (6) years beyond the date of termination of the contract between Provider and district.
- e The cessation of services to a particular recipient shall not render this entire Agreement void or voidable.

6. Provider's Termination of Contract

The Provider shall have the right to terminate this Agreement under the following conditions:

- a. If there is an imposition of new or additional requirements by the Federal or State governments as a condition to continued Federal or State reimbursement which the Provider reasonably finds unacceptable;
- b. The State Department of Health has, pursuant to the provisions of this Agreement, reduced the rate paid to the Provider and the Provider finds such reduced rate to be unacceptable.
- c. The provider shall give the Social Services District thirty (30) days written notice of its intention to terminate services to the district or any individual who would otherwise remain eligible to continue receiving personal care services. This written notice of termination shall contain the reasons for termination and the effective dates.

7. Close-Out Procedures

Upon termination or expiration of this Agreement, the Provider shall comply with all State Department of Health and Social Services District's close-out procedures, including, but not limited to:

- a. Turn over to the State Department of Health or the Social Services District all books, client records, client documents and material relating to client services.
- b. Not incur or pay any further obligations pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by the Provider on account of this Agreement prior to receipt of notice of termination and falling due after such date shall be paid by the Social Services District in accordance with the terms of this Agreement if the Social Services District receives notice of such obligations within thirty (30) days after the date of termination, overpayments or funds paid in excess of Allowable Payments which have been paid to the Provider pursuant to this Agreement.
- c. Account for the refund to the Social Services District within thirty (30) days after the date of termination, overpayments of funds paid in excess of Allowable Payments which have been paid to the Provider pursuant to this Agreement.
- d. Submit to the State Department of Health within ninety (90) days after the date of termination or expiration, a final report of receipt and expenditure of funds relating to this Agreement. The report shall be made by a certified public accountant.

8. Terms of Agreement

This Agreement will be in effect for one year and will be automatically renewed at the end of the year and each subsequent year unless terminated. Either party may terminate this agreement at any time, with or without cause, by providing at least thirty days advance written notice of the termination to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of termination.

9. Jurisdiction of District

The Provider agrees that its employees or agents rendering personal care services shall be subject to the jurisdiction of the district and/or its designee, when such designee has been approved by the State Department of Health. It is understood and agreed that the Social Services District retains the right to maintain and continue case management for any recipients of Medicaid and that the activities of the Provider shall be subject to the monitoring of the Social Services District and the State Department of Health, in accordance with the requirements of 18 NYCRR.

10. Agreement to Renegotiate

The parties agree to renegotiate this Agreement in the event that the United States Department of Health and Human Services or the State Department of Health issue new or revised requirements on the Social Services District as a condition for receiving continued Federal or State reimbursement.

11. Amendment of Contract

This Agreement may be amended whenever determined necessary by the Social Services District and the Provider, if such amendments are approved by the State Department of Health. All amendments must be in writing, duly signed by both parties, and be annexed to the contract.

12. Fair Hearings

The Social Services District shall be responsible for providing notice to recipients of the recipient's right to a State fair hearing as required by Federal and State Law and regulations, and the manner in which a State fair hearing may be requested. The Provider, upon request of the Department, shall participate in State fair hearings when necessary for the determination of issues.

13. Adequacy of Service Notices

This contractual arrangement shall not diminish the Provider agency's responsibility for maintaining adequacy of service notices thereof to recipients, reports, surveys, studies, audits, court or judicial proceedings, and any other matters of procedures relating to the furnishing of personal care services by the Provider.

14. Adequacy of Provider Services

This contractual arrangement shall not diminish the Provider agency's responsibility for maintaining adequacy of services provided by the agency. As required in 10 NYCRR 766.10 (d), notwithstanding any other provisions in this contract, the Provider agency remains responsible for: a) ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations; b) ensuring the quality of all services provided by the agency; and c) ensuring adherence by the agency staff to the plan of care established for patients.

15. Liability Insurance

The Provider shall obtain and maintain in full force and effect liability or other insurance in an amount sufficient to protect the Social Services District and the State Department of

Health from any potential liability that may accrue as a result of any actions of the Provider; such coverage may be an endorsement to an existing policy of the Provider. Regardless of the form or manner of coverage, the insurer shall be requested by the Provider to provide the Social Services District with a written acknowledgment of coverage, the terms and conditions thereof, and a commitment to notify the Social Services District at least ten days before any cancellation, reduction or other change in coverage becomes effective (pursuant to usual insurance "hold harmless" or "loss payee" provisions).

16. Fiscal Reports

The Provider shall make the necessary and/or required employer payroll reports, deductions, and tax, insurance, or other payments, including, but not limited to, providing for worker's compensation insurance, disability insurance, U.S. Social Security taxes, federal and state unemployment insurance benefits, withholding federal, state and local income taxes; and comply with any other legal or customary requirements.

17. Performance Standards

The Provider shall provide services which assure the health and safety of the client and assist the client to live as independently as possible. To assure the quality of the service, the following shall apply:

- a. The Provider shall commence services as expeditiously as possible upon receipt of an oral or written authorization from the Social Services District. If notice to commence services is received on a Friday, Saturday, Sunday, or Official State Holiday, the said hour period shall begin to run on the next business day following such Friday, Saturday, Sunday or State Holiday.
- b. The Provider shall establish and maintain procedures in order to ensure uninterrupted service in accordance with service authorizations, including the following:
 - i) The Provider shall establish and maintain a 24 hour per day, seven day per week system for emergency replacement of personal care aides.
 - ii) The Provider shall establish and submit to the Social Services District for review and approval a holiday coverage plan for the provision of services.
 - iii) Providers who are certified in accordance with Part 760 of 10 NYCRR or licensed in accordance with Part 765 of 10 NYCRR shall share with the Social Services District their plan for emergency and disaster preparedness prepared in accordance with Section 763.8 of 10 NYCRR and Section 766.5 of 10 NYCRR. Those agencies which are not required to be certified or licensed and are providing services exclusively under 18 NYCRR shall establish and submit to the Social Services District for its prior approval a plan for maintaining services in the event of an emergency, including snowstorms and power failures.
 - iv) The Provider shall promptly notify the client and the Social Services District when the Provider is unable to provide continuing

services in accordance with service authorization. The Provider shall make such emergency arrangements as shall be necessary to ensure that the safety of the client is not endangered by the inability of the Provider to provide the authorized services.

- c. The Provider shall notify the Social Services District when personal care services appear to be no longer appropriate. The Provider shall in no event terminate services to a client without the prior approval of the Social Services District.
- d. The Provider shall notify in writing all their employees that the personal care aides cannot cash checks, do banking or pay bills for the client without special written permission from the Social Services District. If such permission is granted, all such transactions shall be documented in writing.
- e. The personal care aide shall not directly or indirectly solicit any gift or accept any gift, whether in the form of money, services, loans, time off, telephone usage, travel or any other form.

18. Administrative Supervision

The Provider agrees to perform administrative supervision activities to assure that personal care services are provided as authorized by the case management agency. To assure that services are provided according to the level, amount, frequency and duration authorized, the provider agrees to:

- a) Notify the case manager agency within 24 hours of the initial referral whether the agency accepts or rejects an assigned case. If the provider accepts the client, the provider agency must notify the case management agency of the arrangements made to provide personal care services. If the provider rejects the client, the provider agrees to notify the case management agency of the reason for rejecting the referral.
- b) Assign a personal care aide(s) to the client which can meet his/her needs. In making such a determination, the Provider agrees to take the following into consideration:
 - i) the skills needed by the patient;
 - ii) the patient's cultural background, primary language, personal characteristics and geographic location; and
 - iii) the ability of the personal care aide to communicate with the patient or on the patient's behalf;
- c) Promptly provide a replacement when the assigned personal care aide:
 - i) Is unavailable;
 - ii) Does not work effectively with the patient or care givers or provides personal care services inappropriately or unsafely; or
 - iii) Is not performing to the satisfaction of the client.
- d) Promptly notify the case management agency when the provider is unable to maintain coverage including cases requiring service at night, weekends and holidays, or when there are questions regarding the adequacy of the authorized personal care services.
- e) Participate in, or arrange for, the orientation of persons providing personal care services to the employment policies and procedures of the agency;

- f) Evaluate, at a minimum annually, the overall job performance of persons providing personal care services;
- g) Check time cards for required documentation and maintain scheduling records and any other records necessary to fulfill required administration activities.

19. Provider Records

- a The provider agrees to maintain books, records, documents and acceptable accounting procedures and practices which adequately reflect all direct and indirect costs of any nature expended in the performance of this Agreement. The Provider also agrees to collect and maintain program and statistical records as prescribed by and on forms furnished by the Social Services District and authorized by the State Department of Health.
- b The Provider agrees to retain all books, records, and other documents relevant to this Agreement for six (6) full years after final payment. Federal and/or State auditors and any persons duly authorized by the Social Services District shall have full access to and the right to examine any of said materials during said six (6) year period.
- c The Social Services District and the Provider shall observe and require the observance of applicable Federal and State requirements relating to confidentiality or records and information, and each agrees not to allow examination of records or disclose information, except for examination of records by the Social Services District and/or the state Department of Health as may be necessary to assure that the purpose of the Agreement will be effectuated. The Social Services District also agrees that the physician's orders, the nursing and the social assessments will be maintained within their records provided that the district furnishes copies of such written documentation and information, including copies of the physician's orders and nursing assessment, and access to its staff, as may be required by the State Department of Health or by the licensed Provider agency, to assure compliance with applicable statutes, rules and regulations.

20. Cooperative Agreements

The Provider agrees that it has notified or will notify, the Social Services District and/or the State Department of Health of any affiliated entities with which it has direct or indirect cooperative agreements, contracts for services, or any other type of formal or informal arrangement whereby the costs and/or the amounts received in reimbursement for services rendered to recipients are shared among or transferred between the Provider and any other entity(ies); if the Provider makes any disbursement directly or indirectly to any entity receiving reimbursement from any governmental agency, the Social Services District and/or the State Department of Health shall also be notified.

21. Rates of Payment

The Social Services District shall reimburse the provider at the rate(s) set forth by the State Department of Health and approved by the State Division of the Budget. Unless otherwise stated, the rate of payment set forth shall be the total gross amount of payment and no additional reimbursement to the Provider will be made for any subsidiary or other services supplementary or in addition to the terms herein set forth. The terms set forth on

the rate page appended hereto shall be made a part hereof and shall be incorporated herein.

22. Local Variations

Local variations, if any, shall be set forth in Appendix B, appended hereto and shall be effective only if the terms and form of such variations do not conflict with the contents of this contract. The words and meaning of the terms in the main body shall be controlling to the exclusion of the local variations unless a separate executed Agreement between the State Department of Health and the Social Services District deliberately changes said effect and a copy of said Agreement is appended thereto.

23. Civil Rights Requirements

The Provider agrees to comply with the requirements of the United States Civil Rights Act of 1964 as amended and Executive Order No. 11246 entitled "Equal Employment Opportunities" and the regulations issued pursuant thereto as shall be deemed to exist or to bind any of the parties hereto.

24. Non-Discrimination Requirements

The Provider agrees to observe and comply with the Federal regulations contained in 45 CFR 84 entitled "Non-discrimination on the Basis of Handicap; Programs and Activities Receiving or Benefiting from Federal Financial Assistance."

25. Effective Dates

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 other parties hereto. Terms of this Agreement shall be effective beginning January 1, 2012 through December 31, 2012 and may be renewed agreeable to each party, and completed prior to the end of the term of this agreement.

26. Signatures

In Witness Whereof, the parties hereunto have signed and executed this Agreement on the date(s) indicated opposite their respective Signature.

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: 10/21/2011

Agency: Homemakers of the Mohawk Valley, Inc.

Authorized Signature: C. P. F. CW

Print Authorized Name: CARMELO P. FUTI

Title: CW

eMedNY ID # 00921279

APPENDIX A

The Parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract:

- I. This contract may not be assigned by the Provider or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State Department of Health.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The provider specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - a) No laborer, workman or mechanic, in the employ of the provider, subprovider or other person doing or contracting to do the whole or; any part of the work contemplated by the contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week, except in the emergencies set forth in the Labor Law.
 - b) The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law.
 - c) The minimum hourly rate of wage to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 1. The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than;
 - a. The stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended, or
 - b. Less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The Provider specifically agrees, as required by the provisions of the Labor Law, Section 220-e as amended, that:
 - a) In hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no provider, subprovider nor any person acting on behalf of such provider or subprovider, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - b) No provider, subprovider, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for

the performance of work under this contract on account of race, creed, color, sex or national origin.

- c) There may be deducted from the amount payable to the provider by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract.
- d) This contract may be canceled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the contract.
- e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.
- b) If directed to do so by the Commissioner of Human Rights, the contractor will send to each labor union or representative of workers with which the contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative or the provider's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the contractor was directed to do so by the providing agency as part of the bid or negotiation of this contract, the provider shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability or marital status, and that such labor union or representative will cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the provider shall promptly notify the State Commissioner of such failure of refusal.
- c) If directed to do so by the Commissioner of Human Rights, the provider will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions

of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

- d) The Provider will state, in all solicitations or advertisement for employees placed by or on behalf of the Provider, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability, or marital status.
- e) The Provider will comply with the provisions of Sections 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discriminatory clauses and such sections of the Executive Law, and will permit access to the provider's books, records and accounts by the State Commissioner of the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- f) This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the providing agency upon the basis of a finding made by the State Commissioner of Human Rights that the provider has not complied with these non-discrimination clauses, and the contractor may be declared ineligible for future contracts made by or on behalf of the State or public authority or agency of the State, until the Provider satisfies the State Commissioner of Human Rights that the Provider has established and is carrying out a program in conformity with the provisions of these not-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the provider and an opportunity has been afforded the provider to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by Law.
- g) The provider will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subprovider or vendor as to operations to be performed within the State of New York. The Provider will take such action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the providing agency may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the State Commissioner of Human Services of the providing agency, the Provider shall promptly so

notify the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York.

- VI. The agreement shall be void and of no force and effect unless the provider shall provide coverage for the benefit of, and keep covered during the life of this agreement, such employees as are required to be covered by the provisions of the Worker's Compensation Law.
- VII. In accordance with Section 200-f of the Labor Law and Section 139-h of the State Finance Law and the regulations of the Comptroller of the State of New York promulgated thereunder, the provider agrees, as a material condition of the contract:
 - a) That neither the provider nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder;
 - b) That if the Provider or any substantially owned or affiliated person, firm, partnership or corporation has been convicted or subjected to a final determination by the United States Commerce or any other appropriate agency of the United States of a violation of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder, the contractor shall notify the Comptroller of such conviction or determination in the manner prescribed by the Comptroller's regulations.

APPENDIX B

(Local Variations)

The New York State Department of Social Services has assumed full responsibility for setting home care services rates for Medicaid eligible clients.

Oneida County Department of Social Services agrees to make payment to Homemakers of the Mohawk Valley, Inc. at the reimbursable rate established by the New York State Department of Health.

APPENDIX C

AGREEMENT BETWEEN A LOCAL DEPARTMENT OF SOCIAL SERVICES AND
A CONTRACTING AGENCY FOR PERSONAL CARE SERVICES (PRUSUANT TO
TITLE 11
OF ARTICLE 5 OF THE NEW YORK STATE SOCIAL SERVICES LAW)
(FOR TITLE XIX SERVICES ONLY)

Between:

Oneida County Department of Social Services
(Social Services District)

and:

Homemakers of the Mohawk Valley, Inc.
(Provider)

Nursing Supervision

WHEREAS, as agreement has been or is simultaneously being executed between the parties hereto for the provision of home health care and personal care services; and,

WHEREAS, nursing supervision for personal care may be provided by a registered nurse who is an employee of a voluntary or proprietary agency pursuant to 18 NYCRR, and

WHEREAS, the Provider(s) herein represent(s) that he, she, it or they will provide said nursing supervision services as authorized pursuant to applicable state law and which are eligible for reimbursement thereto.

NOW, THEREFORE, the parties signing and executing this instrument do, in consideration of the above, covenant and agree as follows:

- A. All the terms and conditions contained in the agreement to which this addendum is appended shall continue in effect and the terms and conditions in this addendum are to be supplementary and subordinate therein.
- B. The Provider(s) agree(s) to provide nursing supervision for personal care as defined in New York State Department of Health If requested by the local Social Services District, the Provider agrees to provide nursing supervision for personal care as defined in 18 NYCRR for services rendered to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of New York State Social Services Law if requested to provide said services by a social services district subject to the conditions set forth in the regulations of the New York State Department of Health; said nursing supervision services shall be rendered subject to the same terms and conditions set forth for personal care services in the Agreement to which this addendum is appended.
 - a. All the terms and conditions contained in the agreement to which this addendum is appended shall continue in effect and the terms and conditions in this addendum are to be supplementary and subordinate thereto.
 - b. The Provider(s) agree(s) to provide nursing supervision for personal care as defined in 18 NYCRR for services rendered to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of the New York State Social Services law, if requested to provide said services by a social services district subject to the conditions set forth in the regulations of the New York State Department of Health; said nursing supervision services shall be rendered subject to the same terms and conditions set forth for personal care services in the agreement to which this addendum is appended.

- c. The Provider(s) agree(s) that all nursing supervision services performed under its direction shall be performed by a registered nurse who possesses the qualifications required by New York State Department of Health and/or any other state or federal law and/or regulations; all persons rendering such nursing supervision services shall be employees of the Provider in accordance with the New York State Department of Health requirements.
- d. The Social Services District shall reimburse the Provider at the rate(s) set forth by the New York State Department of Health and approved by the state Division of Budget. Unless otherwise stated, the rate of payment set forth shall be the total gross amount of payment, and no additional reimbursement to the Provider will be made for any subsidiary or other services supplementary or in addition to the terms herein set forth. The terms set forth on the rate page appended hereto shall be made a part hereof and shall be incorporated herein.
- e. This addendum shall be valid and binding for the time period set forth in the agreement to which this addendum is appended unless a shorter period of effectiveness is set forth below:

From (date):

To:

- f. This addendum contains all the additional terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, exist regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto, and any amendments, modifications, or revisions shall be subject to the terms and/or conditions set forth in the agreement to which this addendum is appended.

IN WITNESS WHEREOF, the parties hereunto have signed and executed this agreement on the date(s) indicated opposite their respective signatures. This addendum shall be valid and binding for the time period set forth in the Agreement to which the addendum is appended.

DATE: _____

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

DATE: 10/21/2011

For: _____ Homemakers of the Mohawk Valley, Inc. _____
(Provider)

Authorized Signature: C. P. Furt, CEO

Print name and Title: CAROL P. FURT, CEO

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

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.

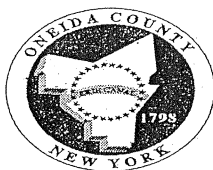
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Homemakers of the Mohawk Valley, Inc.
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

CAROL P. FURT, CEO
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

C. P. F., CEO
SIGNATURE
10/21/2011
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

November 3, 2011

FN 20 11 - 347



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 Neighborhood Center, Inc. for PINS Detention Diversion, Case Planning. We are confident that they will provide an innovative managed care approach to the children in our community that are in need of these services. This program has been successful in diverting out-of-home placement of the children it serves.

The contract term is January 1, 2012 through December 31, 2012 at a cost of \$ 840,607. The local cost to support this effort is 27.88% or \$ 234,361.23.

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

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 11/16/11

LAS/tms
attachment

11/3/11
18607

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: The Neighborhood Center, Inc.
293 Genesee Street
Utica, New York 13501

Title of Activity or Services: PINS Detention Diversion, Case Planning

Proposed Dates of Operations: January 1, 2012 – December 31, 2012.

Client Population/Number to be Served: 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 Neighborhood Center will maintain its support until the transition to appropriate community-based service/programs is complete and deemed successful.

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 Program Supervisor – Full-time
4 Youth Service Workers– Full-time
8 Case Planners – Full-time
1 Clinician – Part -time
1 Support Staff – Full-time
1 Psychologist – Part – time (35% time)

Total Funding Requested: \$ 840,607

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

Mandated or Non-mandated; Preventive mandated service

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

Federal	38.39 %	-	\$ 322,709.03
State	33.73 %	-	\$ 283,536.74
County	27.88 %	-	\$ 234,361.23

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider since 2011 for these services. The 2011 contract for this service was \$ 908,670.

O.C. Department Staff Comments: 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 NEIGHBORHOOD CENTER, INC. a not-for-profit corporation as defined in Section 102 (a) (5) of the Not-For Profit Corporation Law (or, a public agency) having its principal office at 293 GENNESEE STREET, UTICA, NEW YORK 13501 (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 seg 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, 2012 through DECEMBER 31, 2012 (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 NEIGHBORHOOD CENTER,
293 GENESEE STREET, UTICA, NEW YORK 13501

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 if 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.

Date: _____

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

Approved as to Form _____
Oneida County Attorney

Date: _____

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

Date: _____

Agency: NEIGHBORHOOD CENTER INC.

Authorized Signature: *Sandra L. Soroka*

Print Authorized Name: _____

Title: Sandra L. Soroka
Executive Director

Neighborhood Center, Inc.

18607

APPENDIX B
PURCHASE of SERVICES SPECIFICATION for ONEIDA COUNTY.

Detention Diversion Case Planning Services (PINS Diversion) Program
with
The Neighborhood Center, Inc.

Oneida County Department of Social Services agrees to contract with The Neighborhood Center, Inc. to provide preventive services identified as Case Planning and case worker contacts as defined in the contract.

The County of Oneida Department of Social Services is in need of services for PINS (person in need of supervision) Detention Diversion Case Planning Service. The Contractor must handle 75 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 at any given time. Contractor possess expertise in working with PINS (Person in Need of Supervision) and JD (juvenile delinquent) individuals and have a thorough understanding of the Social Services PINS Diversion System, Juvenile Delinquent Court System as well as resources in the community.

This program should be designed to manage the care of 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 six to eighteen 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. 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 services and flexible working hours. Program should be 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 that meets the needs of all family members developed in partnership with the child and family within seven days of admission. Services need 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.

Objectives:

- 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;
- To serve effectively up to a maximum caseload of 75 families. These families would have youth who are:
 - Court directed (PINS), directed into the Agency's PINS Diversion Program for 6 to 18 month period prior to prevent Institutional placement and;
 - Involved in the Prevention of Family Court involvement and foster care/institutional placement,
- 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;
- To maintain and strengthen each client's family unit whenever possible;
- To provide follow-up planning and support services; and
- 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 Contractor 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.
- The Contractor will participate in the CAP meetings. Upon referral the Contractor will make contact with the family and school within 2 days. The Contractor will participate in the CAP Meeting. Upon referral the Contractor 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 6 to 18 months. Caseworker contacts will occur normal business hours and non-traditional hours as follows:
 - (1) Weekend visitation with the child without the family being present at least once per month,
 - (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 Contractor 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. The Contractor 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 Connections/Child Care Review Services system and indicating services and progress in progress notes and Uniform Case Record UCR.
- The Contractor 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 Contractor will copy any material, they need at their site. The Contractor 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 Connections/Child Care Review Services information, approval of the service plan, and Utilization Review procedures. In the event of conflict regarding a service plan, the Department of Social Services Caseworker 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 by the Department of Social Services,
- The Contractor 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.
- In any event of home visitation, representatives of your agency observe negative living conditions in the residences and to report these conditions to the responsible codes Department for the municipality in which they are located or to the Department of state if Municipality has no code enforcement agency each representative will be required to have a checklist and will complete the checklist after making visual inspections and will also report any gross deviations from normal living standards not included on the checklist.
- The Contractor agrees to arrange or provide transportation for clients for the following situations, but not limited to these situations;
 - Medical Appointments
 - Visitations

- Counseling appointments
- Shopping, and Contacts with other Agencies to improve housing
- Pre-Placement Visits, if necessary.
- to the Department for Departmental business.
- The Contractor agrees to provide a final Programmatic report of the Program, and a fiscal reconciliation upon presentation of a final billing for the Program. The Contractor will provide a quarterly Contract Report every 3 months.
- The Contractor agrees that the Case Planners Diversionary Counselors shall hold the qualifications of an Oneida County Caseworker.
- The Contractor agrees to prepare and provide the department any and all monthly reports required by the County and State Governments.
- 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.
- The Department of Social Services shall be responsible for determining the eligibility of persons for preventive services of children to be purchased by the Department. The Department of Social Services 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.
- The Department of Social Services 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.
- The Contractor and the Department of Social Services 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/Connections.
- The Contractor will review and discuss the service plan with the Department of Social Services, Any changes in the plan or significant deviation there from, shall be submitted in a revised plan to the Department of Social Services prior to the proposed implementation of the change. The Contractor shall implement the change upon receipt of written approval by the Department of Social Services.
- 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.
- 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 of Social Services shall provide the Contractor with copies of the decision. The Contractor upon the request of the Department of Social Services, shall participate in appeals and fair hearings as witnesses for a determination of issues.

Outcome/Measurements for the Detention Diversion Case Planning (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 (juvenile delinquent/person in need of supervision) related behavior.

Measurement:

- 70% 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 services.
- 70% of the youth referred to the program will continue to successfully reside in their homes for at least a 12 month period following termination of the diversion services.

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

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

The Contractor agrees to provide a final programmatic report of the program, and a fiscal reconciliation upon presentation of a final billing for the program. The Contractor will provide a quarterly contract report every 3 months.

The Contractor shall complete a Contract Staffing Report upon completion of a fully executed Agreement. The Contractor agrees to complete a Contract Staff Vacancy Report upon any changes.

The Contractor agrees that the Case Planners Diversionary Counselors shall hold the qualifications of an Oneida County Caseworker, or in some cases they may be experienced qualified family care workers as determined by Contractor.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this

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

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

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

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

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

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

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

protected health information of the Department's clients;

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

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

The Contractor shall:

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

information infeasible.

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

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

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

The 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 \$ 840,607.00 per the attached budget. The term of this agreement is from January 1, 2012 to December 31, 2012 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 Contractor 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", 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" 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.

Neighborhood Center, Inc.
 Detention Diversion Case Planning (PINS Diversion Program)
 January 1, 2012 – December 31, 2012

Salaries	\$ 428,816
Fringe Benefits	\$ 98,628
Personal Service Contracts	<u>\$ 72,991</u>

Total Personnel Services **\$ 600,435**

Supplies	\$ 4,830
Travel/Conference	\$ 40,950

Miscellaneous:

Telecommunications – Land Line	\$ 1,706	
Telecommunications – Cell Phone	\$ 6,653	
Utilities	\$ 7,278	
Repairs & Maintenance	\$ 1,154	
Buildings & Grounds	\$ 1,106	
Building Maintenance	\$ 67	
Insurance	\$ 1,885	
Vehicle Maintenance	\$ 317	
Postage	\$ 832	
Advertising	\$ 1,462	
Transportation (Participants)	\$ 7,361	
Training	\$ 6,300	
Service Dollars	\$ 75,000	
A & OH @ 10.63%	<u>\$ 80,771</u>	
Total Miscellaneous Expenses		<u>\$ 191,892</u>

Total General Operating **\$ 237,672**

Equipment Purch/Rental	\$ 2,500
Equipment Maintenance	<u>\$ 0</u>

Total Equipment Cost **\$ 2,500**

Total Expenses **\$ 840,607**

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

Sandra L. Soroka
Executive Director
Neighborhood Center, Inc.

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

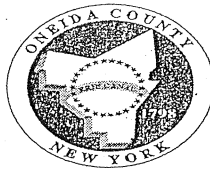
SIGNATURE

Sandra L. Soroka

DATE

10/27/11

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

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

FN 20 11 - 348

November 3, 2011

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

HUMAN RESOURCES

WAYS & MEANS

Dear Mr. Picente:

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

This Agreement is with the Oneida County Workforce Development which will provide Oneida County Department of Social Services with employment functions for employable recipients of Temporary Assistance.

The term of the Agreement is January 1, 2012 through December 31, 2012. The total cost for this Purchase of Services Agreement is \$ 577,336 there is no local cost to support this contract.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for their review.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lucille A. Soldato".

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

A handwritten signature in cursive script, appearing to read "Anthony J. Picente, Jr.". Below the signature is a horizontal line.

Anthony J. Picente, Jr.
County Executive

Date 11/16/11

11/3/11
67307

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Oneida County Department Workforce Development
209 Elizabeth Street
Utica, New York 13501

Title of Activity or Services: Employment Unit

Proposed Dates of Operations: January 1, 2012 through December 31, 2012

Client Population/Number to be Served: Employable recipients of Temporary Assistance.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services: Workforce Development will provide the Department with Employment functions.

The Contractor will be responsible for but not limited to:

All assessments, employability plans, referral to activity, assignment to activity, actual attendance monthly, job attainment/loss, non-compliance, conciliation, end of activity, and narration on each case activity done according to State mandates and the Department's local Employment Plan.

Communicate with corresponding Temporary Assistance Worker pertinent information concerning case to include but not limited to: employability code changes, reimbursement requests, activity updates, and other general information concerning cases which would have an impact on budgeting or eligibility.

2). Program/Service Objectives and Outcomes This program designed to help Employable Family Assistance, Temporary Assistance for Needy Families and Safety Net recipients of Temporary Assistance to reduce their need for public assistance.

3). Program Design and Staffing Level –

Staffing: 1 Full-time Coordinator
1 Full-time Sr. Employment Advisor
9 Full-time Employment Advisors
1 Full-time Principal Account Clerk

Total Funding Requested: \$ 577,336

Oneida County Dept. Funding Recommendation: Account # A6014.49543

Mandated or Non-mandated: Mandated

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

Federal	100 % =	\$ 577,336.00
State	0 % =	\$ 0.00
County	0 % =	\$ 0.00

Cost Per Client Served:

Past performance Served: The Workforce Development began providing this service to the Department in February of 2011 the program was rolled out over a 5 month time frame becoming fully staffed July 1, 2011. The cost of the contract in 2011 is \$ 403,650.

O.C. Department Staff Comments: The Department is satisfied with the services that the Contractor has provided.

Memorandum of Understanding

THIS Memorandum of Understanding, 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 Oneida County Workforce Development, 209 Elizabeth Street, Utica, New York 13501 (hereinafter called Contractor).

WITNESSETH:

WHEREAS, the Oneida County Department of Social Services, desires to delegate functions of the Employment Unit to Oneida County Workforce Development,

WHEREAS, the Oneida County Workforce Development has the means and expertise to provide such service to the Department's employable (FA) Family Assistance ((FA)Family Assistance = (TANF)Temporary Assistance for Needy Families + (SN)Safety Net Families) and Safety Net recipients of Temporary Assistance,

NOW THEREFORE, It is understood that Workforce Development is to perform duties at the Department's Direction and the Contractor will be responsible for but not limited too:

All assessments, employability plans, referral to activity, assignment to activity, actual attendance monthly, job attainment/loss, non-compliance, conciliation, end of activity, and narration on each case activity must be done according to State mandates and the Department's local Employment Policy plan which would reported to State OTDA immediately, but not after the 15th of the following calendar month to derive statistics and participation rates. Reporting is via a PC based database - the Case Management System (CMS) which is updated and maintained by OTDA and coordinated with the Welfare Management System (WMS).

Communicate with corresponding Temporary Assistance Worker pertinent information concerning case to include but not limited to: employability code changes, reimbursement requests, activity updates, and other general information concerning cases which could have an impact on budgeting or eligibility.

Duties include:

Oneida County Workforce Development
Employment Unit

67307
January 1, 2012 through December 31, 2012

Orientation/assessment have specific mandatory components including State and Local Forms, agreements, HIPAA acknowledgements, medical/psychiatric, drug-alcohol and domestic violence forms, employability plans, etc. Supportive services not limited to childcare and transportation assistance as well as diversion from Temporary Assistance and transitional services upon case closing are a required part of any assessment.

Contractor and its sub-contractors agrees to provide the following staffing: (1) full-time Coordinator, (1) full-time Sr. Employment Advisor, (9) full-time Employment Advisor and (1) full-time Principal Account Clerk

It is also understood the Contractor and its Sub-Contractors will maintain workload regardless of temporary staff vacancies.

It is further agreed between the Department and the Contractor that the contractor will be co-located within the Department's Rome and Utica Offices.

Contractor agrees to maintain and adequate staffing in both Utica and Rome any and all hours the building is open for business. The Contractor shall follow Oneida County hours of operation and Dress Code policies.

The term of the Contract is January 1, 2012 through December 31, 2012. The contract is not to exceed \$ 577,336.00.

The Commissioner of Social Service reserves the right to evaluate the job performance of the program which includes individuals chosen to perform the work and has the right to have reassigned any employee performing under the contract.

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

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

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

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

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

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

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

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

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

The Contractor shall:

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

maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

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

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

Payment will be made monthly by the Department upon submission by Contractor of a County Voucher, with fiscal explanation attached and other reports as required by the Department. The contractor will provide a final financial reconciliation upon completion of the program. The Contractor's financial records must be complete and available to the Department of Social Services fiscal staff for review and audit upon the Department's request.

The Department must receive any and all reports required by the State and or local district. Such reports must be submitted to the Oneida County Department of Social Services, Employment Unit to the Directors attention.

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 shall complete Quarterly Contract Evaluations as required by the Department.

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

Oneida County Workforce Development
Employment Unit

67307
January 1, 2012 through December 31, 2012

The Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

All information contained in the Contractor's or its sub-contractor's files shall be held confidential pursuant to the applicable provision of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

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 Oneida County Department of Social Services.

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 part of the Contractor with respect to this Agreement or any terms hereof.

Options to renew the Contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance of the individual chosen to perform the work and may for cause, request such individual be relieved of his duties and another person chosen in his place.

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

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

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

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

Should funds become unavailable or should appropriate Federal

or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages 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: October 21, 2011

Agency: Oneida County Workforce Development

Authorized Signature: David Mathis

Print Authorized Name: David L. Mathis

Title: Director

Budget
January 1, 2012 – December 31, 2012

Training Staff Salaries

- Coordinator - \$770/wk X 52 wks \$ 40,040.00
- Sr. Employment Advisor - \$ 655/wk X 52 wks \$ 34,060.00
- (9) Employment Advisors - \$ 625/wk X 52 wks \$ 292,500.00
- Principal Account Clerk - \$ 446.25/wk X 52 wks \$ 23,205.00

Total Staff Salaries \$ 389,805

Staff Fringe Benefits

- Blended Rate (35%) \$ 136,432.00

Total Staff Fringe Benefits \$ 136,432

Program Operating Expenses

- Staff Training & Travel \$ 9,000

Administration Costs

- (Payroll services, administrative supplies, etc.
8% of Salary & fringe) \$ 42,099

Total Program Cost \$ 577,336

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

- and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and
 - B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

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

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

- A. The applicant that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-
 - 1. Abide by the terms of the statement and;
 - 2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.
 - (f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

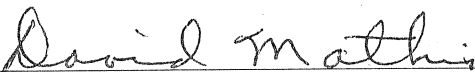
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Oneida County Workforce Development

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

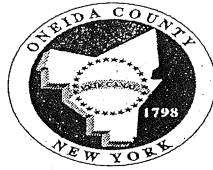
David L. Mathis, Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

October 21, 2011
DATE

Anthony J. Picente Jr.
County Executive



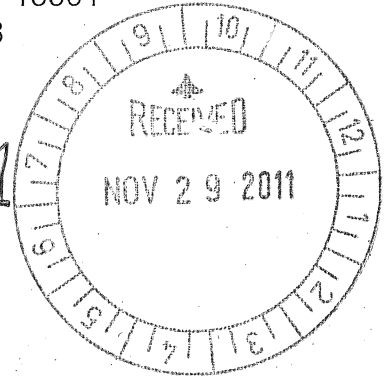
Lucille A. Soldato
Commissioner

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

November 3, 2011

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

FN 20 11-349



HUMAN RESOURCES

Dear Mr. Picente:

WAYS & MEANS

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

Personal Care Services are a vital deterrent to the placement of eligible Medicaid Clients in Nursing Home Care. These services enable people to remain at home, maintaining a lower cost of care.

This Purchase of Services Agreement for Personal Care Services to be provided by U.S. Care Systems, Inc. 2614 Genesee Street, Utica, New York 13502. The Contract is established for the year January 1, 2012 through December 31, 2012. New York State Department of Health establishes the Personal Care Rates. The cost of this service was \$ 662,232.00 from October 1, 2010 through June 30, 2011 with a local share of 10 % or \$ 66,223.20.

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

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

LAS/tms
attachment

Date 11/16/11

11/3/11
17102

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: U.S. Care Systems, Inc.
2614 Genesee Street
Utica, New York 13502

Title of Activity or Services: Personal Care Services

Proposed Dates of Operations: January 1, 2012 through December 31, 2012

Client Population/Number to be Served: Physically or Mentally disabled individuals in receipt of Medicaid who are residing in their own home.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Personal Care Services is defined as some or total assistance with personal hygiene, dressing and feeding, nutritional and environmental support functions and health-related tasks. Such services shall be essential to the maintenance of the patient's health and safety within his/her own home, ordered by the attending physician, based on an assessment of the patient's needs provided by a qualified person in accordance with a plan of care and supervised by a registered professional nurse.

2). Program/Service Objectives and Outcomes -

To enable disabled Medicaid recipients to remain in their own home and delay or divert entrance to a higher level of care.

3). Program Design and Staffing Level - N/A

Total Funding Requested: \$ 17.00 - \$ 24.00 per hour. Rates are determined by New York State - Rates quoted are the highest rates and vary by level of care needed.

Oneida County Dept. Funding Recommendation: NYSDOH determines rates.

Account # A6102.495

Mandated or Non-mandated: Mandated service

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

Federal	62 % -	\$ 410,583.84
State	28 % -	\$ 185,424.96
County	10 % -	\$ 66,223.20

Cost Per Client Served: \$ 17.00 - \$ 24.00 per hour however, rates vary as to the level of care required. Rates quoted are at the highest level of care.

Past performance Served: The Department has had a contract with U.S. Care Systems, Inc. since 1991. This contract is paid directly by New York State through eMedNY, the cost of this service to the Department is included in the Medicaid Cap. The total cost to the state was \$ 662,232 from October 1, 2010 through September 30, 2011 with a local cost to the Department equaling approximately \$66,223.20.

O.C. Department Staff Comments: The Department contracts with a number of agencies to ensure availability of service.

Agreement

BETWEEN A LOCAL SOCIAL SERVICES DISTRICT AND A CONTRACTING AGENCY FOR PERSONAL CARE SERVICES (PURSUANT TO TITLE 11 OF ARTICLE 5 OF THE NEW YORK SOCIAL SERVICE LAWS AND TITLE XIX OF THE UNITED STATES SOCIAL SECURITY ACT).

FOR TITLE XIX SERVICES ONLY

MADE THIS 1ST DAY OF JANUARY, 2012

BETWEEN ONEIDA COUNTY THE SOCIAL SERVICES DISTRICT LOCATED AT 800 PARK AVENUE, UTICA, NEW YORK, 13502 (HEREINAFTER CALLED THE

DISTRICT), AND U.S. CARE SYSTEMS, INC. LOCATED AT

2614 GENESEE STREET, UTICA, NEW YORK, 13502

(HEREINAFTER CALLED THE PROVIDER)

This Agreement is between Oneida County Department of Social Services, a municipal corporation of the State of New York, hereinafter referred to as the Social Services District, having its principal office at 800 Park Avenue, Utica, New York 13501 and U.S. Care Systems, Inc. (Provider) having its principal office at 401 Columbia Street, 3rd Floor, Utica, New York 13502.

The parties hereto desire to make available to the County of Oneida, Personal Care Services under Title XIX of the Federal Social Security Act.

The Social Services District is authorized, pursuant to Section 365-a(2)(e) of the New York State Social Services Law and 18 New York Code of Rules and Regulation (NYCRR) and/or other New York State Department of Health regulations, to provide personal care services to persons eligible to receive said services; and

The Social Services District is desirous of obtaining personal care services to be rendered to recipients of Medical Assistance (Medicaid) for which reimbursement is available pursuant to Title XIX of the Federal Social Security Act and applicable state law; and

The Provider herein represents that he or she will provide services that are authorized pursuant to Title XIX of the Federal Social Security Act and applicable state law and which are eligible for reimbursement thereto;

THEREFORE, the parties signing and executing this instrument do in consideration of the above agree as follows:

1. Providers as Independent Contractors

The Social Services District and the Provider agree that the Provider is an independent Contractor and is not in any way to be deemed an employee of the Social Services District or the State Department of Health. The Provider agrees that it will, at all times, indemnify and hold the Social Services District and the State Department of Health and their officers or employees harmless and free and clear of any and all liability arising from any act of omission or commission by the Provider, its officers or employees with respect to this Agreement and any of the terms thereof. It is further understood and agreed that no agent, servant or employee of the Provider shall, at any time, or under any circumstances, be deemed to be an agent, servant, or employee of the Social Services District or State Department of Health. Notwithstanding the foregoing, the Provider shall not be required to indemnify the Social Services District or the State Department of Health for any losses resulting solely from the provider's negligence.

2. Provision of Personal Care Services

The Provider agrees to provide personal care services, as defined in New York State 18 NYCRR to recipients of Medicaid, as defined in Title 11 of Article 5 of the New York State Social Services Law and/or Title XIX of the Federal Social Security Act, if requested to provide said services by a social services district, pursuant to the order(s) and/or prescription(s) of a physician, in accordance with a plan of care and to be

supervised by a registered nurse, subject to the conditions set forth in the regulations of New York State 18 NYCRR or superseding provisions.

3. Authorization and Request for Personal Care Services

It shall be the sole responsibility of the Social Services District to determine the eligibility of a client. The Social Services District and/or eMedNY shall not reimburse the Provider for personal care services provided to persons who have not been determined eligible and authorized by the Social Services District to receive such services and when such services are not provided in accordance with the written authorization of the Social Services District. The Social Services District and/or eMedNY shall reimburse the Provider only for such personal care services authorized and provided in accordance with the policies and procedures of the Social Services District.

It shall be the sole responsibility of the Social Services District to notify the Provider of the service authorization of each client including the functions and tasks required.

The Social Services District will forward to the Provider written confirmation of each telephoned service authorization within seven working days of such notification.

4. Obligation to Utilize Provider

The Social Services District shall not be obligated to utilize the services of the Provider(s).

5. District's Termination of Contract

The Social Services District shall have the right to terminate this Agreement under the following conditions:

- a Upon receipt of notification that Federal and/or State reimbursement is no longer available for the services to be provided.
- b Failure of the personal care agency to perform its obligations pursuant to this Agreement and the requirements of 18 NYCRR 505.14.
- c Violation by the Provider of any of the material terms of this Agreement or participation in Medicaid fraud.
- d Except for emergencies when the patient's health and safety is in immediate jeopardy, the Social Services District shall give the Provider thirty (30) days written notice of intention to terminate services of the Provider under this Agreement; in the event of termination, the Provider shall, within five (5) working days, transfer copies of any and all records pertaining to any individual who has been or is receiving services provided by the Provider to the Social Services District. The Provider shall retain its original client care records and, within five (5) working days, transfer a copy of any and all client care records in lieu of originals which shall be retained by the Provider for at least six (6) years beyond the date of termination of the contract between Provider and district.
- e The cessation of services to a particular recipient shall not render this entire Agreement void or voidable.

6. Provider's Termination of Contract

The Provider shall have the right to terminate this Agreement under the following conditions:

- a. If there is an imposition of new or additional requirements by the Federal or State governments as a condition to continued Federal or State reimbursement which the Provider reasonably finds unacceptable;
- b. The State Department of Health has, pursuant to the provisions of this Agreement, reduced the rate paid to the Provider and the Provider finds such reduced rate to be unacceptable.
- c. The provider shall give the Social Services District thirty (30) days written notice of its intention to terminate services to the district or any individual who would otherwise remain eligible to continue receiving personal care services. This written notice of termination shall contain the reasons for termination and the effective dates.

7. Close-Out Procedures

Upon termination or expiration of this Agreement, the Provider shall comply with all State Department of Health and Social Services District's close-out procedures, including, but not limited to:

- a. Turn over to the State Department of Health or the Social Services District all books, client records, client documents and material relating to client services.
- b. Not incur or pay any further obligations pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by the Provider on account of this Agreement prior to receipt of notice of termination and falling due after such date shall be paid by the Social Services District in accordance with the terms of this Agreement if the Social Services District receives notice of such obligations within thirty (30) days after the date of termination, overpayments or funds paid in excess of Allowable Payments which have been paid to the Provider pursuant to this Agreement.
- c. Account for the refund to the Social Services District within thirty (30) days after the date of termination, overpayments of funds paid in excess of Allowable Payments which have been paid to the Provider pursuant to this Agreement.
- d. Submit to the State Department of Health within ninety (90) days after the date of termination or expiration, a final report of receipt and expenditure of funds relating to this Agreement. The report shall be made by a certified public accountant.

8. Terms of Agreement

This Agreement will be in effect for one year and will be automatically renewed at the end of the year and each subsequent year unless terminated. Either party may terminate this agreement at any time, with or without cause, by providing at least thirty days advance written notice of the termination to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of termination.

9. Jurisdiction of District

The Provider agrees that its employees or agents rendering personal care services shall be subject to the jurisdiction of the district and/or its designee, when such designee has been approved by the State Department of Health. It is understood and agreed that the Social Services District retains the right to maintain and continue case management for any recipients of Medicaid and that the activities of the Provider shall be subject to the monitoring of the Social Services District and the State Department of Health, in accordance with the requirements of 18 NYCRR.

10. Agreement to Renegotiate

The parties agree to renegotiate this Agreement in the event that the United States Department of Health and Human Services or the State Department of Health issue new or revised requirements on the Social Services District as a condition for receiving continued Federal or State reimbursement.

11. Amendment of Contract

This Agreement may be amended whenever determined necessary by the Social Services District and the Provider, if such amendments are approved by the State Department of Health. All amendments must be in writing, duly signed by both parties, and be annexed to the contract.

12. Fair Hearings

The Social Services District shall be responsible for providing notice to recipients of the recipient's right to a State fair hearing as required by Federal and State Law and regulations, and the manner in which a State fair hearing may be requested. The Provider, upon request of the Department, shall participate in State fair hearings when necessary for the determination of issues.

13. Adequacy of Service Notices

This contractual arrangement shall not diminish the Provider agency's responsibility for maintaining adequacy of service notices thereof to recipients, reports, surveys, studies, audits, court or judicial proceedings, and any other matters of procedures relating to the furnishing of personal care services by the Provider.

14. Adequacy of Provider Services

This contractual arrangement shall not diminish the Provider agency's responsibility for maintaining adequacy of services provided by the agency. As required in 10 NYCRR 766.10 (d), notwithstanding any other provisions in this contract, the Provider agency remains responsible for: a) ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations; b) ensuring the quality of all services provided by the agency; and c) ensuring adherence by the agency staff to the plan of care established for patients.

15. Liability Insurance

The Provider shall obtain and maintain in full force and effect liability or other insurance in an amount sufficient to protect the Social Services District and the State Department of

Health from any potential liability that may accrue as a result of any actions by the Provider; such coverage may be an endorsement to an existing policy of the Provider. Regardless of the form or manner of coverage, the insurer shall be requested by the Provider to provide the Social Services District with a written acknowledgment of coverage, the terms and conditions thereof, and a commitment to notify the Social Services District at least ten days before any cancellation, reduction or other change in coverage becomes effective (pursuant to usual insurance "hold harmless" or "loss payee" provisions).

16. Fiscal Reports

The Provider shall make the necessary and/or required employer payroll reports, deductions, and tax, insurance, or other payments, including, but not limited to, providing for worker's compensation insurance, disability insurance, U.S. Social Security taxes, federal and state unemployment insurance benefits, withholding federal, state and local income taxes; and comply with any other legal or customary requirements.

17. Performance Standards

The Provider shall provide services which assure the health and safety of the client and assist the client to live as independently as possible. To assure the quality of the service, the following shall apply:

- a. The Provider shall commence services as expeditiously as possible upon receipt of an oral or written authorization from the Social Services District. If notice to commence services is received on a Friday, Saturday, Sunday, or Official State Holiday, the said hour period shall begin to run on the next business day following such Friday, Saturday, Sunday or State Holiday.
- b. The Provider shall establish and maintain procedures in order to ensure uninterrupted service in accordance with service authorizations, including the following:
 - i) The Provider shall establish and maintain a 24 hour per day, seven day per week system for emergency replacement of personal care aides.
 - ii) The Provider shall establish and submit to the Social Services District for review and approval a holiday coverage plan for the provision of services.
 - iii) Providers who are certified in accordance with Part 760 of 10 NYCRR or licensed in accordance with Part 765 of 10 NYCRR shall share with the Social Services District their plan for emergency and disaster preparedness prepared in accordance with Section 763.8 of 10 NYCRR and Section 766.5 of 10 NYCRR. Those agencies which are not required to be certified or licensed and are providing services exclusively under 18 NYCRR shall establish and submit to the Social Services District for its prior approval a plan for maintaining services in the event of an emergency, including snowstorms and power failures.
 - iv) The Provider shall promptly notify the client and the Social Services District when the Provider is unable to provide continuing

services in accordance with service authorization. The Provider shall make such emergency arrangements as shall be necessary to ensure that the safety of the client is not endangered by the inability of the Provider to provide the authorized services.

- c. The Provider shall notify the Social Services District when personal care services appear to be no longer appropriate. The Provider shall in no event terminate services to a client without the prior approval of the Social Services District.
- d. The Provider shall notify in writing all their employees that the personal care aides cannot cash checks, do banking or pay bills for the client without special written permission from the Social Services District. If such permission is granted, all such transactions shall be documented in writing.
- e. The personal care aide shall not directly or indirectly solicit any gift or accept any gift, whether in the form of money, services, loans, time off, telephone usage, travel or any other form.

18. Administrative Supervision

The Provider agrees to perform administrative supervision activities to assure that personal care services are provided as authorized by the case management agency. To assure that services are provided according to the level, amount, frequency and duration authorized, the provider agrees to:

- a) Notify the case manager agency within 24 hours of the initial referral whether the agency accepts or rejects an assigned case. If the provider accepts the client, the provider agency must notify the case management agency of the arrangements made to provide personal care services. If the provider rejects the client, the provider agrees to notify the case management agency of the reason for rejecting the referral.
- b) Assign a personal care aide(s) to the client which can meet his/her needs. In making such a determination, the Provider agrees to take the following into consideration:
 - i) the skills needed by the patient;
 - ii) the patient's cultural background, primary language, personal characteristics and geographic location; and
 - iii) the ability of the personal care aide to communicate with the patient or on the patient's behalf;
- c) Promptly provide a replacement when the assigned personal care aide:
 - i) Is unavailable;
 - ii) Does not work effectively with the patient or care givers or provides personal care services inappropriately or unsafely; or
 - iii) Is not performing to the satisfaction of the client.
- d) Promptly notify the case management agency when the provider is unable to maintain coverage including cases requiring service at night, weekends and holidays, or when there are questions regarding the adequacy of the authorized personal care services.
- e) Participate in, or arrange for, the orientation of persons providing personal care services to the employment policies and procedures of the agency;

- f) Evaluate, at a minimum annually, the overall job performance of persons providing personal care services;
- g) Check time cards for required documentation and maintain scheduling records and any other records necessary to fulfill required administration activities.

19. Provider Records

- a The provider agrees to maintain books, records, documents and acceptable accounting procedures and practices which adequately reflect all direct and indirect costs of any nature expended in the performance of this Agreement. The Provider also agrees to collect and maintain program and statistical records as prescribed by and on forms furnished by the Social Services District and authorized by the State Department of Health.
- b The Provider agrees to retain all books, records, and other documents relevant to this Agreement for six (6) full years after final payment. Federal and/or State auditors and any persons duly authorized by the Social Services District shall have full access to and the right to examine any of said materials during said six (6) year period.
- c The Social Services District and the Provider shall observe and require the observance of applicable Federal and State requirements relating to confidentiality or records and information, and each agrees not to allow examination of records or disclose information, except for examination of records by the Social Services District and/or the state Department of Health as may be necessary to assure that the purpose of the Agreement will be effectuated. The Social Services District also agrees that the physician's orders, the nursing and the social assessments will be maintained within their records provided that the district furnishes copies of such written documentation and information, including copies of the physician's orders and nursing assessment, and access to its staff, as may be required by the State Department of Health or by the licensed Provider agency, to assure compliance with applicable statutes, rules and regulations.

20. Cooperative Agreements

The Provider agrees that it has notified or will notify, the Social Services District and/or the State Department of Health of any affiliated entities with which it has direct or indirect cooperative agreements, contracts for services, or any other type of formal or informal arrangement whereby the costs and/or the amounts received in reimbursement for services rendered to recipients are shared among or transferred between the Provider and any other entity(ies); if the Provider makes any disbursement directly or indirectly to any entity receiving reimbursement from any governmental agency, the Social Services District and/or the State Department of Health shall also be notified.

21. Rates of Payment

The Social Services District shall reimburse the provider at the rate(s) set forth by the State Department of Health and approved by the State Division of the Budget. Unless otherwise stated, the rate of payment set forth shall be the total gross amount of payment and no additional reimbursement to the Provider will be made for any subsidiary or other services supplementary or in addition to the terms herein set forth. The terms set forth on

the rate page appended hereto shall be made a part hereof and shall be incorporated herein.

22. Local Variations

Local variations, if any, shall be set forth in Appendix B, appended hereto and shall be effective only if the terms and form of such variations do not conflict with the contents of this contract. The words and meaning of the terms in the main body shall be controlling to the exclusion of the local variations unless a separate executed Agreement between the State Department of Health and the Social Services District deliberately changes said effect and a copy of said Agreement is appended thereto.

23. Civil Rights Requirements

The Provider agrees to comply with the requirements of the United States Civil Rights Act of 1964 as amended and Executive Order No. 11246 entitled "Equal Employment Opportunities" and the regulations issued pursuant thereto as shall be deemed to exist or to bind any of the parties hereto.

24. Non-Discrimination Requirements

The Provider agrees to observe and comply with the Federal regulations contained in 45 CFR 84 entitled "Non-discrimination on the Basis of Handicap; Programs and Activities Receiving or Benefiting from Federal Financial Assistance."

25. Effective Dates

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 other parties hereto. Terms of this Agreement shall be effective beginning January 1, 2012 through December 31, 2012 and may be renewed agreeable to each party, and completed prior to the end of the term of this agreement.

26. Signatures

In Witness Whereof, the parties hereunto have signed and executed this Agreement on the date(s) indicated opposite their respective Signature.

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: 10.25.2011

Agency: U.S. Care Systems, Inc.

Authorized Signature: Robin E O'Brien

Print Authorized Name: ROBIN E O'BRIEN

Title: Exec Director

eMedNY ID # 1E2

APPENDIX A

The Parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract:

- I. This contract may not be assigned by the Provider or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State Department of Health.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The provider specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - a) No laborer, workman or mechanic, in the employ of the provider, subprovider or other person doing or contracting to do the whole or; any part of the work contemplated by the contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week, except in the emergencies set forth in the Labor Law.
 - b) The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law.
 - c) The minimum hourly rate of wage to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 1. The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than;
 - a. The stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended, or
 - b. Less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The Provider specifically agrees, as required by the provisions of the Labor Law, Section 220-e as amended, that:
 - a) In hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no provider, subprovider nor any person acting on behalf of such provider or subprovider, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - b) No provider, subprovider, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for

the performance of work under this contract on account of race, creed, color, sex or national origin.

- c) There may be deducted from the amount payable to the provider by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract.
- d) This contract may be canceled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the contract.
- e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.
- b) If directed to do so by the Commissioner of Human Rights, the contractor will send to each labor union or representative of workers with which the contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative or the provider's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the contractor was directed to do so by the providing agency as part of the bid or negotiation of this contract, the provider shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability or marital status, and that such labor union or representative will cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the provider shall promptly notify the State Commissioner of such failure of refusal.
- c) If directed to do so by the Commissioner of Human Rights, the provider will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions

- of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.
- d) The Provider will state, in all solicitations or advertisement for employees placed by or on behalf of the Provider, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability, or marital status.
 - e) The Provider will comply with the provisions of Sections 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discriminatory clauses and such sections of the Executive Law, and will permit access to the provider's books, records and accounts by the State Commissioner of the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
 - f) This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the providing agency upon the basis of a finding made by the State Commissioner of Human Rights that the provider has not complied with these non-discrimination clauses, and the contractor may be declared ineligible for future contracts made by or on behalf of the State or public authority or agency of the State, until the Provider satisfies the State Commissioner of Human Rights that the Provider has established and is carrying out a program in conformity with the provisions of these not-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the provider and an opportunity has been afforded the provider to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by Law.
 - g) The provider will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subprovider or vendor as to operations to be performed within the State of New York. The Provider will take such action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the providing agency may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the State Commissioner of Human Services of the providing agency, the Provider shall promptly so

notify the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York.

- VI. The agreement shall be void and of no force and effect unless the provider shall provide coverage for the benefit of, and keep covered during the life of this agreement, such employees as are required to be covered by the provisions of the Worker's Compensation Law.
- VII. In accordance with Section 200-f of the Labor Law and Section 139-h of the State Finance Law and the regulations of the Comptroller of the State of New York promulgated thereunder, the provider agrees, as a material condition of the contract:
 - a) That neither the provider nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder;
 - b) That if the Provider or any substantially owned or affiliated person, firm, partnership or corporation has been convicted or subjected to a final determination by the United States Commerce or any other appropriate agency of the United States of a violation of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder, the contractor shall notify the Comptroller of such conviction or determination in the manner prescribed by the Comptroller's regulations.

APPENDIX B

(Local Variations)

The New York State Department of Social Services has assumed full responsibility for setting home care services rates for Medicaid eligible clients.

Oneida County Department of Social Services agrees to make payment to U.S. Care Systems, Inc. at the reimbursable rate established by the New York State Department of Health.

APPENDIX C

AGREEMENT BETWEEN A LOCAL DEPARTMENT OF SOCIAL SERVICES AND
A CONTRACTING AGENCY FOR PERSONAL CARE SERVICES (PRUSUANT TO
TITLE 11
OF ARTICLE 5 OF THE NEW YORK STATE SOCIAL SERVICES LAW)
(FOR TITLE XIX SERVICES ONLY)

Between:

Oneida County Department of Social Services
(Social Services District)

and:

U.S. Care Systems, Inc.
(Provider)

Nursing Supervision

WHEREAS, as agreement has been or is simultaneously being executed between the parties hereto for the provision of home health care and personal care services; and,

WHEREAS, nursing supervision for personal care may be provided by a registered nurse who is an employee of a voluntary or proprietary agency pursuant to 18 NYCRR, and

WHEREAS, the Provider(s) herein represent(s) that he, she, it or they will provide said nursing supervision services as authorized pursuant to applicable state law and which are eligible for reimbursement thereto.

NOW, THEREFORE, the parties signing and executing this instrument do, in consideration of the above, covenant and agree as follows:

- A. All the terms and conditions contained in the agreement to which this addendum is appended shall continue in effect and the terms and conditions in this addendum are to be supplementary and subordinate therein.
- B. The Provider(s) agree(s) to provide nursing supervision for personal care as defined in New York State Department of Health If requested by the local Social Services District, the Provider agrees to provide nursing supervision for personal care as defined in 18 NYCRR for services rendered to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of New York State Social Services Law if requested to provide said services by a social services district subject to the conditions set forth in the regulations of the New York State Department of Health; said nursing supervision services shall be rendered subject to the same terms and conditions set forth for personal care services in the Agreement to which this addendum is appended.
 - a. All the terms and conditions contained in the agreement to which this addendum is appended shall continue in effect and the terms and conditions in this addendum are to be supplementary and subordinate thereto.
 - b. The Provider(s) agree(s) to provide nursing supervision for personal care as defined in 18 NYCRR for services rendered to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of the New York State Social Services law, if requested to provide said services by a social services district subject to the conditions set forth in the regulations of the New York State Department of Health; said nursing supervision services shall be rendered subject to the same terms and conditions set forth for personal care services in the agreement to which this addendum is appended.

- c. The Provider(s) agree(s) that all nursing supervision services performed under its direction shall be performed by a registered nurse who possesses the qualifications required by New York State Department of Health and/or any other state or federal law and/or regulations; all persons rendering such nursing supervision services shall be employees of the Provider in accordance with the New York State Department of Health requirements.
- d. The Social Services District shall reimburse the Provider at the rate(s) set forth by the New York State Department of Health and approved by the state Division of Budget. Unless otherwise stated, the rate of payment set forth shall be the total gross amount of payment, and no additional reimbursement to the Provider will be made for any subsidiary or other services supplementary or in addition to the terms herein set forth. The terms set forth on the rate page appended hereto shall be made a part hereof and shall be incorporated herein.
- e. This addendum shall be valid and binding for the time period set forth in the agreement to which this addendum is appended unless a shorter period of effectiveness is set forth below:

From (date):

To:

- f. This addendum contains all the additional terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, exist regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto, and any amendments, modifications, or revisions shall be subject to the terms and/or conditions set forth in the agreement to which this addendum is appended.

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.

US CARE SYSTEMS, INC.
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

ROBIN E. O'BRIEN EXECUTIVE DIRECTOR
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Robin E. O'Brien 10/26/2011
SIGNATURE DATE

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



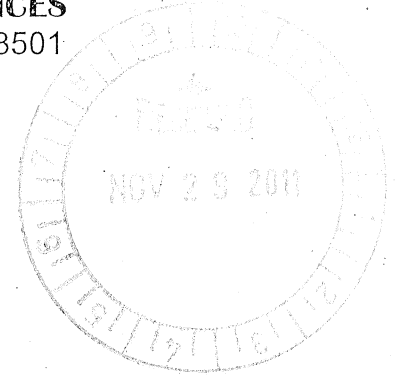
ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building 800 Park Avenue Utica, NY 13501

November 3, 2011

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

FN 20 11 - 350

HUMAN RESOURCES



WAYS & MEANS

Dear Mr. Picente:

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

Enclosed are copies of a renewal Purchase of Services Agreement for Mohawk Valley Resource Center for Refugees, Inc., 309 Genesee Street, Utica, New York 13501, which provides language interpreting services to allow the Department to communicate effectively with non-English speaking clients.

The agreement shall commence January 1, 2012 and run through December 31, 2012. The Department spent \$ 61,945 from October 1, 2010 through September 30, 2011 and has a local cost of 10% or \$ 6,194.50.

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

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 11/16/11

LAS/tms
attachment

36701
11/3/11

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Mohawk Valley Resource Center for Refugees, Inc.
309 Genesee Street
Utica, New York 13501

Title of Activity or Services: Language Interpreter Service

Proposed Dates of Operations: January 1, 2012 through December 31, 2012

Client Population/Number to be Served: The Department is in need of Interpreter Services for a number of service needs including but not limited to casework appointments, counseling appointments and eligibility services.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor has the ability to provide language interpreter service to the Department to allow the Department to communicate with our Non-English speaking clients.

2). Program/Service Objectives and Outcomes -

The Department will be able to communicate effectively with the Non-English speaking clients.

3). Program Design and Staffing Level -

Total Funding Requested: \$ 50.00 per hour

Oneida County Dept. Funding Recommendation: Account #:A6101.495

Mandated or Non-mandated: Mandated

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

Federal	62 %	\$ 31.00 per hour
State	28 %	\$ 14.00 per hour
County	10 %	\$ 5.00 per hour

Cost Per Client Serves \$ 50.00 per hour

Past performance Served: The Department has contracted with this provider for this service since 2007. The Department spent \$ 61,945.00 from October 1, 2010 through September 30, 2011.

O.C. Department Staff Comments: With the growing Non-English speaking clients that the Department services, this is a cost effective way to break through the language barriers and will enable the Department to communicate effectively with our clients.

PURCHASE OF SERVICE AGREEMENT
BETWEEN
Oneida County Department of Social Services
and
Mohawk Valley Resource Center For Refugees, Inc.

THIS AGREEMENT, made and entered in to, by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the Mohawk Valley Resource Center for Refugees, Inc. 309 Genesee Street, Utica, New York 13501 (hereinafter called Contractor).

Whereas, the Department has need for Language Interpreter Services.

Whereas, the Department is mandated to make such Interpreter Services available between health care providers and recipients by the New York State Department of Social Services per 85INF-4

Whereas, the Department is in need of Interpreter Services for other service needs including but not limited to:

- (1). Casework Appointments .
- (2). Counseling Appointments.
- (3). Eligibility Services.

Whereas, the Mohawk Valley Resource Center for Refugees, Inc. has the ability to provide Interpreter Service for the Department.

Now, therefore, the Contractor agrees to provide interpreters for the Department with hours from 8:30am – 4:30pm with a one hour minimum. The Department agrees to pay the Contractor for services at a rate of \$ 50.00 for the first hour and \$ 10.00 for each additional ¼ hour increments or discounted rate for additional full hours at a rate of \$ 30.00 per hour after the minimum one hour requirement has been achieved. In the instance of a Client no show the interpreter will wait 20 minutes for client and will leave after that point and the Department will be charged a \$ 20.00 no show fee.

Appointment Scheduling: Contractor requests all scheduling of service 48 hours prior to appointments and requests a 24 hours advance notice of any cancellation of appointments.

The Department reserves the right to purchase blocks of time for interpreter services according to a set schedule each week at a flat rate of \$ 30.00 per hour with a 3 hour minimum block. A block schedule if implemented will be agreed upon by the Contractor and the Commissioner of Social Services.

The term of this Agreement shall begin January 1, 2012 and terminate December 31, 2012 and can be terminated prior to that date, upon 30 day notice to the Contractor. Payment for services shall be made to the Contractor upon submission of a County Voucher. The Voucher shall be accompanied by a listing of clients, DSS / MA Case #, dates and times of service.

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 Regulation promulgated thereunder and shall not be disclosed except as authorized by law.

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

The Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

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 NYS DSS 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 will keep accurate records for each public charge receiving services under this Agreement.

The Contractor agrees to maintain financial records and necessary supporting documents as required by the Department. Such financial and statistical records shall be made available to authorized County, State and / or Federal staff for review and Audit upon request.

This Agreement may be terminated by either party upon 30 days notice to the other party.

The Contractor agrees to provide a Quarterly Program Evaluation.

It should be the responsibility of representatives of the County of Oneida involved either directly or

Page 5 of 9

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 Department is responsible for determination of eligibility for Public Assistance / Medicaid Programs.

In the event of a Fair Hearing, the Contractor shall limit the role to that of Interpreter.

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 of the County of Oneida

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

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

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

This Agreement 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.

*Mohawk Valley Resource Center for Refugees
Interpreter Services*

36701
January 1, 2012 – December 31, 2012

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

Date: _____
Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____
Oneida County Attorney

Date: _____

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

Date: 10-25-11

Agency: Mohawk Valley Resource Center for Refugees

Authorized Signature: *Peter D. Vogel*

Print Authorized Name: Peter D. Vogel

Title: Executive Director

.....

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

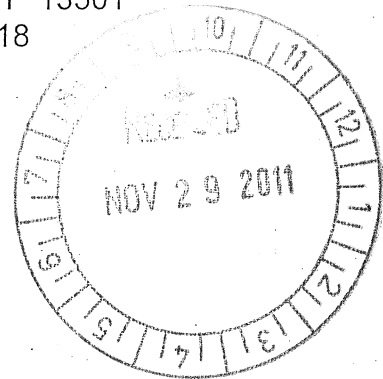
November 3, 2011

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

FN 20 11-351

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.

Personal Care Services are a vital deterrent to the placement of eligible Medicaid Clients in Nursing Home Care. These services enable people to remain at home, maintaining a lower cost of care.

This Purchase of Services Agreement for Personal Care Services to be provided by Family Home Care, 519 N. Madison Street, Rome, New York 13440. The Contract is established for the year January 1, 2012 through December 31, 2012. New York State Department of Health establishes the Personal Care Rates. The cost of this service was \$ 146,759.00 from October 1, 2010 through September 30, 2011 with a local share of 10 % or \$ 14,675.90.

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 11/10/11

11/3/11
11803

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Family Home Care
519 N. Madison Street
Rome, New York 13440

Title of Activity or Services: Personal Care Services

Proposed Dates of Operations: January 1, 2012 through December 31, 2012

Client Population/Number to be Served: Physically or Mentally disabled individuals in receipt of Medicaid who are residing in their own home.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Personal Care Services is defined as some or total assistance with personal hygiene, dressing and feeding, nutritional and environmental support functions and health-related tasks. Such services shall be essential to the maintenance of the patient's health and safety within his/her own home, ordered by the attending physician, based on an assessment of the patient's needs provided by a qualified person in accordance with a plan of care and supervised by a registered professional nurse.

2). Program/Service Objectives and Outcomes -

To enable disabled Medicaid recipients to remain in their own home and delay or divert entrance to a higher level of care.

3). Program Design and Staffing Level - N/A

Total Funding Requested: \$ 17.00 - \$ 24.00 per hour-Rates determined by New York State.
Rates quoted is the highest rates and vary by level of care needed.

Oneida County Dept. Funding Recommendation: Account # A6102.495

Mandated or Non-mandated: Mandated service

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

Federal	62 % -	\$ 90,990.58
State	28 % -	\$ 41,092.52
County	10 % -	\$ 14,675.90

Cost Per Client Served: \$ 17.00 - \$ 24.00 per hour however, rates vary as to the level of care required.

Past performance Served: The Department has had a contract with Family Home Care since 1990. This contract is paid directly by New York State through eMedNY, the cost of this service to the Department is included in the Medicaid Cap. The total cost to the state was \$ 146,759 for the time period October 2010 through September 2011 with a cost to the Department equaling approximately \$ 14,675.90.

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

Agreement

BETWEEN A LOCAL SOCIAL SERVICES DISTRICT AND A CONTRACTING AGENCY FOR PERSONAL CARE SERVICES (PURSUANT TO TITLE 11 OF ARTICLE 5 OF THE NEW YORK SOCIAL SERVICE LAWS AND TITLE XIX OF THE UNITED STATES SOCIAL SECURITY ACT).

FOR TITLE XIX SERVICES ONLY

MADE THIS 1ST DAY OF JANUARY, 2012

BETWEEN ONEIDA COUNTY THE SOCIAL SERVICES DISTRICT LOCATED AT 800 PARK AVENUE, UTICA, NEW YORK, 13502 (HEREINAFTER CALLED THE DISTRICT), AND FAMILY HOME CARE LOCATED AT 519 NORTH MADISON STREET, ROME, NEW YORK, 13440 (HEREINAFTER CALLED THE PROVIDER)

Agreement

BETWEEN A LOCAL SOCIAL SERVICES DISTRICT AND A CONTRACTING AGENCY FOR PERSONAL CARE SERVICES (PURSUANT TO TITLE 11 OF ARTICLE 5 OF THE NEW YORK SOCIAL SERVICE LAWS AND TITLE XIX OF THE UNITED STATES SOCIAL SECURITY ACT).

FOR TITLE XIX SERVICES ONLY

MADE THIS 1ST DAY OF JANUARY, 2012

BETWEEN ONEIDA COUNTY THE SOCIAL SERVICES DISTRICT LOCATED AT 800 PARK AVENUE, UTICA, NEW YORK, 13502 (HEREINAFTER CALLED THE DISTRICT), AND FAMILY HOME CARE LOCATED AT 519 NORTH MADISON STREET, ROME, NEW YORK, 13440 (HEREINAFTER CALLED THE PROVIDER)

This Agreement is between Oneida County Department of Social Services, a municipal corporation of the State of New York, hereinafter referred to as the Social Services District, having its principal office at 800 Park Avenue, Utica, New York 13501 and Family Home Care (Provider) having its principal office at 519 North Madison Street, Rome, New York 13440.

The parties hereto desire to make available to the County of Oneida, Personal Care Services under Title XIX of the Federal Social Security Act.

The Social Services District is authorized, pursuant to Section 365-a(2)(e) of the New York State Social Services Law and 18 New York Code of Rules and Regulation (NYCRR) and/or other New York State Department of Health regulations, to provide personal care services to persons eligible to receive said services; and

The Social Services District is desirous of obtaining personal care services to be rendered to recipients of Medical Assistance (Medicaid) for which reimbursement is available pursuant to Title XIX of the Federal Social Security Act and applicable state law; and

The Provider herein represents that he or she will provide services that are authorized pursuant to Title XIX of the Federal Social Security Act and applicable state law and which are eligible for reimbursement thereto;

THEREFORE, the parties signing and executing this instrument do in consideration of the above agree as follows:

1. Providers as Independent Contractors

The Social Services District and the Provider agree that the Provider is an independent Contractor and is not in any way to be deemed an employee of the Social Services District or the State Department of Health. The Provider agrees that it will, at all times, indemnify and hold the Social Services District and the State Department of Health and their officers or employees harmless and free and clear of any and all liability arising from any act of omission or commission by the Provider, its officers or employees with respect to this Agreement and any of the terms thereof. It is further understood and agreed that no agent, servant or employee of the Provider shall, at any time, or under any circumstances, be deemed to be an agent, servant, or employee of the Social Services District or State Department of Health. Notwithstanding the foregoing, the Provider shall not be required to indemnify the Social Services District or the State Department of Health for any losses resulting solely from the provider's negligence.

2. Provision of Personal Care Services

The Provider agrees to provide personal care services, as defined in New York State 18 NYCRR to recipients of Medicaid, as defined in Title 11 of Article 5 of the New York State Social Services Law and/or Title XIX of the Federal Social Security Act, if requested to provide said services by a social services district, pursuant to the order(s) and/or prescription(s) of a physician, in accordance with a plan of care and to be supervised by a registered nurse, subject to the conditions set forth in the regulations of New York State 18 NYCRR or superseding provisions.

3. Authorization and Request for Personal Care Services

It shall be the sole responsibility of the Social Services District to determine the eligibility of a client. The Social Services District and/or eMedNY shall not reimburse the Provider for personal care services provided to persons who have not been determined eligible and authorized by the Social Services District to receive such services and when such services are not provided in accordance with the written authorization of the Social Services District. The Social Services District and/or eMedNY shall reimburse the Provider only for such personal care services authorized and provided in accordance with the policies and procedures of the Social Services District.

It shall be the sole responsibility of the Social Services District to notify the Provider of the service authorization of each client including the functions and tasks required.

The Social Services District will forward to the Provider written confirmation of each telephoned service authorization within seven working days of such notification.

4. Obligation to Utilize Provider

The Social Services District shall not be obligated to utilize the services of the Provider(s).

5. District's Termination of Contract

The Social Services District shall have the right to terminate this Agreement under the following conditions:

- a Upon receipt of notification that Federal and/or State reimbursement is no longer available for the services to be provided.
- b Failure of the personal care agency to perform its obligations pursuant to this Agreement and the requirements of 18 NYCRR 505.14.
- c Violation by the Provider of any of the material terms of this Agreement or participation in Medicaid fraud.
- d Except for emergencies when the patient's health and safety is in immediate jeopardy, the Social Services District shall give the Provider thirty (30) days written notice of intention to terminate services of the Provider under this Agreement; in the event of termination, the Provider shall, within five (5) working days, transfer copies of any and all records pertaining to any individual who has been or is receiving services provided by the Provider to the Social Services District. The Provider shall retain its original client care records and, within five (5) working days, transfer a copy of any and all client care records in lieu of originals which shall be retained by the Provider for at least six (6) years beyond the date of termination of the contract between Provider and district.
- e The cessation of services to a particular recipient shall not render this entire Agreement void or voidable.

6. Provider's Termination of Contract

The Provider shall have the right to terminate this Agreement under the following conditions:

- a. If there is an imposition of new or additional requirements by the Federal or State governments as a condition to continued Federal or State reimbursement which the Provider reasonably finds unacceptable;
- b. The State Department of Health has, pursuant to the provisions of this Agreement, reduced the rate paid to the Provider and the Provider finds such reduced rate to be unacceptable.
- c. The provider shall give the Social Services District thirty (30) days written notice of its intention to terminate services to the district or any individual who would otherwise remain eligible to continue receiving personal care services. This written notice of termination shall contain the reasons for termination and the effective dates.

7. Close-Out Procedures

Upon termination or expiration of this Agreement, the Provider shall comply with all State Department of Health and Social Services District's close-out procedures, including, but not limited to:

- a. Turn over to the State Department of Health or the Social Services District all books, client records, client documents and material relating to client services.
- b. Not incur or pay any further obligations pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by the Provider on account of this Agreement prior to receipt of notice of termination and falling due after such date shall be paid by the Social Services District in accordance with the terms of this Agreement if the Social Services District receives notice of such obligations within thirty (30) days after the date of termination, overpayments or funds paid in excess of Allowable Payments which have been paid to the Provider pursuant to this Agreement.
- c. Account for the refund to the Social Services District within thirty (30) days after the date of termination, overpayments of funds paid in excess of Allowable Payments which have been paid to the Provider pursuant to this Agreement.
- d. Submit to the State Department of Health within ninety (90) days after the date of termination or expiration, a final report of receipt and expenditure of funds relating to this Agreement. The report shall be made by a certified public accountant.

8. Terms of Agreement

This Agreement will be in effect for one year and will be automatically renewed at the end of the year and each subsequent year unless terminated. Either party may terminate this agreement at any time, with or without cause, by providing at least thirty days advance written notice of the termination to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of termination.

9. Jurisdiction of District

The Provider agrees that its employees or agents rendering personal care services shall be subject to the jurisdiction of the district and/or its designee, when such designee has been approved by the State Department of Health. It is understood and agreed that the Social Services District retains the right to maintain and continue case management for any recipients of Medicaid and that the activities of the Provider shall be subject to the monitoring of the Social Services District and the State Department of Health, in accordance with the requirements of 18 NYCRR.

10. Agreement to Renegotiate

The parties agree to renegotiate this Agreement in the event that the United States Department of Health and Human Services or the State Department of Health issue new or revised requirements on the Social Services District as a condition for receiving continued Federal or State reimbursement.

11. Amendment of Contract

This Agreement may be amended whenever determined necessary by the Social Services District and the Provider, if such amendments are approved by the State Department of Health. All amendments must be in writing, duly signed by both parties, and be annexed to the contract.

12. Fair Hearings

The Social Services District shall be responsible for providing notice to recipients of the recipient's right to a State fair hearing as required by Federal and State Law and regulations, and the manner in which a State fair hearing may be requested. The Provider, upon request of the Department, shall participate in State fair hearings when necessary for the determination of issues.

13. Adequacy of Service Notices

This contractual arrangement shall not diminish the Provider agency's responsibility for maintaining adequacy of service notices thereof to recipients, reports, surveys, studies, audits, court or judicial proceedings, and any other matters of procedures relating to the furnishing of personal care services by the Provider.

14. Adequacy of Provider Services

This contractual arrangement shall not diminish the Provider agency's responsibility for maintaining adequacy of services provided by the agency. As required in 10 NYCRR 766.10 (d), notwithstanding any other provisions in this contract, the Provider agency remains responsible for: a) ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations; b) ensuring the quality of all services provided by the agency; and c) ensuring adherence by the agency staff to the plan of care established for patients.

15. Liability Insurance

The Provider shall obtain and maintain in full force and effect liability or other insurance in an amount sufficient to protect the Social Services District and the State Department of Health from any potential liability that may accrue as a result of any actions by the

Provider; such coverage may be an endorsement to an existing policy of the Provider. Regardless of the form or manner of coverage, the insurer shall be requested by the Provider to provide the Social Services District with a written acknowledgment of coverage, the terms and conditions thereof, and a commitment to notify the Social Services District at least ten days before any cancellation, reduction or other change in coverage becomes effective (pursuant to usual insurance "hold harmless" or "loss payee" provisions).

16. Fiscal Reports

The Provider shall make the necessary and/or required employer payroll reports, deductions, and tax, insurance, or other payments, including, but not limited to, providing for worker's compensation insurance, disability insurance, U.S. Social Security taxes, federal and state unemployment insurance benefits, withholding federal, state and local income taxes; and comply with any other legal or customary requirements.

17. Performance Standards

The Provider shall provide services which assure the health and safety of the client and assist the client to live as independently as possible. To assure the quality of the service, the following shall apply:

- a. The Provider shall commence services as expeditiously as possible upon receipt of an oral or written authorization from the Social Services District. If notice to commence services is received on a Friday, Saturday, Sunday, or Official State Holiday, the said hour period shall begin to run on the next business day following such Friday, Saturday, Sunday or State Holiday.
- b. The Provider shall establish and maintain procedures in order to ensure uninterrupted service in accordance with service authorizations, including the following:
 - i) The Provider shall establish and maintain a 24 hour per day, seven day per week system for emergency replacement of personal care aides.
 - ii) The Provider shall establish and submit to the Social Services District for review and approval a holiday coverage plan for the provision of services.
 - iii) Providers who are certified in accordance with Part 760 of 10 NYCRR or licensed in accordance with Part 765 of 10 NYCRR shall share with the Social Services District their plan for emergency and disaster preparedness prepared in accordance with Section 763.8 of 10 NYCRR and Section 766.5 of 10 NYCRR. Those agencies which are not required to be certified or licensed and are providing services exclusively under 18 NYCRR shall establish and submit to the Social Services District for its prior approval a plan for maintaining services in the event of an emergency, including snowstorms and power failures.
 - iv) The Provider shall promptly notify the client and the Social Services District when the Provider is unable to provide continuing services in accordance with service authorization. The Provider

shall make such emergency arrangements as shall be necessary to ensure that the safety of the client is not endangered by the inability of the Provider to provide the authorized services.

- c. The Provider shall notify the Social Services District when personal care services appear to be no longer appropriate. The Provider shall in no event terminate services to a client without the prior approval of the Social Services District.
- d. The Provider shall notify in writing all their employees that the personal care aides cannot cash checks, do banking or pay bills for the client without special written permission from the Social Services District. If such permission is granted, all such transactions shall be documented in writing.
- e. The personal care aide shall not directly or indirectly solicit any gift or accept any gift, whether in the form of money, services, loans, time off, telephone usage, travel or any other form.

18. Administrative Supervision

The Provider agrees to perform administrative supervision activities to assure that personal care services are provided as authorized by the case management agency. To assure that services are provided according to the level, amount, frequency and duration authorized, the provider agrees to:

- a) Notify the case manager agency within 24 hours of the initial referral whether the agency accepts or rejects an assigned case. If the provider accepts the client, the provider agency must notify the case management agency of the arrangements made to provide personal care services. If the provider rejects the client, the provider agrees to notify the case management agency of the reason for rejecting the referral.
- b) Assign a personal care aide(s) to the client which can meet his/her needs. In making such a determination, the Provider agrees to take the following into consideration:
 - i) the skills needed by the patient;
 - ii) the patient's cultural background, primary language, personal characteristics and geographic location; and
 - iii) the ability of the personal care aide to communicate with the patient or on the patient's behalf;
- c) Promptly provide a replacement when the assigned personal care aide:
 - i) Is unavailable;
 - ii) Does not work effectively with the patient or care givers or provides personal care services inappropriately or unsafely; or
 - iii) Is not performing to the satisfaction of the client.
- d) Promptly notify the case management agency when the provider is unable to maintain coverage including cases requiring service at night, weekends and holidays, or when there are questions regarding the adequacy of the authorized personal care services.
- e) Participate in, or arrange for, the orientation of persons providing personal care services to the employment policies and procedures of the agency;

- f) Evaluate, at a minimum annually, the overall job performance of persons providing personal care services;
- g) Check time cards for required documentation and maintain scheduling records and any other records necessary to fulfill required administration activities.

19. Provider Records

- a The provider agrees to maintain books, records, documents and acceptable accounting procedures and practices which adequately reflect all direct and indirect costs of any nature expended in the performance of this Agreement. The Provider also agrees to collect and maintain program and statistical records as prescribed by and on forms furnished by the Social Services District and authorized by the State Department of Health.
- b The Provider agrees to retain all books, records, and other documents relevant to this Agreement for six (6) full years after final payment. Federal and/or State auditors and any persons duly authorized by the Social Services District shall have full access to and the right to examine any of said materials during said six (6) year period.
- c The Social Services District and the Provider shall observe and require the observance of applicable Federal and State requirements relating to confidentiality or records and information, and each agrees not to allow examination of records or disclose information, except for examination of records by the Social Services District and/or the state Department of Health as may be necessary to assure that the purpose of the Agreement will be effectuated. The Social Services District also agrees that the physician's orders, the nursing and the social assessments will be maintained within their records provided that the district furnishes copies of such written documentation and information, including copies of the physician's orders and nursing assessment, and access to its staff, as may be required by the State Department of Health or by the licensed Provider agency, to assure compliance with applicable statutes, rules and regulations.

20. Cooperative Agreements

The Provider agrees that it has notified or will notify, the Social Services District and/or the State Department of Health of any affiliated entities with which it has direct or indirect cooperative agreements, contracts for services, or any other type of formal or informal arrangement whereby the costs and/or the amounts received in reimbursement for services rendered to recipients are shared among or transferred between the Provider and any other entity(ies); if the Provider makes any disbursement directly or indirectly to any entity receiving reimbursement from any governmental agency, the Social Services District and/or the State Department of Health shall also be notified.

21. Rates of Payment

The Social Services District shall reimburse the provider at the rate(s) set forth by the State Department of Health and approved by the State Division of the Budget. Unless otherwise stated, the rate of payment set forth shall be the total gross amount of payment and no additional reimbursement to the Provider will be made for any subsidiary or other services supplementary or in addition to the terms herein set forth. The terms set forth on

the rate page appended hereto shall be made a part hereof and shall be incorporated herein.

22. Local Variations

Local variations, if any, shall be set forth in Appendix B, appended hereto and shall be effective only if the terms and form of such variations do not conflict with the contents of this contract. The words and meaning of the terms in the main body shall be controlling to the exclusion of the local variations unless a separate executed Agreement between the State Department of Health and the Social Services District deliberately changes said effect and a copy of said Agreement is appended thereto.

23. Civil Rights Requirements

The Provider agrees to comply with the requirements of the United States Civil Rights Act of 1964 as amended and Executive Order No. 11246 entitled "Equal Employment Opportunities" and the regulations issued pursuant thereto as shall be deemed to exist or to bind any of the parties hereto.

24. Non-Discrimination Requirements

The Provider agrees to observe and comply with the Federal regulations contained in 45 CFR 84 entitled "Non-discrimination on the Basis of Handicap; Programs and Activities Receiving or Benefiting from Federal Financial Assistance."

25. Effective Dates

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 other parties hereto. Terms of this Agreement shall be effective beginning January 1, 2012 through December 31, 2012 and may be renewed agreeable to each party, and completed prior to the end of the term of this agreement.

Signatures

In Witness Whereof, the parties hereunto have signed and executed this Agreement on the date(s) indicated opposite their respective Signature.

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: 10/24/11

Agency: Family Home Care

Authorized Signature: Leslie M. VonDauber

Print Authorized Name: Leslie M. VON DAUBER

Title: Pres.

eMedNY ID # 16-1389465

APPENDIX A

The Parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract:

- I. This contract may not be assigned by the Provider or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State Department of Health.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The provider specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - a) No laborer, workman or mechanic, in the employ of the provider, subprovider or other person doing or contracting to do the whole or; any part of the work contemplated by the contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week, except in the emergencies set forth in the Labor Law.
 - b) The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law.
 - c) The minimum hourly rate of wage to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 1. The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than;
 - a. The stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended, or
 - b. Less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The Provider specifically agrees, as required by the provisions of the Labor Law, Section 220-e as amended, that:
 - a) In hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no provider, subprovider nor any person acting on behalf of such provider or subprovider, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - b) No provider, subprovider, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for

the performance of work under this contract on account of race, creed, color, sex or national origin.

- c) There may be deducted from the amount payable to the provider by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract.
- d) This contract may be canceled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the contract.
- e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.
- b) If directed to do so by the Commissioner of Human Rights, the contractor will send to each labor union or representative of workers with which the contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative or the provider's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the contractor was directed to do so by the providing agency as part of the bid or negotiation of this contract, the provider shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability or marital status, and that such labor union or representative will cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the provider shall promptly notify the State Commissioner of such failure of refusal.
- c) If directed to do so by the Commissioner of Human Rights, the provider will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions

- of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.
- d) The Provider will state, in all solicitations or advertisement for employees placed by or on behalf of the Provider, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability, or marital status.
 - e) The Provider will comply with the provisions of Sections 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discriminatory clauses and such sections of the Executive Law, and will permit access to the provider's books, records and accounts by the State Commissioner of the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
 - f) This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the providing agency upon the basis of a finding made by the State Commissioner of Human Rights that the provider has not complied with these non-discrimination clauses, and the contractor may be declared ineligible for future contracts made by or on behalf of the State or public authority or agency of the State, until the Provider satisfies the State Commissioner of Human Rights that the Provider has established and is carrying out a program in conformity with the provisions of these not-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the provider and an opportunity has been afforded the provider to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by Law.
 - g) The provider will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subprovider or vendor as to operations to be performed within the State of New York. The Provider will take such action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the providing agency may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the State Commissioner of Human Services of the providing agency, the Provider shall promptly so

notify the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York.

- VI. The agreement shall be void and of no force and effect unless the provider shall provide coverage for the benefit of, and keep covered during the life of this agreement, such employees as are required to be covered by the provisions of the Worker's Compensation Law.
- VII. In accordance with Section 200-f of the Labor Law and Section 139-h of the State Finance Law and the regulations of the Comptroller of the State of New York promulgated thereunder, the provider agrees, as a material condition of the contract:
 - a) That neither the provider nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder;
 - b) That if the Provider or any substantially owned or affiliated person, firm, partnership or corporation has been convicted or subjected to a final determination by the United States Commerce or any other appropriate agency of the United States of a violation of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder, the contractor shall notify the Comptroller of such conviction or determination in the manner prescribed by the Comptroller's regulations.

APPENDIX B

(Local Variations)

The New York State Department of Social Services has assumed full responsibility for setting home care services rates for Medicaid eligible clients.

Oneida County Department of Social Services agrees to make payment to Family Home Care at the reimbursable rate established by the New York State Department of Health.

APPENDIX C

AGREEMENT BETWEEN A LOCAL DEPARTMENT OF SOCIAL SERVICES AND
A CONTRACTING AGENCY FOR PERSONAL CARE SERVICES (PRUSUANT TO
TITLE 11
OF ARTICLE 5 OF THE NEW YORK STATE SOCIAL SERVICES LAW)
(FOR TITLE XIX SERVICES ONLY)

Between:

Oneida County Department of Social Services
(Social Services District)

and:

Family Home Care
(Provider)

Nursing Supervision

WHEREAS, an agreement has been or is simultaneously being executed between the parties hereto for the provision of home health care and personal care services; and;

WHEREAS, nursing supervision for personal care may be provided by a registered nurse who is an employee of a voluntary or proprietary agency pursuant to 18 NYCRR, and

WHEREAS, the Provider(s) herein represent(s) that he, she, it or they will provide said nursing supervision services as authorized pursuant to applicable state law and which are eligible for reimbursement thereto.

NOW, THEREFORE, the parties signing and executing this instrument do, in consideration of the above, covenant and agree as follows:

- A. All the terms and conditions contained in the agreement to which this addendum is appended shall continue in effect and the terms and conditions in this addendum are to be supplementary and subordinate therein.
- B. The Provider(s) agree(s) to provide nursing supervision for personal care as defined in New York State Department of Health If requested by the local Social Services District, the Provider agrees to provide nursing supervision for personal care as defined in 18 NYCRR for services rendered to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of New York State Social Services Law if requested to provide said services by a social services district subject to the conditions set forth in the regulations of the New York State Department of Health; said nursing supervision services shall be rendered subject to the same terms and conditions set forth for personal care services in the Agreement to which this addendum is appended.
 - a. All the terms and conditions contained in the agreement to which this addendum is appended shall continue in effect and the terms and conditions in this addendum are to be supplementary and subordinate thereto.
 - b. The Provider(s) agree(s) to provide nursing supervision for personal care as defined in 18 NYCRR for services rendered to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of the New York State Social Services law, if requested to provide said services by a social services district subject to the conditions set forth in the regulations of the New York State Department of Health; said nursing supervision services shall be rendered subject to the same terms and conditions set forth for personal care services in the agreement to which this addendum is appended.

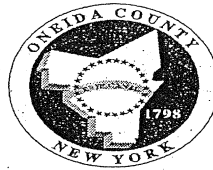
- c. The Provider(s) agree(s) that all nursing supervision services performed under its direction shall be performed by a registered nurse who possesses the qualifications required by New York State Department of Health and/or any other state or federal law and/or regulations; all persons rendering such nursing supervision services shall be employees of the Provider in accordance with the New York State Department of Health requirements.
- d. The Social Services District shall reimburse the Provider at the rate(s) set forth by the New York State Department of Health and approved by the state Division of Budget. Unless otherwise stated, the rate of payment set forth shall be the total gross amount of payment, and no additional reimbursement to the Provider will be made for any subsidiary or other services supplementary or in addition to the terms herein set forth. The terms set forth on the rate page appended hereto shall be made a part hereof and shall be incorporated herein.
- e. This addendum shall be valid and binding for the time period set forth in the agreement to which this addendum is appended unless a shorter period of effectiveness is set forth below:

From (date):

To:

- f. This addendum contains all the additional terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, exist regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto, and any amendments, modifications, or revisions shall be subject to the terms and/or conditions set forth in the agreement to which this addendum is appended.

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

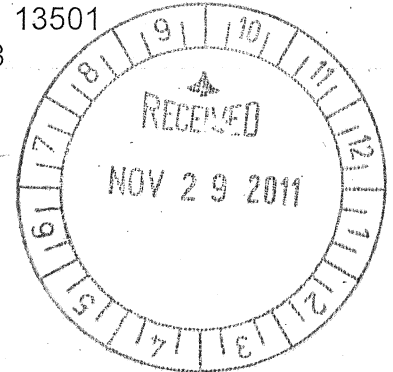
November 3, 2011

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

FN 20 11 - 352

HUMAN RESOURCES

WAYS & MEANS



Dear Mr. Picente:

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

The Purchase of Services Agreement with the Utica Police Department ensures a full-time Utica Police Officer whom is competent and trained in the area of Child Sexual Abuse investigation, will participate at the Child Advocacy Center.

The Child Advocacy Center has been in effect since 1990. This Center is multidisciplinary encompassing Law Enforcement, Child Protective Services, the District Attorney's Office and medical providers with a multidisciplinary approach.

This Agreement is scheduled to become effective January 1, 2012 through December 31, 2012. The total budget for participation of a Utica Police Department is \$ 105,383.34. The City of Utica will contribute 20% of the cost of this Agreement, in the amount of \$ 21,076.67. The total county portion is not to exceed \$84,306.67 with a local cost of 7.88 % of the total contract or \$ 8,304.21.

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 11/16/11

11/1/11
19001

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: City of Utica Police Department
413 Oriskany Street West
Utica, New York 13501

Title of Activity or Services: Child Advocacy Center

Proposed Dates of Operations: 1/1/2012-12/31/2012

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Multidisciplinary team that will increase the number of convictions in Child Sexual Abuse cases with participation from all law enforcement agencies throughout Oneida County. The contract allows for (1) Police Officer from the Utica Police Department to be dedicated to the Child Advocacy Center.

2). Program/Service Objectives and Outcomes -

Provides for participation of a Police Officer at the Child Advocacy Center. The Sexual Abuse Task Force allows Oneida County Department of Social Services to:

- (1). Establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services and Medical Providers Rape Crisis.
- (2). Increase percentage of reported Child Sexual Abuse case that are indicated, prosecuted, and convicted.
- (3). Decrease the number of interviews with the child, level of trauma to the child and secondary victims.

3). Program Design and Staffing Level -

1 Full-time Utica Police Officer

Which will work with a multidisciplinary team consisting of and additional:

1 Full-Time Oneida County Deputy Sheriff

1 Full-Time Rome Police Officer

1 Child Advocacy Administrator through the District Attorney Office

Total Funding Requested: \$ 105,383.34 Total
\$ 84,306.67 County Share
\$ 21,076.67 City Share

Oneida County Dept. Funding Recommendation: Account #: A6011.49537

Mandated or Non-mandated Service: The Department is mandated to investigate instances of alleged abuse or neglect

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

Federal	38.39 %	\$ 40,456.66
State	33.73 %	\$ 35,545.80
County	7.88 %	\$ 8,304.21
City	20.00 %	\$ 21,076.67

Cost Per Client Served:

Past performance Served: The Department has had a contract with the Utica Police Department as part of the Child Advocacy Center since 1990. The Department's 2011 total support for this service was \$ 73,419.00. The City of Utica began paying 20% of the one full time officer since 2002.

O.C. Department Staff Comments: The Department is satisfied with the provider's services.

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the Utica Police Department, 413 Oriskany Street West, Utica, New York 13502 (hereinafter called Contractor).

Whereas, the Department has need for a more intensive and coordinated approach to the investigation of Child Sexual Abuse.

Whereas, the Department desires to establish a Child Advocacy Center to deal with the problem of Child Sexual Abuse who would seek to meet the following goals:

1. Maintain a multidisciplinary team consisting of experienced and trained personnel from CPS, law enforcement, medical providers Rape Crisis, and the District Attorney's office,
2. Increase the percentage of reported child sexual abuse cases that are indicated, prosecuted and convicted,
3. Decrease the number of necessary interviews with the child victim,
4. Decrease the level of trauma to the child victims and secondary victims,
5. Maintain a child-oriented interview setting,
6. Maintain accurate records of reports, arrests, prosecutions, and convictions,
7. Provide on-going training, and
8. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

Now, therefore, the Contractor agrees to provide the Services of a Police Officer on a full-time basis to be assigned solely to the Department for participation in the Child Advocacy Center.

The Contractor agrees to have the police officers stationed on site with the Child Advocacy Center.

The Contractor agrees that the police officers will perform the following task as part of the Child Advocacy Center.

1. Be responsible for the investigation of the Sexual Abuse Allegations.
2. Interview victims using appropriate techniques agreed upon by the Task Force.
3. Interrogate suspects and possible witnesses, under the direction of the District Attorney.
4. Gather and process evidence on the assigned cases.
5. Work in tandem with the Child Protective Services Caseworkers at the Child Advocacy Center.
6. Participate in all meetings of the Child Advocacy Center and to assist in developing the methods and means by operation of the Task Force.
7. Attend all training, as proposed and established as part of the Child Advocacy Center.

The Contractor and the Department agrees that all information exchanged is considered confidential and will be used only for the purpose outlined in the Contract.

The Contractor agrees to comply with the Civil Rights Act of 1964, as amended by Executive Order 11246, 41CF Part 60, Section 504 of the Rehabilitation Act of 1973 and 45 CFR Parts 84 and 85;

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

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

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

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

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

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

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

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

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

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health

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

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

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

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

The Department agrees to Pay the Contractor on a monthly basis upon presentation of an Oneida County Voucher, listing the Contract #, Contract name, and an attached data including the Police Officer's Name, salary paid, and fringe, Certified copies of the assigned investigator's official time sheets will be attached to the voucher.

Reimbursement is as follows:

The Department will reimburse 80% of the total cost for Salary, overtime and benefits for one full-time Investigator not to exceed \$ 105,383.34, which the County will reimburse the City of Utica 80% not to exceed \$ 84,306.67. The City of Utica will contribute 20% in the amount of \$ 21,076.67 to support the full-time Officer. Any time spent by the Officer that is not related to the mission of the Child Advocacy Center without the prior approval of the law enforcement coordinator will not be reimbursed.

Any expenses or financial obligations made by the Officer without the prior approval of the law enforcement coordinator will become the responsibility of the contractor.

This Contract may be Amended upon receipt of a statement of applicable salary and fringe changes and upon approval from the Department.

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

The Contractor agrees that all records must be available for a period of 6 years and must be made available for audit by the New York State Department of Social Services, New York State Audit and Control and the Department of Health and Human Services upon request.

The terms of this agreement is from January 1, 2012 to December 31, 2012 and is subject to re - negotiation within 30 days of the expiration date.

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

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

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No 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.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: _____

Agency: _____ Utica Police Department

Authorized Signature: Mark W. Williams

Print Authorized Name: MARK WILLIAMS

Title: Chief

UTICA POLICE DEPARTMENT
2012 BUDGET

SALARY	\$ 66,902.81
FRINGE	\$ 32,480.53
OVERTIME	\$ <u>6,000.00</u>
TOTAL PROGRAM COST	\$ 105,383.34

Total Cost Reimbursed by both Oneida County and City of Utica

Oneida County Share (80%)	\$ 84,306.67
City Share (20%)	\$ 21,076.67

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

Utica Police Department
Child Advocacy Center Participation

19001
1/1/12-12/31/12

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

City of Utica Police Dept.
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)
Mark Williams - Chief of Police
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
M. Williams 1/1/11
SIGNATURE DATE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

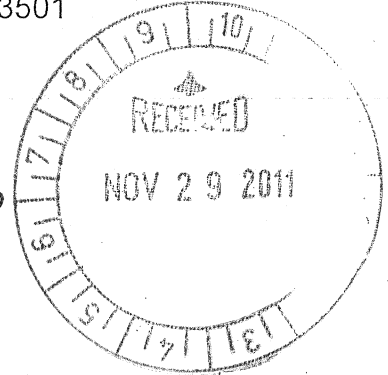
ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

November 4, 2011

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

FN 20 11-353

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.

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 the Rescue Mission of Utica located at 212 Rutger Street, Utica, New York 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 dates run from January 1, 2012 through December 31, 2012 with a budget of \$62,000. The local cost for this effort is 27.88% or \$ 17,285.60. 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 11/16/11

LAS/tms
attachment

11/3/11
35203

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Rescue Mission of Utica
212 Rutger Street
Utica, New York 13501

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

Proposed Dates of Operations: January 1, 2012 through December 31, 2012

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 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** - Case Managers, monthly home visits in addition to visits in the Community, twenty-four hour emergency on call services.

Total Funding Requested: \$ 62,000

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

Mandated or Non-mandated: Mandated service

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

Federal	38.39 %	\$ 23,801.80
State	33.73 %	\$ 20,912.60
Local	27.88 %	\$ 17,285.60

Cost Per Client Served:

Past performance Served: The Provider has provided this service beginning November 1, 2011. Our previous contractor New Life Community Services Inc., held a contract with the department for the year of 2011 however has requested to terminate service effective October 31, 2011 Rescue Mission of Utica took over the remainder of the contract. The cost of the contracts for this service in 2011 is \$ 73,356.

O.C. Department Staff Comments: This service was sent out for RFP beginning 2011 and the Department received two respondents and New Life Community Services, Inc. and Rescue Mission

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 Rescue Mission of Utica, 212 Rutger Street, Utica, New York 13501 (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 \$ 62,000.00 per the contract period January 1, 2012 through December 31, 2012.

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 or more if deemed necessary 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 7 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.
- To attend service planning meetings as requested by the Department on a case by case basis
- Visit any client within 24 hours of request by Department if a status report indicates serious changes have occurred and /or any type of emergency situation exists.

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;
- 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 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 Legislators Resolution No. 249 of May 29, 1999, to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors.

The liaison for this program shall be:

1. from Oneida County Department of Social Services – Donna Pellegrino
2. from the Contractor – Michael Dow

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 subgrant 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, 2012 through December 31, 2012. 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 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 \$ 62,000.00 from January 1, 2012 through December 31, 2012 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: 10/14/11

Agency: Rescue Mission of Utica

Authorized Signature: W.E. Dodge

Print Authorized Name: WE Dodge

Title: Executive Director

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

Rescue Mission of Utica
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

WE Dodge Executive Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

W E. Dodge 10/14/11
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: RESCUE MISSION OF UTICA

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:

<u>1. 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:

PHYSICAL HEALTH:

MENTAL HEALTH;

MEDICATION:

OTHER SERVICE PROVIDERS:

RELATIVES, FRIENDS, OTHER INFORMAL SUPPORTS:

OTHER COMMENTS:

SIGNED:

Caseworker

Supervisor

RESCUE MISSION OF UTICA
CONTRACT BUDGET January 1, 2012 THROUGH DECEMBER 31, 2012

SALARIES

PERSONNEL	\$ 48,000	
FRINGE BENEFITS	\$ 8,400	
Total		\$ 56,400

OTHER EXPENSES

MILEAGE/TOLLS	\$ 2,700	
POSTAGE/SHIPPING	\$ 1,200	
CHECKS	\$ 400	
PRINTER SUPPLIES	\$ 500	
OTHER OFFICE SUPPLIES	\$ 200	
CELL PHONE	\$ 600	
Total Other Expenses		<u>\$ 5,600</u>
TOTAL CONTRACT EXPENSES		\$ 62,000

Being a payee does not give you authority to:

- Use a beneficiary's money for anything other than the beneficiary's needs
- Spend a beneficiary's funds in a way that would leave him or her without necessary items or services (housing, food, clothing, medical care);
- Deposit a beneficiary's money in your or another person's account or your organization's operating account;
- Lend beneficiary's money to anyone else, including other beneficiaries you service (this includes using funds held in a collective account to make up a shortfall when a beneficiary's expenses exceed his/her ownership interest in the account);
- Use a beneficiary's "dedicated account" funds for purposes not related to the beneficiary
- Keep the beneficiary's conserved funds if you are no longer the payee;

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

November 4, 2011

FN 20 11 - 354

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

HUMAN RESOURCES

WAYS & MEANS

Dear Mr. Picente:

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

The Department has contracted with Catholic Charities for several years for Parent Aide Services. The Parent Aide provides intensive in-home services to our most dysfunctional families. The goal is to provide Preventive Services and re-direct the families to avoid child abuse, neglect and foster care placement.

Parent Aide Services is defined by New York State Office of Children and Family Services 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, personal coping behavior, personal hygiene and anger management.

The agreements term runs from January 1, 2012 through December 31, 2012 and has an annual cost of \$194,234.00. The local cost to the County for this effort is 27.88 % or \$ 54,152.44. The provision of this service is a vital element in our Preventive Services Program.

I am respectfully requesting that this matter be submitted to the Board of Legislators for their consideration. Thank you for your attention to this matter.

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 11/16/11

LAS/tms
attachment.

11/3/11
19903

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Catholic Charities
1408 Genesee Street
Utica, New York 13502

Title of Activity or Services: Parent Aide Services

Proposed Dates of Operations: January 1, 2012 through December 31, 2012

Client Population/Number to be Served: Catholic Charities Parent Aides will provide community-based services to 48 families in order to prevent foster care and to return children from foster care. The major priority of preventive services is to decrease the number of children coming into foster care and to return children to a permanent living arrangement. The Agency will pursue an aggressive policy regarding permanency planning for children at risk of coming into care and children in care.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Parent Aide Service 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 designated 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, personal coping behavior, personal hygiene and anger management.

2). Program/Service Objectives and Outcomes

- Outcome: Parents will demonstrate an improved ability to appropriately parent their children through an increased knowledge of child development, as well as, improved skills in regards to issues related to child care such as discipline, nurturing and role modeling.
Performance: Every parent referred to parent aide program will successfully complete the core curriculum, designed to improve the parent's child rearing competence within 6 months from the initiation of service.
- Outcome: There will be observable improvement in the parent's ability to provide a safe home and appropriate supervision for their children.

Performance: There will not be any new allegations of abuse or neglect during program participation.

- Outcome: Parent aide services will provide family centered and culturally competent services to the target population.

Performance: Families will remain engaged in services until service plan goals are successfully completed.

3). Program Design and Staffing Level -

4 Fulltime Caseworkers

1 Less than Part-time Case Manager (oversees staff)

Total Funding Requested: \$ 194,234

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

Mandated or Non-mandated: Mandated service

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

FEDERAL	38.39 % -	\$ 74,566.43
STATE	33.73 % -	\$ 65,515.13
COUNTY	27.88 % -	\$ 54,152.44

Cost Per Client Served:

Past performance Served: The Department has contracted with Catholic Charities for this service since 2006. The contract cost for 2011 was \$ 189,170.00.

O.C. Department Staff Comments: The Department believes to provide the best service for it's dollar utilizing the Parent aide services of two different agencies Mohawk Valley Community Action and Catholic Charities.

**Purchase of Service Agreement
Parent Aide/Case Planning**

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 Catholic Charities, having its principal office at 1408 Genesee Street, Utica, New York 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, 2012 through DECEMBER 31, 2012 (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 there from, 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: CATHOLIC CHARITIES (PARENT AIDE)

1408 GENESEE STREET, UTICA, NEW YORK 13502 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 issuances, 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 B 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 closeout 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 if 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

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: 10-26-11

Agency: Catholic Charities

Authorized Signature: *Kathleen C. Eichenlaub*

Print Authorized Name: Kathleen C. Eichenlaub

Title: Executive Director

APPENDIX B

Purchase of Service Specifications between Oneida County Department of Social Services and Catholic Charities.

For Parent Aide Services, the Contractor will cooperate with Oneida County Department of Social Services and will provide the necessary services and documentation to ensure compliance with standards prescribed by federal, state and local law.

I. Preventive Service Goals and Objectives,

Target Population: Catholic Charities Parent Aides will provide community-based services to 48 families at any given time in order to prevent foster care and to return children from foster care. The major priority of preventive services, is to decrease the number of children coming into foster care and to return children to a permanent living arrangement. The Agency will pursue an aggressive policy regarding permanency planning for children at risk of coming into care and children in care.

Preventive Services is fully described under Section I Definitions, Pg.2 of the Contract and this Agreement is subject to that description.

The Contractor agrees to establish the following:

A). Provide family and community based services to children at imminent risk of placement into Foster Care and their families. The products are aimed at reducing the number of children entering / reentering Foster Care to include PINS and JDS and helping them return successfully to the community.

B). To reunify children in Foster Care with their families as quickly as possible through training, education and family support services designed specifically to strengthen the family unit. Intervention of Parent Aide Program services ensure a safer, more nurturing and health home environment.

C). To assist children and families in longer term planning when a return home from Foster Care is not possible. This may include adoption when appropriate and possible.

D). To serve a minimum of 48 families at any given time during the contract year.

Outcomes/measurements for Parent Aide Contract:

The Contractor agrees to establish the following outcomes:

- Outcome: Parents will demonstrate an improved ability to appropriately parent their

children through an increased knowledge of child development, as well as, improved skills in regards to issues related to child care such as discipline, nurturing and role modeling.

Performance: Every parent referred to parent aide program will successfully complete the core curriculum, designed to improve the parent's child rearing competence within 6 months from the initiation of service.

Measurement: 70% of the families referred for parent education will successfully complete the curriculum.

- Outcome: There will be observable improvement in the parent's ability to provide a safe home and appropriate supervision for their children.

Performance: There will not be any new allegations of abuse or neglect during program participation.

Measurement: 70% of the families assigned a parent aide will not have a substantiated abuse or neglect report during program participation.

Measurement: 70% of the families assigned a parent aide will not have a child placed outside the home during program participation.

- Outcome: Parent aide services will provide family centered and culturally competent services to the target population.

Performance: Families will remain engaged in services until service plan goals are successfully completed.

Measurement: 70% of the participants will report satisfaction with the services provided as measured by a client satisfaction survey given 30 days from the start of the program and 30 days after services end.

Verification of a family's progress will be based upon the quarterly up-dates of the Contractor data base made by the entries of the assigned worker. The results of the outcomes will be reported to the Department.

II. Program Description

Staffing: The Parent Aide program will be a part of Catholic Charities' Child and Family Development Program. Staff is supervised by a Program Manager who provides administrative oversight for the activities of this program. The Parent Aide Program will include 4 full-time caseworkers to cover cases throughout Oneida County. The caseworkers (referred to as Parent Aides) will be housed in the Utica office on Genesee Street and the Rome office at 212 W. Liberty

Street. Each Parent Aide will have a maximum caseload of 12 cases with the supervisor helping when needed to cover cases. These cases will be drawn from the Department's active preventive and protective caseload. The Parent Aide will be available flexible hours to better serve the families. Staff, will preferably, hold a minimum of an Associate's degree or as deemed appropriate by the Department, with some experience in working with at-risk youth or providing parenting programming.

By having program staff housed in the Utica and Rome offices, the opportunity exists to utilize other services and/or expertise offered by Catholic Charities at those sites- counseling, adoption, community assistance. Since problems do not exist in isolation, it will be important that the parent aides have access to these other programs to assure that the families' needs are fully met.

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 this Agreement.

Department required Operating Procedures

1. Referrals will be made by the Department and faxed to the Agency. The referral packet will include the parent aide referral form, any court orders and FASPS, as well as contact information for the current caseworker and supervisor. In the absence of the court order of FASP, the department will provide a brief summary of what is in the current court order and the basic service plan agreed upon at this point.
2. Within 2 business days of the date of the referral the agency will notify the department who was assigned the case.
3. Upon receipt of the referral, and within 2 business days of such, the parent aide will contact the caseworker to discuss case issues, initial assessment of family's needs and a possible plan of action.
4. Within 5 business days of assignment the parent aide will contact the family and establish meeting schedule. Parent aide contacts will initially be weekly and as case transitions to closure contacts will be decreased. These decisions should be discussed with the assigned caseworker and made part of the service plan reviews.
5. Parent aide will make monthly phone or other personal contact with the assigned caseworker and provide monthly update as to case status.
6. Parent aide will complete contemporaneous case notes of all case contacts. These notes will include, but not be limited to, the following information: where, when and how the contact occurred, who was present during the contact, purpose of the contact, issues discussed during the contact, any concerns noted during the contact and an ongoing assessment as to how much progress the parent is making to reach the established goals. These notes will be provided to a designated person within the Department by the 5th of the following month.
7. Parent aide will attend and participate in all FASP related meetings and/or service planning meetings that they are requested to attend when provided reasonable notice.
8. Parent aide will attend Court as requested and testify as needed.
9. Parent aide will utilize a parenting curriculum to provide one on one parent skills training.

This training will be a priority for the agency and every effort will be made to complete the training expeditiously within the guidelines of the particular curriculum. The agency will notify the department of a parent's successful completion of the parenting program and/or the parent's failure to complete or benefit from the training.

10. The parent aide will notify the department (both the caseworker and department's designated staff person) if after reasonable attempts a family is not cooperating with parent aide services.
11. The Department will schedule a service plan meeting to discuss lack of compliance and make an appropriate plan of action. If the decision is to terminate parent aide services pending future compliance the agency will provide a letter to the department outlining their efforts and the reason for the closure.
12. At every 6 month FASP review the Department's Grade A Supervisor must approve the continuation of parent aide services.
13. Referral and/or open cases will not be rejected or closed without the approval of the Department.

Work Activities: In general, the Parent Aides will be responsible for assessing the respective needs of the children and their families, developing a plan of action and serving as a positive role model. This will take place as follows:

Intake: The Program Manager (or designee) will participate in the centralized intake process to receive referrals. Referrals will not be rejected nor closed without prior written approval from OCDSS. Referrals will be assigned to a Parent Aide within 2 business days of the referral being given to the agency. A written notification will be provided to OCDSS as to the date of assignment and worker responsible.

Initial Assessment: The Parent Aide will have initial contact with the client within 3 business days of assignment; the initial home visit will be within 5 business days of the first contact. Upon first meeting the client, basic information will be gathered. Within two weeks of the home visit, the Parent Aide in coordination with the assigned caseworker, will complete the initial assessment, outlining a possible plan of action.

Ongoing: The Parent Aide will meet with the family/child at least once every two weeks. These meetings will be more frequent early on and less frequent as the plan is being successfully carried out. The plan will be adjusted monthly to reflect changes to the child's/family's situation. Progress notes will be written for each encounter with the child, family and any collateral contacts. The Parent Aide will facilitate supervised visits at the Department's discretion.

Plan of Action: The Plan of Action will:

- *Identify the needs of the child and family*
- *Outline strategies to address the needs*
- *Identify referral sources to help meet the needs*
- *Set target dates for reaching goals, incrementally*

- *Include child/family input into the development of the plan*

Parenting Training: A major component of the work of the Program Aides will be to teach positive parenting skills. This will be done in a variety of modalities – modeling, educational material, inclusion in support groups, and hands-on teaching (“tell, show, do”). Particular emphasis will be placed on assuring cultural sensitivity towards the children and their families. Basic skills to be addressed include:

- *Budgeting*
- *Nutrition*
- *Housekeeping*
- *Setting goals of employment, education and/or training.*

Flexibility of Programming: It will be expected that the Parent Aides will be available during non-traditional work hours, as required by the families for whom they are working. The Parent Aide will be available flex hours to better serve the families. In addition, staff will be available to testify and/or appear in Family Court when requested.

Program Material: The Parent Aides will teach parenting competencies based on The Nurturing Program curriculum and the Parenting Skills Workshop series (Cornell Cooperative Extension), both currently in use in Catholic Charities’ CFD Program. Other resources for teaching life skills are also available for use through CCE and will be employed as necessary.

Staff Training: Catholic Charities places high importance on the need to assure adequate and frequent training opportunities for all staff. In particular, all employees are required to be trained in confidentiality, child abuse recognition, and agency corporate compliance. Other trainings, whether in-house or through outside vendors, will be offered to the Parent Aides as appropriate.

The Agency will complete Progress notes, in the manner proscribed by the Department, within 1 week from the date of the event. These will be given to the Case Manager or Supervisor and become part of the Case record. The Agency will copy any material they need at their site

The Agency agrees to participate in training by the Department on preparation of progress notes and Family Court procedures including elements of testimony.

The Agency agrees to participate in UCR, Coordination meetings on their client's cases, as called by the family's Case Planner or Case Manager.

The Agency will complete Title XX Eligibility forms for each Family. The forms must be submitted monthly with Oneida County Voucher no later than the 5th day of the following month to ensure payment and include a summary of the months activity.

The Contractor will complete a Contract Review Report every 3 months, sending the completed report to the Contract Administrator.

Reporting Requirements - In active CPS cases, the Agency must supply the Department with necessary information to complete the DSS 2233 - "Follow-up Report Child(ren) in Need of Protection."

The Agency agrees to prepare and provide any and all monthly, quarterly reports required by the County and State Governments pertaining to this contract.

Confidentiality - Agency will abide by state laws regarding confidentiality of client information. Written, informed, client consent will be required before confidential information is divulged. Case material will be stored in a locked file in an office inaccessible to unauthorized access. The official case record will be maintained at Department.

Due to the large geographic area and lack of public services transportation is a key issue for families seeking self sufficiency. The agency will work with the families to establish goals to address the transportation issue and enable them to plan for appropriate transportation when needed (ex. Considering transportation issues when locating a home or service, learning how to utilize public transportation services such as taxi's, bus routes, ride sharing, securing a vehicle if possible etc...) The Contractor agrees to arrange or provide transportation for clients assigned to their caseload , 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.

The Contractor agrees to continue to provide required services to families as outlined in this Agreement, New York State Department of Social Services Regulations, regardless of the vacancy status of personal.

The Contractor agrees to train in Techniques in Parenting and Dwelling Unit Inspection as per the Department of Social Services.

III. The Contractor represents and agrees to comply with the requirements of the Civil Rights 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.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste

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

The Contractor 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 requirements.

IV. 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.

V. Claiming Procedures - The Agency will bill monthly by County Voucher provided by the Department: which shall include Contract number, Contract Name, fiscal and Programmatic data as required by the Department. The Agency will attach a final reconciliation of expenditures, as per the attached budget. A final reconciliation is required and fiscal adjustments upon presentation of the final voucher of the contract.

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, and maintained for a period of 6 years.

The Contractor agrees that the equipment is the property of the Department and shall revert to the Department upon any termination or failure to renew the contract.

VI. The Contractor agrees to complete a listing of current Contract Personnel upon a full execution of the Agreement (attachment). The Contractor agrees to notify the Department of staff vacancy and / or staff changes through the attached Staff Modification notice. Both staff data notices shall be sent to the Contract Administrator

VII. The Contractor agrees to provide a program "portfolio," as discussed and mutually agreed upon. The Contractor agrees to participate in program evaluation planning and preparation.

VIII. Cost and Term - The total cost of the Program is not to exceed \$ 194,234.00 per the attached budget. The term of this contract shall be from January 1, 2012 to December 31, 2012 and maybe renewed agreeable to each party, and completed prior to the end of the Term of this agreement.

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

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

XI. Contract Termination - This Contract may be terminated by the Department at any time upon submitting a 30 day written notice of intent to terminate to the Contractor.

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

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required. The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

Catholic Charities of Oneida/Madison Counties
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Kathleen C. Eichenlaub, Executive Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Kathleen C. Eichenlaub
SIGNATURE

10-28-11
DATE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

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

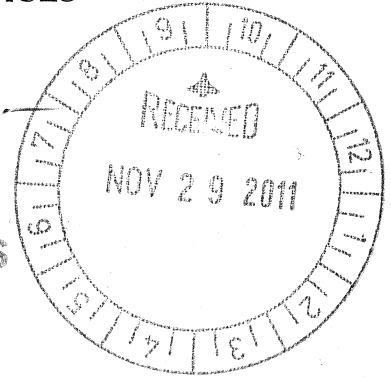
November 21, 2011

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

FN 20 11-355

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.

Attached is a Purchase of Services Agreement between the Oneida County Department of Social Services and The House of the Good Shepherd for the operation of a Continued Care Program for Oneida County.

The Agreement will provide a combination of services, including but not limited to case planning, behavior management training, clinical services and 24-hour crisis support. The services will reduce the length of stay in the Residential Treatment Center, reduce the number of children requiring replacement, and improve the child and family functioning post discharge.

The budget for this program is \$ 98,555.00 for the period of January 1, 2012 through December 31, 2012. The local cost for this effort is 27.88% or \$ 27,477.13.

Therefore, I am respectfully requesting that the Oneida County Board of Legislators approve this Agreement between the Oneida County Department of Social Services and the House of Good Shepherd.

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 11/22/11

11/21/11
12908

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 13502

Title of Activity or Services: Continued Care Program

Proposed Dates of Operations: January 1, 2012 through December 31, 2012

Client Population/Number to be Served: 35 Children & Their Families

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Families will be provided a combination of services including Case Planning, Behavior Management Training, Clinical Services, Referral and Advocacy, Transportation, Educational Support, Respite, and "24 x 7" Crisis Support.

2). Program/Service Objectives and Outcomes -

- **Outcome:** To reduce the length of stay of children in residential treatment and to reduce the number of children needing replacement after discharge from residential treatment.
- **Performance:** Identify children who are appropriate for early discharge and return them to their homes with intensive services designed to support the family through this transition period including casework services, behavior management training, educational support, referral and advocacy, clinical services, respite services and crisis support.

3). Program Design and Staffing Level -

The program is designed to be an extension of the services provided to children and families through the Residential Treatment Center program. Discharge planning begins at the point of admission to the Agency. This involves an assessment of the needs of all family members, and the development of a wrap-around network of support services the family can utilize while the child is in placement, but more importantly, post placement. Children access "the continued care phase" based upon treatment team referral and availability of programming. A bachelor level family worker will work flexible hours with an emphasis

upon in-home support, and school support and liaison, utilizing after-school hours and weekends.

Total Funding Requested: \$ 98,555

Oneida County Dept. Funding Recommendation: A6070.49548

Mandated or Non-mandated: Preventive Mandated service

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

Federal	38.39 %	\$ 37,835.27
State	33.73 %	\$ 33,242.60
County	27.88 %	\$ 27,477.13

Cost Per Client Served:

Past performance Served: The Department has had a contract for this service since 1998. The contract cost for 2011 was \$ 98,556.00

O.C. Department Staff Comments: The Department is satisfied with the provider's service. This contract saves the County money overall by reducing the number of days of stay, thus allowing for less out of area stays.

PURCHASE OF SERVICES AGREEMENT BETWEEN
ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
AND
THE HOUSE OF GOOD SHEPHERD

THIS AGREEMENT, made and entered in to, by and between the Oneida Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the House of Good Shepherd, 1550 Champlin Avenue, Utica, New York 13502 (hereinafter called Contractor).

WITNESSETH THAT:

WHEREAS, the Oneida County Department of Social Services has responsibility for care and custody of children in placement through Legal processes,

WHEREAS, the Department has contracted with the Contractor for a Residential Treatment Center (R.T.C.) 1550 Champlin Avenue, Utica, New York,

WHEREAS, the Department desires to obtain a continued care program for children in the Residential Treatment Center, allowing the number of days the children need to remain in the level of care to be reduced,

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. SCOPE OF SERVICE The Contractor will:

1. Provide services to between 25-35 children and their families during the first year of operation.
2. Families will be provided combination of services, including case worker services, behavior management training, clinical services, referral and advocacy, transportation, educational support, respite, and " 24x7" crisis support, all based on individual need.
3. Identify children who are appropriate for early discharge and return them to their homes with services designed to support the family through this transition period.

4. To support the family in becoming fully integrated with the network of community based services developed through the course of treatment in the Residential treatment Center.
5. To provide a foundation that will enhance the effectiveness of the community based support network in maintaining the child in home, community and school.

2. PROGRAM GOALS

1. To continue to reduce the length of stay for Oneida County children placed in the R.T.C. program.
2. To increase the percent (not total number) of children placed locally by O.C.D.S.S.
3. To reduce the percent of Oneida County children requiring replacement, as well as reducing the number of subsequent care days from replacement.
4. To improve the child and family functioning post discharge, through the transition to the community-based support work.

3. PROPOSED PROGRAM DESIGN

The Continued Care Program is designed to be an extension of the services provided to children and families through the R.T.C. program. Discharge planning begins at the point of admission to the agency. This involves an assessment of the needs of all family members, and the development of a wrap-around network of support services the family can utilize while the child is in placement, but more importantly, post placement. Children access the "continued care phase" based upon treatment team referral and availability of programming. While the program will work with between 7-8 children in the community post discharge, it will also work with an additional six children in residential care who are nearing the point of discharge, as a way to better integrate and manage the treatment planning process.

A bachelor level Family Worker will work flexible hours with an emphasis upon in-home support, and school support and liaison, utilizing after-school hours and weekends. The R. T. C. "24x7" crisis management system will extend its coverage to include the nine children in the community, and agency-wide respite resources will be available on an as-needed basis.

Case worker services, clinical services, and referral /network development fall under the responsibilities of the R.T.C. primary therapist assigned to the case. As supports are developed and utilized in the community, clinical services will shift based upon the treatment plan. Case worker duties will remain with the R.T.C. primary therapist and will be transferred to a community-based provider prior to actual discharge from continued care.

Family support will be provided by the Family Worker. These services include behavior management training for parents, as well as providing structured behavioral interventions for the child to build upon the learning that takes place in the residential setting. In-home respite and transportation may also be provided based upon need. The Family Worker will also be a support for

the child in the school setting, and/or will assist the parents in negotiating through issues related to their child's educational program. The Family Worker will be part of the pool of residential staff managing the on-call program for the entire R.T.C., including the 7-8 children living at home. Family Workers will provide a similar array of services for the children awaiting discharge from the R.T.C. These services will be provided in the child's home after school, or on weekends during the child's regular scheduled home visits. Family Worker function and focus will be determined by the Treatment Team, of which the parents and child are members.

Short-term respite can be provided through a number of options at H.G.S., including foster family homes, G.E.F.C., or the various cottage and group home programs. Up to a total of 50 days a year will be available to meet the needs of all the continued care cases.

4. DISCHARGE CRITERIA

Children and families will be discharged from the "continued care" phase of treatment within 2-4 months of their return home. Decisions will be based upon the child's capacity to remain home under reduced risk. Factors to be considered will include discharge goal and criteria attainment, and successful transition to community based support services.

5. Outcome/Measurements for the Continued Care Program

- Outcome: To reduce the length of stay of children in residential treatment and to reduce the number of children needing replacement after discharge from residential treatment.
- Performance: Identify children who are appropriate for early discharge and return them to their homes with intensive services designed to support the family through this transition period including casework services, behavior management training, educational support, referral and advocacy, clinical services, respite services and crisis support.
- Measurement: 80% of the participant youth will be discharged from care earlier than the anticipated discharge date.
- Measurement: 80% of the participant youth will not reenter care within a 12 month period following termination of the continued care services.
- Measurement: 80 % of the participant youth will not present to the juvenile justice system within 12 month period following termination of the continued care services.

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

Herkimer Solid Waste Authority facilities.

7. 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."

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

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

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

1. The Contractor may use and disclose protected health information for the

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

The Contractor shall:

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

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

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

- compliance, or
3. There is a material change in the business practices and procedures of the Department.

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

9. The cost of Continued Care Program shall not exceed \$ 98,555.00 as per the attached budget for the term of this Agreement January 1, 2012 through December 31, 2012. The Department will make payments to the Contractor on a monthly basis upon presentation of a County Voucher with such verifications as requested by the Department.

10. The Contractor agrees to maintain books, records and necessary supporting documents as required by Section 372 of the Social Services Law. The Contractor will use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under the Agreement. The financial and statistical records shall be subject at all reasonable times to inspection, review, or audit authorized by the County and State Governments.

11. The Contractor agrees to prepare and provide any and all monthly reports required by the County and the State Governments pertaining to this contract.

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

13. The Contractor agrees that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Department, the Contractor shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor of third parties under the direction or control of the Contractor; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto,

Notwithstanding the foregoing, Contractor shall not be responsible under the terms of this Section 18 to the party indemnified hereunder for any claims, costs, expense, damages and liabilities whatsoever occasioned by the neglect acts or willful misconduct of the State, Department of Social Services or Contracting Party (County).

14. The Contractor may not assign, subcontract, or otherwise dispose of this Agreement or any right, duty or interest herein without the prior written consent of the County.

15. This Agreement shall run for a period of 1 year. This Agreement can be renegotiated at any

time by thirty days notice in writing by either party to the other. Such notice of renegotiation shall be given either personally or by certified or registered mail, return receipt requested. In this event, all obligations of both parties under this Agreement, with the exceptions of amounts due and owing from the county to the Contractor for services previously rendered, shall be modified at the end of thirty days from the date of notice of such modification, provided both parties agree in writing to any modifications.

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Date: _____

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

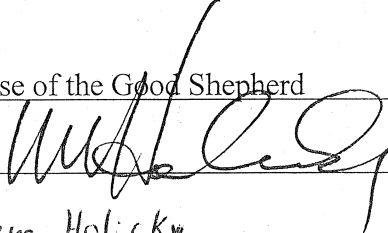
Approved as to Form _____
Oneida County Attorney

Date: _____

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

Date: 11/17/11

Agency: _____ House of the Good Shepherd _____

Authorized Signature: _____


Print Authorized Name: William Holicky

Title: Executive Director

House of Good Shepherd
Continued Care Program

Salaries	\$ 56,840
Fringe Benefits	\$ 17,947
Personal Service Contracts	<u>\$ 0</u>
Total Personnel Services	\$ 74,787
Admin & Overhead	\$ 10,396
Rent/Lease	\$ 37
Supplies	\$ 787
Postage/Shipping	\$ 72
Travel/Conference	\$ 288
Telephone/Utilities	\$ 1,220
Insurance	\$ 1,270
Membership Dues	\$ 154
Facility Repairs	\$ 15
Miscellaneous	
Food	\$ 0
Rep Clothing	\$ 500
Depreciation	\$ 1,455
Transportation & Workers' Expense	\$ 2,632
Interest	\$ 2,295
Purchase of health Services	\$ 70
Activities	\$ 1,300
Administrative Expense	\$ 160
Children's Allowance	\$ 100
Birthdays & Gifts	\$ 50
Books & Subscriptions	\$ 2
Personnel advertising & publicity	\$ 22
Data Processing	\$ 61
Flexible service dollars	\$ 767
Total Miscellaneous Expenses	<u>\$ 9,414</u>
Total General Operating	\$ 23,653
Equipment Purch/Rental	\$ 4
Equipment Maintenance	<u>\$ 111</u>
Total Equipment Cost	\$ 115
Total Expenses	\$ 98,555

**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).

1550 Champlin Ave.
Utica, NY 13502 (Oneida Cty)

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.

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

William Holiczy Executive Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

11/17/11

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

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

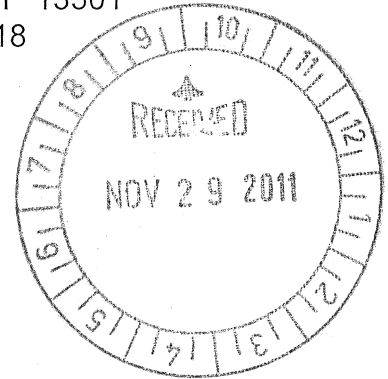
November 21, 2011

FN 20 11-356

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

HUMAN RESOURCES

WAYS & MEANS



Dear Mr. Picente:

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

The Department has contracted with the Neighborhood Center since 1992 for the Recruitment, Homefinding, Certification, Training of Family Day Care homes, as well as client Day Care eligibility and Day Care placement activities.

The enclosed contract with the Neighborhood Center will cover the costs incurred by the Center for Family Day Care and School-Age Day Care, Certification and Inspections and will be operational from January 1, 2012 – December 31, 2012. The \$ 230,297.00 agreement with the Neighborhood Center will be funded 100 % through the New York State Office of Children and Family Services Grant.

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: 11/29/11

11/21/11
14502

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Neighborhood Center
293 Genesee Street
Utica, New York 13501

Title of Activity or Services: Day Care Registration/Inspection

Proposed Dates of Operations: January 1, 2012 – December 31, 2012

Client Population/Number to be Served: Individuals in Oneida County interested in or currently providing child care in a residence.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

To recommend Registration/and renewal for those individuals satisfactorily completing a FDC initial/renewal application. To provide technical assistance to potential and current providers regarding application and regulations. To provide regularly scheduled orientation throughout Oneida County. To complete an inspection/investigation on Registered homes in response to a complaint, request by provider for additional school age children or for failure to meet training requirements. Complete 50% annual random inspections on existing providers. Respond to complaints on non-regulated child care providers. The Contract now includes performance standards for: initial registrations, renewal registration, complaint investigations, safety assessments, inspections, and on-site registration case and management review.

2). Program/Service Objectives and Outcomes -

To increase the number of Registered FDC & School Age Day Care homes throughout Oneida County and to ensure through the Inspection process that they meet the standards set forth in the NYS Regulations.

3). Program Design and Staffing Level -

- (1) Program Coordinator
- (4) Caseworkers
- (1) Program Assistant
- (1) Clerk

Total Funding Requested: \$ 230,297.00

Oneida County Dept. Funding Recommendation: Account # A6055.495

Mandated or Non-mandated: Mandated service

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

Federal	0 %	\$	0.00
State	100 %	\$	230,297.00
County	0 %	\$	0.00

Cost Per Client Served: This Contract is reimbursed through a Memorandum of Understanding with the State of New York for \$ 230,297.00.

Past performance Served: The Department has contracted with this provider since June 1, 1992. Starting in 2007 the contract has performance measures that must be met for the contractor to receive full reimbursement. The cost of the contract in 2011 was \$ 230,297.

O.C. Department Staff Comments: There is no local share to support this effort.

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the Neighborhood Center 615 Mary Street, Utica, New York 13501 (hereinafter called Contractor).

WHEREAS, the New York State has established a State-Wide system of Family Day Care Registration and Inspection,

WHEREAS, the New York State Department of Social Services has determined to Contract with the Department for the activities of Processing of Family Day Care Registration and Family Day Care Home Inspections,

NOW, THEREFORE, it is mutually agreed between the Neighborhood Center and the Department that Purchase of Services Agreement be entered into as a sub-contract for New York State Grant activities,

Section I: DEFINITIONS

FAMILY DAY CARE HOMES (hereinafter called Homes) shall be defined as: Homes regulated under Section 390 of the Social Services Law and Part 417 of the Regulations of the New York State Department of Social Services (NYSOSS) which stipulates that care is provided for more than two and less than seven children away from their homes for less than 24 hours per day in a family home for more than five hours per week.

CERTIFICATION shall be defined as:

The gathering of required documents, arranging required inspections, and issuing the necessary instruction in accordance with New York State Department of Social Services regulations and Department policy.

The Contractor agrees to perform Certification, Re-certification, and Inspection activities for the Department. The Contractor will proceed with Activity 1: Processing Registration Applications,

1). Conducting regularly scheduled orientation sessions for potential new applicants. Orientation sessions will be conducted using a New York State Department of Social Services supplied curriculum. Orientation sessions will be held at times and at all locations as needed to be determined by the extent of new

Neighborhood Center, Inc.

New York State Family Day Care Registration

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January 1, 2012 – December 31, 2012

applicant. Individuals attending orientation must be provided with proof of attendance.

2). Providing application packets at orientation sessions and otherwise upon request.

3). Providing technical assistance to help potential and current providers understand and comply with applicable regulations, complete the application (either original or renewal), and submit appropriate documentation. Additional supportive information will be made available to child day care providers. Our experience has shown that about 50% of applicants as family Day Care Providers will need assistance in the completion of the application and understanding the regulations.

4). Reviewing applications, including all supporting documentation, for completeness and compliance with applicable regulations. This includes acting upon those portions of the application which require action (e.g. reviewing references validating documentation).

5). Notifying providers of application status, including notice within five days of receipt of original application or renewal application and notice of outstanding or incomplete documentation.

6). Mailing renewal application packets to providers 90 days prior to the expiration of their registrations.

7). Recommending approval or disapproval of all application to the Bureau of Child Care Regional Office.

8). Reporting monthly the number of orientation held, including program category (family day care of school -age child care), location and number of potential providers attending; the number of providers by information; the number of original applications and the number of renewal applications pending due to outstanding documentation, and the number of applications which have been pending for more than 60 days.

The Contractor agrees to complete; Activity 2; Conducting Inspections This activity includes the following functions;

1). Inspecting at least 20 percent of registered providers annually with a priority to providers not licensed or certified prior to the implementation of registration. To the maximum extent possible, the Department will identify the providers to inspected. A full compliance study must be made at each of these unannounced inspection visits. All violations must be followed to correction or referred to the Bureau of Child Care Regional Office for enforcement action.

2). Investigating all complaints that if true would indicate lack of compliance with statutory or regulatory requirements. If the complaint indicates that children may be in imminent danger, an unannounced site inspection must be made no later than the next day of program operation. In all other cases inspection visits must be made within 15 days of receiving the complaint, except for those complaints alleging solely the failure to register. In addition to investigating the complaint, a full compliance study must be made if conditions suggest it is necessary.

3). Investigating all family day care homes where application has been made to provide care for an additional one or two children who are school-age provided an inspection has not already been made for another reason, and recommending approval or disapproval of the application to serve one or two additional children to the Department. A full compliance study must be made if conditions suggest it is necessary. All violations must be followed to correction or referred to the Bureau of Child Care Regional Office for enforcement action.

4). Inspecting, upon receipt of the renewal application, all providers who have failed to meet the training requirement or who have unresolved regulatory violations or complaints.

5). Maintaining inspection reports and documentation or compliance or corrective actions in the file of each inspected provider.

6). Liaison - The Neighborhood Center will serve as the liaison between the Oneida County Department of Social Services and the Family Day Care Homes. In this capacity The Neighborhood Center will handle all problems that may arise, including payment clarification between the Provider and the Department.

7). Documentation - The Neighborhood Center will maintain all required documentation including the case records of all Day Care clients and records of all applicant for Family Day Care Home in case needed for fair hearing and will attach the following reports with the monthly billing to Oneida County DSS; reports will include:

- monthly itemized breakdown of expenditures,
- monthly list of Family Day Care Homes that are one, certified, two, in process of certification and three, no longer active, or denied.
- monthly list of all client families and children detailing where placed, and
- monthly list of participants in the nutrition program.
- monthly statistical report and any reporting requirements from New York State Department of Social

Services.

All documentation shall be prepared by the Contractor and submitted to the Department per the forms and requirements of the Local District Department of Social Services and New York State Department of Social services requirements,

Mandated Reports: All Neighborhood Center Staff associated with the contract are designated Mandated Child Abuse reporters, as such, they are required by law to report any cases of suspected child abuse.

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

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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 Agency, 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 liaison for this program shall be:

1. Department of Social Services - Tamatha Stoetzner,
2. from the Neighborhood Center - Sandra Soroka

It is important to note that during the Day Care Registration and Inspection contract period training will be conducted and attendance is required as determined by the OCFS DCCS Regional Office.

The Oneida County Department of Social Services and the Neighborhood Center will meet every three (3) months to review programmatic and systemic issues and to evaluate the program.

Neighborhood Center, Inc.

New York State Family Day Care Registration

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January 1, 2012 – December 31, 2012

Section III: TERM OF AGREEMENT

The term of this Purchase of Services Agreement (Sub-contract under New York State Department of Social Services grant) shall be from January 1, 2012 through December 31, 2012 and may be renewed in writing from renegotiations agreeable to each party, and complete prior to the end term of this Agreement. The parties hereto are under no obligation to renew this Agreement or to purchase or provide the services, in whole or in part, after herein provided.

Either party should give notice in writing of its intention not to renew the Agreement.

Changes in the New York State Day Care Home Certification process may result in changes in the scope and nature of services under this Agreement. Both parties agree to meet to review these changes and make such adjustments and / or amendments to this Agreement as becomes necessary and is deemed warranted by the Department.

The Contractor represents and agrees to comply with all applicable Federal Laws, including the requirements of the Civil Rights Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246 entitled " Equal Employment Opportunity " as amended by the Executive No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

All information contained in the Contractor's or its sub-contractor's files shall be held confidential pursuant to the applicable provision of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

As a mandated reporting agency, all instances of suspected child abuse, neglect, and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the 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.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work

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

Section IV: REIMBURSEMENT AND CLAIMING PROCEDURES

The Department agrees to pay a total cost of services provided not to exceed \$ 230,297.00 for an acceptable level of compliance for all Quarterly Standard Performance Levels as specified in this agreement for the time frame of January 1, 2012 through December 31, 2012 as per this attached budget as approved by New York State Department of Social Services. The total reimbursement for the year 2012 expenses may not exceed \$ 230,297.00. Budgetary changes are possible with the approval of the Department.

A quarterly program review will be conducted by the Division of Child Care services (DCCS), after the end of the applicable quarter, to determine if the contractor has reached an acceptable level of compliance for the quarter. The determination of whether a contractor met an acceptable level of compliance for each Quarterly Standard Performance Level will be based on the Contractor's compliance with all applicable timelines, operating procedures and other requirements as set forth in Office regulations and policies and the Child Care Facility System (CCFS) Users' Manual, which are deemed to be incorporated herein by reference. If the Office determines that the Contractor has not met the acceptable Quarterly Standard Performance Level for a particular activity during a quarter, the applicable percentage set forth herein for that Quarterly Standard Performance Level will be withheld and the amount paid to the Contractor for the quarter will be reduced accordingly.

The following standard performance levels must be met quarterly or the corresponding penalty will be administered:

Quarterly Standard Performance Level - Initial Registrations/Licenses*

The Contractor will process and resolve initial registration/licensing applications within six (6) months of receipt including providing applicants with all appropriate notifications regarding the status of the applications. The acceptable resolution categories are: approved, withdrawn, and referred to enforcement for denial. The Quarterly Standard Performance Level for initial registrations/licensing for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's

Neighborhood Center, Inc.

New York State Family Day Care Registration

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January 1, 2012 - December 31, 2012

Quarterly Standard Performance Level for initial registrations/licenses is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level - Renewals of Registrations/Licenses*

The Contractor will process and resolve completed applications for renewals of registrations/licenses, including providing providers with all appropriate notifications regarding the renewal process, prior to the applicable registration/license lapse date or will initiate enforcement action. The renewals of the Group Family Day Care licenses will include a renewal inspection of a Group Family Day Care. The Quarterly Standard Performance Level for renewals of registrations/licenses for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for renewal registrations/licenses is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level - Complaint Investigations

The Contractor will initiate complaint investigations within the required time frames and make determinations on the complaints within 60 days. The Quarterly Standard Performance Level for complaint investigations for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for complaint investigations is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level - Safety Assessments

The Contractor will conduct safety assessments based on the categories of arrests/convictions and submit the assessments to DCCS within the required time frames. The Quarterly Standard Performance Level for safety assessments for an acceptable level of compliance is 100%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 100% of the previous quarter's Quarterly Standard Performance Level for safety assessments is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level - 50% Inspections

The Contractor will conduct one quarter of the required number of annual 50% inspections for Family Day Care, School Age Child Care programs, and complete all required documentation. The Quarterly Standard Performance Level for 50% inspections for an acceptable level of compliance is 90%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 90% of the Performance Level for 50%

inspections is not met at the completion of the four quarters, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level - On-Site Case and Management Review.

The Contractor will provide appropriate registration, licensing, and monitoring activities, maintain appropriate case files and make appropriate entries into CCFS in the time, manner and form required by the Office. The acceptable level of compliance will be determined by DCCS based on quarterly case files and management review. The case review will include a review of a sample of case files regarding initial applications, renewal applications, 50% inspections, complaint investigations and other investigations chosen in accordance with a consistent sampling framework to determine whether: Office policies, procedures, and regulations are applied accurately; required observations are made during inspections and investigations; all applicable entries are made in case files and/or CCFS; proper notifications is given to providers and parents, where applicable, within the required time frames; each facility has the necessary active fingerprint files and are they entered into CCFS upon receipt; inspections are conducted, when appropriate, to verify compliance with any corrective action plans and/or continued regulatory violations; appropriate and timely enforcement referrals are made and appropriate and timely follow-up activities are conducted in accordance with Office policies and directions including cooperating with the Office's Legal Division on enforcement activities and, when determined necessary by the Office, testifying at fair hearings and/or court proceedings and assisting the Office in responding to litigation. The management review will include a review of other documentation to determine whether: registration staff have participated in training required by the Office related to the performance of registration/licensing* duties and participated in management and supervisory sessions on a regional and Statewide basis, as required; provided technical assistance in regard to the start-up of new programs and compliance with existing programs and information on available training and funding resources applicable to family day care, school-age child care, group family day care programs; and provided parents and the general public with access to information regarding the compliance/complaint history of all regulated providers, as required. The approved quarterly registration/licensing* case files and management reviews for an acceptable level of compliance is 90%. If at least 90% of the previous quarter's Quarterly Standard Performance Level for the case files and management review is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level - Approved Staffing Plan

The Contractor staffing plan, including the percentage of time
Neighborhood Center, Inc. # 14502
New York State Family Day Care Registration January 1, 2012 - December 31, 2012

Page 11 of 18

each staff works on the project, which has been approved by the Office's respective DCCS Regional Office Manager is to be notified by the Contractor of the registration and inspections coverage plan when the registrar's office is unavailable during regular business hours. In the event of a staff vacancy, the Contractor will be allowed a three-month period from the date the vacancy was created to fill the vacancy and bring staffing back up to the approved level. The Contractor is to provide DCCS with the names of the staff assigned to register and license day care programs, the percentage of time those staff work on the program. In addition, the Office will review the qualifications of those staff members as part of the quarterly case and management review and when otherwise requested by DCCS to determine if the qualifications are reasonable for providing the registration and inspection services. The approved staffing plan for an acceptable level of compliance at the end of each quarter is 100%, with the exception of any vacancies that are less than three months old at the end of the quarter. The acceptable level of compliance will be determined by DCCS based upon the quarterly case and management review. If at least 100% of the previous quarter's Quarterly Standard Performance Level for the approved staffing plan is not met at the end of the quarter, not counting vacancies that are less than three months old at the end of the quarter, 2% of the quarterly contract amount will be withheld. However, the amount withheld may not exceed the value of the personnel costs for the unfilled position(s).

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.

This Agreement shall be considered null and void should New York State Department of Social Services grant funds become unavailable for any reason. The Department agrees to make payment for those services provided through the agreed upon termination at the Department's usual reimbursement.

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

Section V:

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

It is further expressly agreed that the Neighborhood Center will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission by

Neighborhood Center, Inc.
New York State Family Day Care Registration

14502
January 1, 2012 – December 31, 2012

the Neighborhood Center with respect to this Agreement or any term hereof.

This Agreement cannot be assigned by the Neighborhood Center without obtaining written approval of the Department.

Should the New York State Department of Social Services grant to the Oneida County Department of Social Services currently process be disapproved, this Agreement will be considered null and void.

Section VII:

This Contract may be terminated by the Department upon 30 day written notice of intent to cancel submitted to the Contractor.

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 Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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: 11/17/11

Agency: _____

Neighborhood Center, Inc.

Authorized Signature: _____

Sandra L. Soroka

Sandra L. Soroka
Executive Director

Print Authorized Name: _____

Neighborhood Center, Inc.

Title: _____

Neighborhood Center, Inc.
14502 Day Care Registration and Inspection Program
January 1, 2012 - December 31, 2012

Personnel Services

Personnel Salaries	\$ 155,197
Fringe Benefits	\$ 41,810
Personnel Services Total	\$ 197,007

Non-Personnel Services

Contractual/Consultant (IT Services, Copier)	\$ 1,340
Staff Travel/Per Diem	\$ 4,500
Equipment	\$ 0
Supplies	\$ 6,500
Other Expenses	\$ 20,950
Postage	\$ 2,100
Utilities	\$ 5,700
Telecommunications	\$ 3,700
Repairs/Maintenance	\$ 4,800
Buildings/Grounds	\$ 3,100
Insurance	\$ 1,050
Staff Training (outside agency training)	\$ 500
Non-Personnel Services	\$ 33,290
Contract Total	\$ 230,297

ADDENDUM I

MONTHLY DAY CARE REPORT
for the month of _____.

Certification:

Total Day Care Homes Certified at Start of Month _____.

Total Day Care Homes Leaving the Program _____.

Terminated _____.

Withdraw _____.

Moved _____.

Other _____.

Total Day Care Homes Certified at the end of Month _____.

Homefinding:

Total Home Studies Pending at start of month _____.

New Home Study Referrals _____.

Home Studies Terminated _____.

W/R _____.

Home Studies - Certified _____.

at end of Month _____.

Recruitment Report: (list recruitment efforts,

Date: _____

Signed _____.

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

Sandra L. Soroka
Executive Director

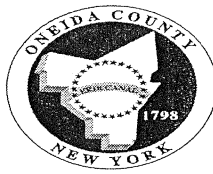
Neighborhood Center, Inc.
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Sandra L. Soroka
SIGNATURE

11/17/11
DATE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

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

November 17, 2011

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

FN 20 11-357
HUMAN RESOURCES
WAYS & MEANS



Dear Mr. Picente:

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

The Oneida County PINS Adjustment Services Program is an intervention and treatment program coordinated by the Oneida County Department of Social Services and Probation Department. It is designed to divert from Family Court and Institutional placement those youth who are at serious risk of being taken to Family Court as a Person in Need of Supervision (PINS) because they have been persistently incorrigible and / or truant. If the Probation Department determines that the case is eligible for Adjustment Services, then a complete psycho-social assessment with related referrals and evaluation of families and youth is conducted by the Oneida County Mental Health Department. The Committee on Appropriate Placement (CAP) will recommend an appropriate service plan. The possible services can run from probation supervision to intensive family intervention and can also include Counseling, Mental Health, Parenting, Medical, Substance Abuse, Education and Recreation Services. This Contract also covers the PINS 16-18 Project.

The Oneida County Probation Department is an integral part of the PINS process and this segment of the system helps to ensure that appropriate family needs are addressed before the situation further escalates and out of home placement can no longer be avoided.

The Oneida County Probation component of the PINS Adjustment Services per the attached Purchase of Services Agreement will operate from January 1, 2012 through December 31, 2012 with an annual budget of \$ 373,632 with a local cost of 27.88 % or \$ 104,168.60.

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

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

LAS/tms
attachment

Date 11/23/11

11/17/11
19501

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Oneida County Probation Dept.
321 Main Street (Union Station)
Utica, New York 13501

Title of Activity or Services: PINS Diversion

Proposed Dates of Operations: January 1, 2012-December 31, 2012

Client Population/Number to be Served: School age children who are at serious risk of institutional placement or foster care through Family Court due to their behavior in school, home or community.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor will provide alternative planning for families eligible for diversion services and provide evaluative data for the Department on the operation of the entire PINS Process in order to utilize appropriate Preventive Services on the areas which are most likely to prevent Foster Care.

The Contractor agrees that the Probation Officers will perform the following functions:

1. Provide liaison, consultation, and training to all Oneida County Schools to facilitate appropriate use of PINS Services.
2. Screen and evaluate all PINS referrals to determine suitability. To include verification that the school has made efforts through other resources to resolve the complaint prior to initiating a Pre-PINS applications with probation
3. Participation in the planning for Preventive Services through either:
 - a.) the use of the Committee on appropriate placement for youth at high risk of out of home care and implementation of CAP recommendation in order to utilize DSS Preventive Contracts.
 - b.) Provide continued monitoring of youth and family functioning.
4. Active Participation in the Oneida County CAP Committee.
5. Compile statistics to monitor the functioning of the Oneida County PINS Plan.
6. Complete and supply program evaluation data as requested by the Department. The contractor agrees to prepare and provide any and all monthly reports required by the County and State Governments pertaining to this contract.

The Contractor and the Department shall cooperate with the County's CAP System and will work together to make appropriate changes in the PINS adjustment services as indicated.

2). Program/Service Objectives and Outcomes –

Outcome: Prevent out of home placement of children due to PINS behaviors exhibited in the home, school or community.

Performance: Probation Officers will have the knowledge and expertise to provide diversion planning for youth at risk of out of home placement. This will be evident in a thorough family assessment that identifies family strengths, needs and resources. The probation officer will make appropriate referrals for community based services and provide oversight to monitor compliance with services. The probation officer will refer all cases to the Committee on Alternate placement (CAP) that are at high risk of placement and follow the recommendations as set forth by the committee.

3). Program Design and Staffing Level –

- Portion Probation Director
- Portion of Contract Manager
- 1 Full Time Senior Probation Officer
- 4 Full Time Probation Officers.
- 1 Part Time Probation Officer

Total Funding Requested: \$ 373,632

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

Mandated or Non-mandated: Mandated service

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

Federal	38.39 % = \$ 143,437.32
State	33.73 % = \$ 126,026.08
County	27.88 % = \$ 104,168.60

Cost Per Client Served:

Past performance Served: The 2011 budgeted cost was \$ 346,615. The Department has had this contract for since 1990.

O.C. Department Staff Comments: The Department is satisfied with this Contractors performance. New to this Contract in 2003 was the 16-18 PINS Project.

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 ONEIDA COUNTY PROBATION DEPARTMENT a not-for-profit corporation as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law (or, a public agency) having its principal office at 321 MAIN STREET, UNION STATION, UTICA, NEW YORK 13501 (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, 2012 through DECEMBER 31, 2012 (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

*Oneida County Department of Probation
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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:

ONEIDA COUNTY PROBATION DEPARTMENT

321 MAIN STREET, UNION STATION, UTICA, NEW YORK 13501

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

*Oneida County Department of Probation
PINS/Probation, Prevention of Foster Care*

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1/1/12-12/31/12*

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 issuances, 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 if 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.

Date: _____
Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____
Oneida County Attorney

Date: _____
Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 1/17/11

Agency: Oneida County Department of Probation

Authorized Signature: David Tompdy

Print Authorized Name: DAVID TOMPDY

Title: Director

Appendix B

THIS AGREEMENT, made and entered in to, by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the Oneida County Probation Department, 321 Main Street, Union Station Utica, New York 13501 (hereinafter called Contractor).

WITNESSETH:

WHEREAS, the Department is a participant on the PINS Planning Task Force

WHEREAS, the Department has the need to intervene on behalf of families to prevent foster care,

WHEREAS, the Department as part of the Pins Planning Process to prevent placement has need for comprehensive and cooperative planning on behalf of families who are at serious risk of foster care for a child through a PINS Petition,

WHEREAS, the Contractor has the knowledge and expertise to provide PINS alternative planning for eligible families of child Preventive Services.

NOW, THEREFORE, the Contractor agrees to provide one Senior Probation Officer and (4) four Probation Officers who will provide alternative planning for families eligible for diversion services and provide valuative data for the Department on the operation of the entire PINS Process in order to utilize appropriate Preventive Services on the areas which are most likely to prevent Foster Care.

The Contractor agrees that the Probation Officers will perform the following functions:

1. Provide liaison, consultation, and training to all Oneida County Schools to facilitate appropriate use of PINS Services.
2. Screen and evaluate all PINS referrals to determine suitability. To include verification that the school has made efforts through other resources to resolve the complaint prior to initiating a Pre-PINS applications with probation

3. Participation in the planning for Preventive Services through either:
 - a.) the use of the Committee on appropriate placement for youth at high risk of out of home care and implementation of CAP recommendation in order to utilize DSS Preventive Contracts.
 - b.) Provide continued monitoring of youth and family functioning.
4. Active Participation in the Oneida County CAP Committee.
5. Compile statistics to monitor the functioning of the Oneida County PINS Plan.
6. Complete and supply program evaluation data as requested by the Department. The contractor agrees to prepare and provide any and all monthly reports required by the County and State Governments pertaining to this contract.

The Contractor and the Department shall cooperate with the County's CAP System and will work together to make appropriate changes in the PINS adjustment services as indicated.

Outcome/Measurements

Outcome: Prevent out of home placement of children due to PINS behaviors exhibited in the home, school or community.

Performance: Probation Officers will have the knowledge and expertise to provide diversion planning for youth at risk of out of home placement. This will be evident in a thorough family assessment that identifies family strengths, needs and resources. The probation officer will make appropriate referrals for community based services and provide oversight to monitor compliance with services. The probation officer will refer all cases to the Committee on Alternate placement (CAP) that are at high risk of placement and follow the recommendations as set forth by the committee.

Measurement: 75% of the youth referred to the program will not present to Family Court as a result of noncompliance with services and/or increase in PINS related behaviors of a JD charge 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.

Measurement: 100% of the children identified by Probation as needing placement outside the home or Kids Oneida services will be reviewed by the CAP committee and the probation officer will

actively implement all recommendations made by the CAP committee.

The Contractor represents and agrees to comply with all applicable Federal laws, including the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment act of 1967, as amended, the Federal Rehabilitation Act of 1973, as amended, and Executive Order 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 Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

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

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

The Contractor and any subsequent sub - contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDDS 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

*Oneida County Department of Probation
PINS/Probation, Prevention of Foster Care*

19501
1/1/12-12/31/12

Department determines that the Contractor has violated a material term of this Agreement.

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

The Contractor agrees to collect and maintain a data file as mutually devised to evaluate the Preventive Services as it pertains to the entire PINS Diversion Planning system.

The Contractor agrees to provide the data file to the Department on a monthly basis. The current system is attached, and the Contractor agrees to comply with modifications as mutually determined.

The Contractor agrees to provide the Services as delineated in the Oneida County PINS Adjustment Service Plan.

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

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

All records must be available for audit for a period of 6 years.

The Department shall pay the Contractor for such services per the salary and fringe according to the currently negotiated contract with the appropriate union for a period of one year, starting January 1, 2012 and ending December 31, 2012, as per the attached operational budget, Not to exceed \$ 373,632.00.

The Department agrees to pay the Contractor monthly upon submission of statistical caseload data, with case activity, and time sheets attached to a county voucher and other statistical information as determined by the Department. The Contractor will complete a quarterly report of activities for submission to the Department with the Voucher request for payment.

The Contractor agrees to provide an Annual Certification as attached pertaining to this contract as part of the Contractor's
Oneida County Department of Probation # 19501
PINS/Probation, Prevention of Foster Care 1/1/12-12/31/12

Annual independent audit.

The Contractor agrees to complete and return a Quarterly Contract Evaluation form (attached) and to meet with the Department at least every (6) months to discuss programmatic and operational issues. The Department and the Contractor agree to meet as requested by either party as needed.

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

The Oneida County Probation Department shall complete a Contract Staffing Report (as Attached) upon completion of a fully executed Agreement. The Oneida County Probation Department agrees to complete a Contract Staff Vacancy Report upon changes.

The Commissioner of Social Services reserves the right to evaluate the job performance of the individual chosen to perform the work and has the right to have reassigned any employee performing under the contract and to request retention, reinstatement or reassignment of any contract employee who may have been removed.

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

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

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

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

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

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for

*Oneida County Department of Probation
PINS/Probation, Prevention of Foster Care*

19501
1/1/12-12/31/12

Page 20 of 24

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.

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

ONEIDA COUNTY PROBATION DEPT.
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

DAVID TOMIDY Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

David Tomidy
SIGNATURE

11/17/11
DATE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

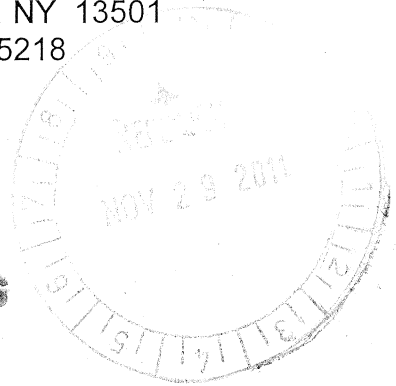
ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

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

November 21, 2011

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

FN 20 11 - 358
HUMAN RESOURCES



WAYS & MEANS

Dear Mr. Picente:

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

This renewal Agreement with Herkimer - Oneida Counties Comprehensive Planning Program will provide Preparation and Monitoring of the Consolidated Services Plan; Data Collection and Analysis; Needs Assessment; Grant Applications; Plan Preparation and Monitoring; and other planning services as needed.

The term of the Agreement is January 1, 2012 through December 31, 2012. The total cost of the Contract is \$ 99,809 with a local cost of 32% or \$ 31,938.88.

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

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente Jr.
County Executive

Date 11/22/11

LAS/tms
Attachment

11/21/11
12601

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Herkimer-Oneida Counties Comprehensive Planning Program
Union Station
Utica, New York 13501

Title of Activity or Services: Provide Technical Assistance

Proposed Dates of Operations: January 1, 2012 through December 31, 2012

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Assist the Department in satisfying State & County Planning requirements, achieving program goals & objectives. Provides assistance to the department in the area's of: grant proposals consolidated services plan, may assist in the implementation and planning of programs, may assist in the planning and organization of community resources for the department.

2). Program/Service Objectives and Outcomes -

To provide technical assistance & consultation to the Department in the preparation and monitoring of the Consolidated Service Plan and other areas identified by the Department.

3). Program Design and Staffing Level -

60%	Principal Planner
10%	Principal Planner
90%	Associate Planner
20%	Data Processing Clerk
1.43%	Principal Account Clerk

Total Funding Requested: \$ 99,809

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

Mandated or Non-mandated: Non-mandated

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

Federal	56 %	\$ 55,893.04
State	12 %	\$ 11,977.08
County	32 %	\$ 31,938.88

Cost Per Client Served:

Past performance Served: The Department has had an Agreement with the Planning Department to provide this service since 1989. The Contract cost was \$ 99,809 in 2011.

O.C. Department Staff Comments: The Department is satisfied with the providers service.

AGREEMENT

THIS AGREEMENT, made in accordance with NYSDSS, Administrative Letter 90 ADM-86 dated 10/28/80, between, Oneida County Social Services Commissioner, Lucille A. Soldato and John R. Kent, Jr., Program Director, Herkimer-Oneida Counties Comprehensive Planning Program (HOCCPP), will become effective January 1, 2012, subject to renewal or termination with a 30-day notice in writing by either party without cause, and immediately if for cause or if Federal or State reimbursement is terminated or not allowed:

HOCCPP will provide technical assistance to the Oneida County Department of Social Services in the preparation and monitoring of the Consolidated Services Plan and other areas identified by the Social Services Commissioner. The areas include but are not limited to: data collection and analysis; citizen participation; needs assessment; grant applications; plan preparation and monitoring, yearly implementation reports; program and project/contract evaluations and monitoring.

It is understood that HOCCPP's role is that of a consultant, working at the Department of Social Services direction, to assist in satisfying state and county planning requirements and achieving program goals and objectives. HOCCPP Staff would supplement Social Services Staff planning efforts and, if successful, relieve a portion of that burden while establishing a more focused planning process.

The Commissioner of Social Services reserves the right to evaluate the job performance of the individual chosen to perform the work and has the right to have reassigned any employee performing under the contract and to request retention, reinstatement or reassignment of any contract employee who may have been removed.

It is expressly agreed between the parties that HOCCPP is an independent contractor and not in any way deemed to be an employee of the Department of Social Services.

That to achieve maximum results required, the local Department of Social Services will provide reports, documents and other information that will enable HOCCPP to perform its duties under the agreement.

That all records must be available for a period of six (6) years and should be made available for audit by New York State Department of Social Services, Audit & Control and the Department of Health and Human Services.

That both parties agrees to comply with the Civil Rights Act of 1964 as mandated by Executive Order No. 11246, 41 CFR Part 60, Section 504, of the Rehabilitation Act of 1973, and 45 CFR Parts 84 and 85.

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

That HOCCPP and the 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 19 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.

That HOCCPP 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."

That all information exchanged between agencies is considered confidential and will be used only for the intended purposes. Measures shall be taken to safeguard the confidentiality of such information to the extent required by applicable state and federal laws and regulations.

That the Department and the Contractor will meet on at least a 6-month basis or as requested by either party to review the contract.

That HOCCPP will bill on an Oneida County Voucher, the Oneida County Department of Social Services on a quarterly basis, as applicable to specific payroll periods for salary, administrative and indirect fringe benefits.

That the cost, not to exceed \$ 99,809 for 2012, is for dedicated staff support including program supervision, planners, secretarial, graphic artist and clerk as per the attached budget.

This Agreement expires December 31, 2012 and will be re-negotiated within thirty (30) days prior to the expiration date.

Options to renew the contract are at the discretion of OCDSS, which shall supply a thirty (30) day written notice to HOCCPP of any intent to terminate the contract prior to the contract termination date stated herein.

This Agreement cannot be assigned by HOCCPP without obtaining written approval of OCDSS.

It is further agreed that HOCCPP will hold OCDSS harmless for any liability arising from any act of omission or commission by HOCCPP with respect to the Agreement nor any term thereof.

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 liaison people for the purposes of this contract are:

Chip Bassett, Herkimer-Oneida Counties Comprehensive Planning Program
Lucille Soldato, Commissioner Oneida County Department of Social Services

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: 11-18-2011

Agency: Herkimer-Oneida Counties Comprehensive Planning Program (HOCPP)

Authorized Signature: John R. Kent, Jr.

Print Authorized Name: John R. Kent, Jr.

Title: HOCPP Program Director

Herkimer-Oneida Counties
Comprehensive Planning Program

Oneida County Department of Social Services

**Herkimer-Oneida Counties
Comprehensive Planning Program**

Oneida County Department of Social Services

2012 Budget:

1. Salary

Principal Planner	60%	\$ 45,555.00
Principal Planner	10%	\$ 7,351.00
Associate Planner	90%	\$ 35,079.00
Data Processing Clerk	20%	\$ 8,393.00
Principal Account Clerk	1.43%	<u>\$ 382.00</u>
	Salary Sub-total	\$ 96,760.00

2. Expenses

Transportation, Meals, Conferences (estimates)		1,000.00
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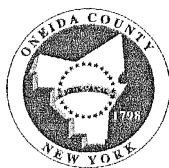
3. Supplies

(Postage, Copying, Printing, etc.)		<u>2,049.00</u>
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TOTAL **\$ 99,809.00**

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

November 28, 2011

FN 20 11 359



HUMAN RESOURCES

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

WAYS & MEANS

Dear Mr. Picente:

There is a need to transfer funds into the **2011** Budget to cover a shortage in the A6011.455, Services mileage account. The Services employees provide protective, preventive, adoptive and other services. This requires transportation for mandated training, court appearances, home visits, etc.

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

To: A6011.455 Children & Adult Services Travel & Subsistence \$15,000

From: A6010.49534 General Administration – General Expenses \$15,000

Sincerely,

Lucille A. Soldato
Commissioner of Social Services

Cc: T. Keeler

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

Anthony J. Picente, Jr.
County Executive

Date 11/29/11