



Cortland County
Department of Social Services

REQUEST FOR PROPOSAL

for

**PARENT AIDE, PARENT TRAINING AND FOSTER CARE
VISITATION SERVICES**

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Cortland County
Department of Social Services
60 Central Avenue
Cortland, NY 13045

TITLE: Parent Aide, Parent Training and Foster Care Visitation Services

I. GENERAL INFORMATION

A. Key Dates:

1. RFP Released: August 31, 2015
2. Proposal Due: October 13, 2015
3. Final Selection: October 27, 2015
4. Anticipated Health and Human Services Committee Approval: November 5, 2015
5. Anticipated Full Board Approval: November 19, 2015
6. Formal Notification of Award: November 20, 2015
7. Contract Execution: December 31, 2015

B. Eligible Applicants: Incorporated non-profit organizations. Experience working with families involved with the child welfare system preferred.

C. Receipt of Proposal: To be considered, signed, written proposals completed in accordance with Section VIII of this proposal must be received by the Cortland County Commissioner of Social Services at 60 Central Avenue, Cortland, New York 13045 on or before October 13, 2015 at 4:00pm.

D. Any inquiries or questions concerning the request for proposals shall be in writing no less than ten (10) business days before the proposal due date and addressed to:

Kristen Monroe, Commissioner of DSS
Cortland County Department of Social Services
60 Central Avenue
Cortland, NY 13045

kristen.monroe@dfa.state.ny.us

All written questions and answers shall be posted on the Cortland County website with the RFP as they are answered. All Proposers are responsible for checking this information themselves.

E. The proposal submitted by the individual Proposer(s) is the document upon which Cortland County Department of Social Services will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.

F. Those submitting proposals do so entirely at their expense. This is no express or implied obligation by Cortland County to reimburse any Agency or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information request by the County, or for participating in any selection interviews.

- G. During the evaluation process, Cortland County may require clarification of information or may invite Proposers to an oral presentation to amplify and/or validate proposal contents.
- H. Submission of any proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the proposal.
- I. Cortland County reserves the right to reject any and all proposals, in whole or in part, submitted in response to this RFP.
- J. Cortland County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional proposals.
- K. Cortland County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- L. In accordance with the Cortland County Purchasing Policy, Professional Services and services requiring special or technical skills, training or expertise are not purchase contracts or contracts for public work, as those phrases are used in the bidding statutes and therefore are not subject to competitive bidding procedures. However, Cortland County is desirous of obtaining bids for these professional services through a formal process and has outlined below the selection process and criteria for selection for this RFP.
- M. A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.
- N. The County reserves the right to retain all proposals submitted.
- O. **The award will be for the period of December 31, 2015 through December 31, 2016.**
- P. **Proposals which do not meet the requirements as outlined in this RFP will not be considered.**
- Q. **Special Note to Potential Proposers:** A component of this RFP is adequate space for offices and family visitation. Please take note that there may be an opportunity to negotiate with the Cortland County Buildings and Grounds Department regarding rental opportunities for 49 Grant Street, Cortland, NY 13045. Arrangements to see the space can be made by contacting Kristen Monroe, Cortland County Commissioner of Social Services at 607-753-5305 or kristen.monroe@dfa.state.ny.us. Inquiries regarding the space can be directed to Brian Parker, Buildings and Grounds Superintendent at 607-753-5068 or bcparker@cortland-co.org.
- R. **Cone of Silence:** You are hereby advised that this Request for Proposal is subject to a Cone of Silence. From the time of advertising until the Commissioner of the Department of Social Services issues her recommendation, there is a prohibition on communication with the County's professional staff. The Cone of Silence does not apply to oral communications at pre-bid conferences, oral presentations before evaluation committees, contract discussions during any duly noticed public meeting, contract negotiations with the staff following the award of an RFP, RFQ, RFLI or bid by the County Board of Legislators, or communications in writing at any time with any County employee, official or member of the County Board unless specifically prohibited. A copy of all written communications must be filed with the Commissioner of the Department of Social Services. Violation of these provisions by any particular Proposer shall render any RFP award, RFQ award, RFLI award, or bid award to said Proposer void, and said Proposer shall not be considered for any RFP, RFQ, RFLI or bid for a contract for the provision of goods or services for a period of one year.

- S. **Public Records:** New York State Law provides that municipal records shall at all times be open for inspection by any person under the Freedom of Information Law, as amended from time to time. Information and materials received by the County in connection with responses shall be deemed public records subject to public inspections.

II. SELECTION PROCESS

- A. Proposals will be evaluated and scored by a review committee to be determined by the Department of Social Services (DSS). Members will include the following members of the Department of Social Services: Commissioner, Director of Services, a Supervisor, Caseworker, and DSS Attorney. Additionally, a County Legislator who is selected by the Chair or Vice Chair of the Health and Human Services Committee and an attorney representative from the Public Defender's Office.
- B. Upon selection of the winning proposal by the committee, a formal resolution for contract authority will be sought from the Cortland County Legislature and County Attorney.
- C. The successful Proposer shall execute a contract with Cortland County in substantial conformance with this RFP before December 31, 2015.
- D. There is no appeal process for any Proposer under this RFP.

III. CRITERIA FOR SELECTION

- A. Cortland County DSS will assess each proposal based on the following criteria
1. Overall quality and comprehensiveness of proposal
 2. Qualifications of Proposer
 3. Experience servicing child welfare families
 4. Description of family engagement strategies to be used
 5. Service delivery space in that: Family visitation space must be designed to be friendly, conducive to teaching various parenting skills, provide kitchen services, provide bathrooms and changing areas, and provide activity space for parents and children to interact comfortably. An outdoor area is desirable. See Section I Q if such space is required by the Proposer.
 6. Service hour flexibility
 7. Financial considerations - although the lowest or highest bidder is not necessarily the best proposal
 8. Completeness and feasibility of a start-up plan by December 31, 2015.
 9. Proposed outcome measures
 10. Proposed coordination, communication and reporting methods with the Department
 11. Training plans

IV. BACKGROUND/DESCRIPTION OF CHILD WELFARE SERVICES

A. Description of core Child Welfare Services

1. Foster Care Services – Foster Care is a temporary living situation for children who would be unsafe due to their caretaker's or their own behavior if they remained in their family homes. Every effort is made to implement a safe plan that permits the child to remain in the home or with a relative before a foster care placement is considered. The agency certifies local families to foster children in need of a safe home. When the needs of children are too challenging to be met in family homes, children are placed in group homes or residential centers that are operated by private agencies. Caseworkers engage families and children to implement plans to move toward reunification or other permanency. In 2014, the monthly average number of children in foster care was 85. In 2015, the monthly average through June is 70 children.
2. Preventive Services – The purpose of Preventive Services is to prevent any out-of-home placements of children. Families can work with Preventive Services on a voluntary basis or services can be court ordered through Family Court. A Caseworker is assigned to the family and conducts an assessment to identify service needs and to create a service plan. Caseworkers work with families to put specific services in place to address the identified issues by meeting with families at least twice a month. In 2014, the monthly average number of open preventive cases was 136. In 2015, the monthly average number of open cases is 126.
3. Child Protective Services - CPS reports are received locally from the State Central Registry through the Connections computer system. The Department is mandated to investigate them. The Department is required to assess the safety of all the children in the household within 24 hours. This requires a face-to-face contact and assessment of the home. The service needs to be provided 24 hours a day, 365 days a year, which necessitates on-call staffing. The Department has 60 days to complete an investigation. If there is some credible evidence found to support the allegations of the report, then it is indicated. In certain circumstances, the Department must ensure children's safety by putting preventive measures in place or making referrals for families who need some other assistance. When children cannot be made safe, the Department is legally bound to remove a child from the household and initiate family court proceedings. This is always a last resort and staff work diligently to engage the family in safety planning before this option is considered. In 2014, we received 1189 CPS reports and through June in 2015, we have received 579.

B. Desired Outcome Within the Child Welfare System

1. An overall reduction in the number of children placed in foster care and residential care.
2. Provide strength-based, family focused services meant to strengthen families with children at risk of out of home placement or placed in out of home care.
3. Promote parenting skills that support maximum child development.
4. Support and educate caretakers on the value of school attachment and attendance for their children.
5. Reduce the risk of future contact of families with the child welfare system.

6. Support community attachment by families which includes access to non-traditional community resources and community employment services.

V. ROLES AND SERVICES TO BE PROVIDED

A. The Department Role

1. The Cortland County Department of Social Services shall be responsible for determining the eligibility of persons for preventive services to be purchased by the Department and shall serve as the gatekeeper and approver for all authorizations, reauthorizations, and subsequent closings of preventive services. 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 Office of Children and Family Services.
2. The Department shall be responsible for case management which shall include authorizing the provision of preventive services and approving client eligibility in accordance with 18 NYCRR Part 423.3 and 430.9, and approving child service plans as defined in 18 NYCRR Part 428.
3. Preventive services are described in 18 NYCRR Part 423.2 (b) as those supportive and rehabilitative services provided to children and their families 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.
4. The case planner is the caseworker with the primary responsibility for providing or coordinating and evaluating the provision of services to the family. Case planning includes referring the child and his or her family to providers of services as needed, and delineating the roles of various service providers. The case planner also must require collaboration among all the case workers assigned to the case so that a single family assessment and service plan is developed. Case planning responsibility also includes documenting client progress and adherence to the service plan by recording in the uniform case record that such services are provided. The Department serves as case planner unless there is one assigned under contract with the Department. As of September 1, 2015, the entities authorized under contract to provide case planning in addition to the Department are Liberty Resources and the Cortland County Probation Department Persons in Need of Supervision (PINS) Senior Probation Officers. The successful bidder under this RFP will not provide case planning services, but will be required to document contacts, client progress and adherence to the service plan for cases served.
5. The Department case planner will be responsible for establishing family visitation plans for children in out of home placements. The first consideration in such visitation plans is the safety of children. Such plans are made by the Department in order to facilitate permanency planning for children, whether it speeds reunification or helps decision-making in cases of alternative permanency goals.

B. Parent Aide and Parent Training Services

1. In accordance with 18 NYCRR Part 423.2 (g) parent aide services and parent training services are defined as supportive services.
2. In accordance with 18 NYCRR Part 423.2 (b) (10), parent aide services are 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 are not limited to role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.
3. Parent training skills are defined in 18 NYCRR Part 423.2 (b) (12) as instruction in parent skills development and the developmental needs of the child and/or 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.
4. Parent aide and parent training services may be provided in the homes of families or in office settings as needed. Such services may be provided individually or in groups as needed. This RFP is seeking flexibility in the ways services may be provided because the needs of those served change throughout a service year.
5. In 2015, the following approximate hours of service have been provided to families:
 - In home education visits – 16 visits/week each for an hour
 - Transportation for in home education visits – 7 hours/week
 - Parenting classes – 60 hours/year
 - Reality Baby lessons and care analysis – 12 hours/year

C. Foster Care Visitation Services

1. Foster care visitation is required per 18 NYCRR Part 430.12. It must be provided at least bi-weekly between the child and the parents or caretakers to whom the child is to be discharged, unless such visiting is specifically prohibited by court order, or by a transfer of custody agreement or other long distance placement conditions prohibit it. The Department has been and seeks to continue providing visitation far in excess of the regulatory requirements.
2. The Office of Children and Family Services issued guidance on family visiting for children in out of home placements in 04-OCFS-INF-04 on June 8, 2004. The following is extracted from that document:

Family visiting within child welfare refers to face-to-face contact between children in out-of-home placement and their parents, siblings, relatives, and other persons significant in their lives. Visiting plans that meet the children's developmental needs and allow for safe, frequent contact between them and members of their family should be created for all children in care. These plans should be an integral part of case planning, premised on the

permanency goals, and careful risk assessments to these children, as well as careful risk assessments of their communities, if necessary.

The best predictors of successful reunification are the frequency and quality of visits between children in foster care with their family members and/or discharge resources. When reunification is the goal, the visiting plans should encourage a progressive increase in the parents' or discharge resources' responsibilities for the daily care of the child(ren), consistent with the safety of the children. When reunification is not the goal, the visiting plans can help family members understand and accept alternative permanency plans. Regardless of the permanency goal, family visiting:

- *Creates, maintains, or strengthens family relationships;*
- *Protects the health and safety of the children;*
- *Enhances children's well-being and lessens the impact of separation;*
- *Affirms the importance of family in the child(ren)'s lives;*
- *Promotes accurate assessment of family interactions, strengths and risk to children; and*
- *Provides the times and places for family members to reinforce existing parenting skills as well as to learn and practice new behaviors and ways of relating to each other.*

3. These services include the need to provide transportation to adults and children when necessary.
4. There must be provisions for after-hours services to be provided in order to accommodate school age children and working parents.
5. Family visitation space must be designed to be friendly, conducive to teaching various parenting skills, provide kitchen services, provide bathrooms and changing areas, and provide activity space for parents and children to interact comfortably. An outdoor area is desirable. All visitation space must meet local code requirements.
6. In 2015, approximately 18 family visits have been provided each week. This has involved approximately 33 hours of visitation time and 30 hours of transportation time.

D. Documentation Requirements

1. The Department must maintain confidential documentation for each family and child served in accordance with provisions in 18 NYCRR Part 428. Progress notes are specifically described in 18 NYCRR Part 428.5.
2. A Proposer would have to maintain progress notes to be submitted on a weekly basis to the Department for every family served. Progress notes must include, but are not limited to: descriptions of contacts with children and parents receiving services, including missed or cancelled appointments, and the reasons therefore; efforts made to engage the family members in the development of the service plan or the completion of a family led assessment guide; their

level or degree of participation in the process and the family and children's reactions to services; referrals and communications with other service providers involved in the case; and information received from specialized rehabilitative and supportive service providers concerning casework contact activities with a child and/or family receiving preventive and/or protective services.

3. All client reports must be made available to the Department upon request.
4. The Department will require a monthly report that maintains a record of participant information, such as referral date, Department caseworker, assigned contract employee, case opening date, visiting schedule, service targets, total number of visits, completion of evaluations and trainings, court appearances by staff, and other relevant information.
5. The Department will require a monthly report that demonstrates outcomes and outputs for each month and in the aggregate at the end of the contract year. The specifics of this monthly report and desired service outcomes will be finalized with the successful contractor.
6. The successful Proposer must be prepared to provide all documents requested to the Department Legal Unit and have employees provide testimony to all documents and relevant events in Family Court when the Department deems it necessary.

VI. CONTRACT REQUIREMENTS

- A. Cortland County requires the Proposer to be in compliance with all County Contract language as outlined in Attachment A.
- B. Cortland County requires the Proposer to be in compliance with the Standard Clauses for New York State Contracts in Attachment B.
- C. Proposers must agree to comply with and submit completed forms as follows:
 - a. Drug Free Workplace – Attachment C
 - b. Acknowledgment and Agreement to Comply with Standard Clauses for New York State Contracts – Attachment D
 - c. Non collusive Billing Certificate Required by Section 139-D of the State Finance Law – Attachment E
 - d. Conflict of Interest Disclosure – Attachment F
- D. The successful Proposer will agree that neither party may assign or sub-contract the contract or any portion thereof, without prior written consent of the other party.
- E. The Department must follow Purchase of Services Requirements in accordance with 18 NYCRR 405.3(g). These requirements as they appear in the regulations are:
 - (1) include all terms of the contract in one instrument, be dated and be executed by authorized representatives of all parties to the contract prior to the date of implementation;
 - (2) have a definite effective and termination date;
 - (3) contain a detailed description of the services to be provided and the methods of provision, including subcontracting to be used by the provider in carrying out its obligations under the contract;
 - (4) specify any delegated function such as accepting applications and transmitting information pertaining to the eligibility determination, if any;

- (5) provide for a stated number of units of service at a specified dollar rate or for a specific dollar amount or for costs to be determined in accordance with acceptable cost allocation methods;
- (6) specify the method and source of payment to the provider, including collection and disposition of fees, if applicable;
- (7) include a statement that the provider meets applicable State or Federal standards;
- (8) specify the locations of the facilities to be used in providing services;
- (9) provide for informing individuals of the right to request a fair hearing in accordance with provisions prescribed by the department;
- (10) provide that the provider will comply with the requirements of the Civil Rights Act of 1964 and Part 357 of this Title for safeguarding information;
- (11) provide that any subcontracts permitted by the contract shall be subject to the requirements of this Part and that the provider is responsible for the performance of a subcontractor;
- (12) specify the requirements for fiscal and program responsibility, billing, records, controls, reports and monitoring procedures;
- (13) provide for access to financial and other records pertaining to the program by State and Federal officials;
- (14) include specific procedures ensuring the protection of health history information related to an individual who has been diagnosed as having AIDS or an HIV-related illness or an HIV infection or laboratory tests performed on an individual for HIV-related illness;
- (15) include a statement ensuring that staff, to whom confidential HIV-related information is disclosed as a necessity for providing services and in accordance with Part 403 of this Title and section 2782 of the Public Health Law, are fully informed of the penalties and fines for redisclosure in violation of State law and regulation;
- (16) include the requirement that any disclosure of confidential HIV-related information must be accompanied by a written statement as follows:

“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.”; and
- (17) specify the information concerning casework contacts to be furnished by providers of specialized rehabilitative services, supportive services and probation services as defined in section 423.2(f), (g) and (h) of this Title and the actions required by such rehabilitative providers, supportive service providers and probation service providers participating in case planning activities.

- F. Employees of the successful Proposer are mandated reporters and as such the Proposer agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of the Social Services Law. Additionally, the successful Proposer is required to report any incidents of injury to children or situations that placed a child at risk of harm to the Department immediately following the incident.
- G. The successful Proposer agrees to follow the State Central Registry clearance process in accordance with Social Services Law Sections 422 (8) and 424-a and 18 Part NYCRR 432.2(e).
- H. Reimbursement for the contract shall be for actual costs on a monthly basis upon receipt of proper bill and in accordance with any contract provisions.

- I. The selected Proposer will ensure the presence of staff at Family Court proceedings as requested by either the Department or Family Court.
- J. The Proposer will ensure compliance with confidentiality laws including HIPAA.

VII. RFP REQUIREMENTS

A. Describe Qualifications and Experience

- 1. Governance – Provide a list of Board of Directors and their organization affiliations and frequency of meetings.
- 2. Organizational Capacity – Describe your organization’s experience in developing, implementing, and operating similar programs. The proposal must also demonstrate the ability to successfully manage all aspects of financial management, record keeping, and meeting reporting requirements. Provide a description of organizational familiarity with the target population and how it will leverage existing community relationships.

B. Program Proposed Design to include the following information:

- 1. How parent aide, parent training and family visitation services will be delivered.
- 2. How desired outcomes will be achieved.
- 3. How services will be provided during non-traditional hours.
- 4. Outline of best practices to be used.
- 5. Identify the measures that will be used to evaluate program effectiveness. Include a description of the data sources, how they will be obtained and how they will be analyzed.
- 6. Describe methods of communicating with the Department and providing required documentation including how proper electronic and paper record storage procedures will be ensured in order to comply with laws and protect confidentiality.
- 7. Explain your experience with and willingness to create policy and procedure manuals.

C. Budget

- 1. Provide a line item budget. Staff positions must be broken down into direct services staff, administrative costs, and any operating costs. Please use the budget format provided as Attachment A.
- 2. Successful contractors will have administrative costs not exceeding 15% of the total contract expenses.
- 3. Final budget will be negotiated after selection.
- 4. The Department shall pay the successful Contractor on a monthly basis upon submission of a voucher claiming actual costs in a form satisfactory to the Department for payment. Monthly vouchers must be submitted to the Department within thirty days of the end of the month being billed.

- D. Staffing Plan – List all employees who will be involved in program operation and management. Include titles, job duties and qualifications of anticipated staff. An organizational chart showing staff titles and supervisory relationships is required. Please include staff training plans.

NOTE: A former provider of similar services met the need using approximately 5 FTEs.

- E. Space - Describe what space will be used or what type of space will be selected for use.
- F. Start-Up Plan - Provide a detailed implementation plan indicating steps that will be taken to ensure a December 31, 2015 start date.

VIII. RFP SUBMISSION PACKAGE

- A. Cover Letter - All proposals must include a cover letter submitted under the agency's name and on the agency's letterhead containing the signature and title of a person or official of the agency who is authorized to commit the agency to a potential contract with the County. The cover letter must also identify the primary contact for this proposal and include the County's RFP number found within this RFP. The agency must submit one original written proposal. An additional electronic proposal may also be submitted to Kristen Monroe at Kristen.monroe@dfa.state.ny.us
- B. Description of Qualifications – All proposals must include a description of the agency's governance and organizational capacity.
- C. Program Narrative – All proposals must include a narrative providing a clear concise description of program design details that meet the requirements listed in section VII B.
- D. Budget – All proposals must include a budget in the format provided in Attachment B to this RFP.
- E. Staffing Plan – All proposals must include the required information under VII D.
- F. Space – All proposals must include ideas and estimated costs for space proposed.
- G. Implementation Plan and Timeline – Must be included in all proposals to ensure readiness for a December 31, 2015 program start.
- H. Attachments C, D, E and F must be completed and submitted
- I. Valid W9 with signature

Attachment A

Cortland County Contract Language

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the **COUNTY OF CORTLAND**, New York, (the “COUNTY”), a municipal corporation organized and existing under the laws of the State of New York with offices at 60 Central Avenue, Cortland, New York 13045, and _____, (the “CONTRACTOR”), with offices located at _____.

WITNESSETH, that the COUNTY and the CONTRACTOR, for the consideration hereafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFORE

The CONTRACTOR shall furnish

(Describe the work to be done; if a proposal for the work exists, attach same as an exhibit and cite said exhibit herein.)

ARTICLE 2. TERM

The CONTRACTOR agrees to perform the services and/or supply goods beginning _____, 20__ and ending _____, 20__.

ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the Contract has been fully performed and the COUNTY agrees that the Contract has been fully performed, the CONTRACTOR shall file with the COUNTY an itemized voucher and the COUNTY shall pay the CONTRACTOR \$ _____ within its normal payment period.

ARTICLE 4. CONTRACTOR’S INSURANCE

The CONTRACTOR shall not commence work under this Contract until he/she/it has obtained all insurance required under this paragraph and the COUNTY has approved such insurance. The COUNTY requires the following insurance coverage and amounts:

- (A) Comprehensive General Liability, including personal injury coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and property damage coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- (B) Automobile coverage with a combined single limit of \$1,000,000.00.
- (C) Statutory Worker’s Compensation Disability Coverage, and Unemployment Insurance.
- (D) Professional Liability Insurance in the amount of \$1,000,000.00 where applicable.

The CONTRACTOR shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance policies to be in full

force and effect, naming the COUNTY which shall assume to include its officers, employees, agents and representatives as additional insured. The certificates of insurance shall name specifically “Cortland County, 60 Central Avenue, Cortland, New York 13045” as an additional insured.

Notice of termination of any such policies must be provided to the COUNTY at least ten (10) days in advance. CONTRACTOR shall, on or before this 10-day period, provide the COUNTY with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement.

All insurance coverage required to be purchased and maintained by the CONTRACTOR under this agreement shall be primary for the defense and indemnification on any action or claim asserted against the COUNTY and/or the CONTRACTOR for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

Any accident shall be reported to the COUNTY as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the COUNTY as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 5. REPRESENTATIONS OF CONTRACTOR

The CONTRACTOR represents and warrants:

- (A) That he/she/it is financially solvent and that he/she/it is experienced in and competent to perform the services as described in Article 1 above,
- (B) That he/she/it is familiar with all Federal, State, municipal and departmental laws, ordinances and regulation which may in any way affect the work or those employed therein.

ARTICLE 6. PERMITS AND REGULATIONS

The CONTRACTOR shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 7. COUNTY’S RIGHT TO STOP WORK OR TERMINATE CONTRACT

The COUNTY shall have the right to stop work or terminate the Contract if:

- (A) The CONTRACTOR is adjudged bankrupt or makes an assignment for the benefit of creditors; or
- (B) A receiver or liquidator is appointed for the CONTRACTOR or for any of his/her/it’s property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within said twenty (20) days; or
- (C) The CONTRACTOR refuses or fails to prosecute the work or any part thereof with due diligence; or
- (D) The CONTRACTOR fails to make prompt payment to persons supplying labor for the work; or
- (E) The CONTRACTOR fails or refuses to comply with all applicable laws or ordinances; or
- (F) The CONTRACTOR violates any provision of the Contract;
- (G) In any event, the COUNTY, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the CONTRACTOR, terminate this contract pursuant to the grounds stated herein. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the CONTRACTOR hereunder exceeds the expense of completing the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR shall be liable to the COUNTY for such excess.
- (H) COUNTY may terminate this contract upon thirty (30) days written notice to the CONTRACTOR if deemed in the best interest of the COUNTY.
- (I) COUNTY may terminate if the contract is not funded.

ARTICLE 8. INDEMNIFICATION / HOLD HARMLESS

The CONTRACTOR shall indemnify, defend and hold the COUNTY, its Departments, and its officers, employees, contractors, representatives and agents harmless from and against any and all claims, fines, demands, losses, damages and expenses, including attorney’s fees, relating to or arising out of any negligent or intentional acts and/or omissions of the CONTRACTOR or any of its directors, officers, employees, contractors, representatives, or agents.

ARTICLE 9. INDEPENDENT CONTRACTOR

The CONTRACTOR, including all its officers, employees and agents agrees that their relationship to the COUNTY and any of its Departments or units, is that of an independent contractor, and said CONTRACTOR covenants and agrees that they will not conduct themselves as, nor hold themselves out as, nor claim to be an officer or employee of the COUNTY by reason hereof and that they will not claim, demand or make an application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to, Worker’s Compensation coverage, Unemployment Insurance benefits, Social Security coverage, medical and/or dental benefits, or retirement membership or credit.

ARTICLE 10. ASSIGNMENT

Neither party may assign or sub-contract this contract or any portion thereof, without prior written consent of the other party hereto.

ARTICLE 11. REQUIRED PROVISIONS OF LAW

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended to make such insertion.

ARTICLE 12. VENUES AND DISPUTES

The exclusive means of disposing of any dispute arising under this Agreement shall be decided in a New York State Court of competent jurisdiction located within Cortland County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the CONTRACTOR shall proceed diligently with performing the terms of this Agreement. The CONTRACTOR waives any dispute or claim not made in writing and received by the COUNTY within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

ARTICLE 13. REMEDIES

The remedies specified herein shall be cumulative and in addition to any other remedies available of law or in equity. Waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other or future breach of the same provision or any other provision of the Agreement.

ARTICLE 14. NOTICES

All notices of any nature referred to in this agreement shall be in writing and sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties may designate in writing.

To the CONTRACTOR:

To the COUNTY: Chair of the Legislature **(and)** _____

(Department originating contract)

County of Cortland _____ (contact person)

60 Central Avenue _____ (address)

Cortland, New York 13045 _____

ARTICLE 15. SEVERABILITY

In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this agreement, which shall continue in full force and effect.

ARTICLE 16. WAIVER

No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 17. MODIFICATION

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

ARTICLE 18. EXECUTORY CLAUSE

The COUNTY shall have no liability under this Agreement to the CONTRACTOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 19. RECORDS RETENTION AND AUDIT

The CONTRACTOR agrees to retain all books, records and/or other documents relevant to this Agreement for six (6) years after the expiration or termination of this agreement or six (6) years after final payment, whichever is later, unless otherwise agreed to by the parties in writing. New York State auditors and/or any other persons duly authorized by the COUNTY shall have full access to and the right to examine any of the above-mentioned documents during the above-stated time period.

ARTICLE 20. APPLICABLE LAW

This Agreement is governed by the laws of the State of New York.

ARTICLE 21. PRIVACY AND SECURITY (HIPAA)

(APPLICABLE TO ALL CONTRACTS FOR GOODS AND SERVICES WHICH RELATE TO MEDICAL RECORD-KEEPING)

The purpose of this clause is to set forth the requirements for privacy and security of protected health information (“PHI”) mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY. Terms and conditions required relative to this agreement are incorporated and attached to this agreement as “Exhibit _____”.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate (2 copies) each of which shall be deemed an original on the date written.

COUNTY OF CORTLAND

DATE: _____

BY: _____
Donnell Boyden, Chair
Cortland County Legislature

Acknowledgement
STATE OF NEW YORK)
COUNTY OF CORTLAND) ss.:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared **Donnell Boyden**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

CONTRACTOR

(name of company)

DATE: _____

BY: _____
(NAME OF SIGNATORY)

(CORP. OFFICER/POSITION)

Acknowledgement
STATE OF NEW YORK)
COUNTY OF _____) ss.:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT _____

PRIVACY AND SECURITY (HIPAA)

The purpose of this clause is to set forth the requirements for privacy and security of protected health information (“PHI”) mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY.

- (A) CONTRACTOR understands the importance of the privacy of a patient’s PHI, and agrees to protect that right to the extent necessary under this Agreement and under current federal, state, and local regulations and laws. All PHI will be handled in a private and/or confidential manner. For purposes of this Agreement, PHI is any data or other information as defined by the Department of Health and Human Services in the Code of Federal Regulations, 45 CFR §164.501.
- (B) Further, CONTRACTOR understands that County’s patients are intended third-party beneficiaries of this Agreement, and have all the rights and privileges of any third-party beneficiary under current law.
- (C) Uses and disclosures of PHI that are permitted are those necessary in order for CONTRACTOR to:
 - 1. Properly manage and administer its functions.
 - 2. Meet its legal responsibilities.
 - 3. Provide data aggregation services relating to the health care operations of the COUNTY.
 - 4. Make those disclosures required by law such as in situations of abuse, neglect, or domestic violence. The uses and disclosures permitted are limited to the PHI necessary to meet the requirements of the law that compels the use or disclosure.
 - 5. Make disclosures in response to a judicial or administrative proceeding through a lawful process such as a subpoena or discovery request.
- (D) The uses and disclosures of PHI that are required are those disclosures necessary:
 - 1. For patients to review their PHI.
 - 2. To provide an accounting of disclosures in accordance with 45 CFR §164.528.
 - 3. To allow the Secretary of Health and Human Services to determine County’s compliance with 45 CFR §164.504.
- (E) CONTRACTOR shall make the following assurances to COUNTY:
 - 1. CONTRACTOR agrees that it shall not use or disclose any patient’s PHI for any purpose not expressly stated in this Agreement. Further, CONTRACTOR shall not use or disclose PHI in any manner or context prohibited by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and subsequent federal, state, and local regulations. If CONTRACTOR does use or disclose PHI for a purpose not expressly stated in this Agreement, it shall immediately cease the unauthorized use or disclosure, and shall notify COUNTY in writing of such use or disclosure. CONTRACTOR agrees to mitigate, to the

extent practicable, any harmful effect known to it of a use or disclosure of PHI not allowed under this Agreement.

2. CONTRACTOR further agrees that any sub-contractors or other persons or entities not directly employed by CONTRACTOR who use or disclose PHI obtained from COUNTY, shall abide by terms of this clause of this Agreement. Any sub-contractor or other person or entity not directly employed by CONTRACTOR that has used or disclosed PHI without proper authorization (as defined in HIPAA and subsequent federal, state, and local regulations) shall be considered to have acted as an agent of CONTRACTOR, and have violated the terms of this Agreement. COUNTY may consider this use or disclosure a material breach of this Agreement.
3. By signing this Agreement, CONTRACTOR is assuring COUNTY it has met the minimum safeguards necessary to protect unauthorized use or disclosure of PHI to any person or entity not party to this Agreement. Such safeguards shall include the security safeguards outlined by the 1996 Health Insurance Portability and Accountability Act and subsequent federal regulation, including: physical access to PHI, technical access to PHI, and administrative policies and procedures addressing security of PHI.
4. Provider shall report to COUNTY any instance or circumstance in which PHI has been used or disclosed by an unauthorized person or entity, including accidental disclosure by CONTRACTOR. CONTRACTOR shall notify COUNTY in writing of any steps or procedural changes made to address the unauthorized use or disclosure.
5. Should COUNTY find PHI used or disclosed to CONTRACTOR to be inaccurate or incomplete, CONTRACTOR shall incorporate any amendments or corrections to the PHI at COUNTY's request.
6. CONTRACTOR will make PHI available to the individual who is the subject of the PHI for amendment. Such requests by the individual for their PHI from CONTRACTOR will be made through County. CONTRACTOR will incorporate any amendments to PHI that have been made by COUNTY by virtue of the individual's request for amendment.
7. CONTRACTOR will provide a timely accounting to the individual or to COUNTY, if requested by either, of the disclosures of an individual's PHI.
8. Should CONTRACTOR make any material alterations to the PHI while the PHI is in its possession, CONTRACTOR shall notify COUNTY of such alterations so that COUNTY may inform the patient who is the subject of the PHI.
9. At the termination of this Agreement, CONTRACTOR shall return or destroy to the satisfaction of COUNTY any PHI held or maintained by CONTRACTOR and retain no copies of such information. If COUNTY and CONTRACTOR mutually agree that returning or destroying the PHI is not feasible or permitted under law, the PHI will remain protected after this agreement ends for as long as

CONTRACTOR maintains the information. Further uses or disclosures of the PHI will be limited to those purposes that make the return or destruction infeasible.

- (F) If COUNTY determines CONTRACTOR has violated any of the above assurances, covenants or terms, the CONTRACTOR has committed a material breach of this Agreement. COUNTY may then provide CONTRACTOR with an opportunity to cure the breach or may terminate this Agreement and may report the violations to the Department of Health and Human Services (“HHS”) or other federal or state entity for possible prosecution or sanctions.
- (G) Both parties to this agreement agree that they will protect the integrity and confidentiality of any PHI being shared electronically.
- (H) CONTRACTOR hereby gives COUNTY and the Department of Health and Human Services (or an agent acting on behalf of HHS) the express right to inspect any and all internal practices, books, and records relating to the use or disclosure of PHI by CONTRACTOR. If HHS suspects an unauthorized use or disclosure of PHI by CONTRACTOR, HHS is authorized to pursue an investigation into CONTRACTOR’s activities for the purposes of determining whether an unauthorized use or disclosure of PHI has taken place.
- (I) CONTRACTOR may have policies and procedures relating to privacy and security in place prior to the commencement of this Agreement. If, after reasonable investigation, COUNTY concludes CONTRACTOR’s policies and procedures to be “adequate” protection of a patient’s privacy rights relating to PHI, CONTRACTOR may elect to continue to use its own policies and procedures. The term “adequate” in this clause means CONTRACTOR’s policies and procedures meet the minimum privacy and security standards as set forth in COUNTY’s privacy and security policies and procedures.
- (J) COUNTY, through the appropriate Department will:
 - 1. provide CONTRACTOR with its Privacy Notice;
 - 2. provide CONTRACTOR with any changes in, or revocation of, permission by a patient to use or disclose PHI, if such changes affect CONTRACTOR’s permitted or required uses or disclosures; and
 - 3. notify CONTRACTOR of any restriction to the use or disclosure of PHI to which the COUNTY has agreed.
- (K.) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information (ePHI) that it creates, receives, maintains, or transmits on behalf of Cortland County.
- (L.) Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriate safeguards to protect this information.

(M.) Report to Security Officer of Cortland County any security incidents of which it becomes aware.

(A security incident is defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.)

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). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, 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

Albany, New York 12245

Telephone: 518-292-5100

Fax: 518-292-5884

email: opa@esd.ny.gov

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

633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

DRUG FREE WORKPLACE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the Bids will be followed if none of the tied vendors have a drug free workplace process. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify that employees, that, as a condition of working of the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law in the United States or any state or Cortland County, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements.

Print Name: _____

Date: _____

Signature: _____

Title: _____

Attachment D

**ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH STANDARD CLAUSES FOR NEW YORK
STATE CONTRACTS**

I hereby acknowledge that I have read, understand and agree to comply with the terms as outlined in Appendix A – Standard Clauses for New York State Contracts. Failure to comply may result in immediate termination of this agreement with potential legal recourse by the County.

Signed: _____ Date: _____
Title: _____

Attachment E

NON COLLUSIVE BILLING CERTIFICATE REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

Section 139D, Statement of Non-Collusion in bids to the State:

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as its own organization, under penalty of perjury, that to the best of his/her knowledge, and belief:

- 1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any other competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting completion.

A Bid shall not be considered for award nor shall any award be made where 1, 2, 3 above have not been complied with; provided however, that if in any case, the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore:

(Affix addendum to this page if space is required for statement.)

Subscribed to me under penalty of perjury under the laws of the State of New York, this _____ day of _____, 10____ as the act and deed of said corporation of partnership or sole proprietor.

If Bidders are a Partnership, complete the Following:

Names of Partners or Principals	Legal Residence
_____	_____
_____	_____
_____	_____
_____	_____

If Bidders are a corporation, complete the following:

Name Legal Residence

President _____

Secretary _____

Treasurer _____

President _____

Secretary _____

Treasurer _____

Identifying Data:

Potential Contractor: _____

Address: _____

Telephone #: _____ Title: _____

E-Mail Address: _____

If applicable, Responsible Corporate Officer

Name: _____ Title: _____

Signature: _____

Joint or combined bids by companies or firms must be certified by each participant.

Legal name of person or firm _____
Legal name of person or firm

Name _____
Name

Title _____
Title

Address _____
Address

CONFLICT OF INTEREST DISCLOSURE

Conflict of Interest Disclosure Form

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the nominator(s)' other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict of Interest Form should indicate whether the nominator(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the addition of the nominated condition to the newborn screening panel. The nominator(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with a conflict of interest should refrain from nominating a condition for screening.

Date: _____

Name: _____

Position: _____

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

_____ I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

1. _____

2. _____

3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Company: _____

Date: _____

Attachment G

BUDGET		
<u>Personnel/Position Title:</u>	<u>Annual Costs</u>	<u>Basis/Justification</u> (e.g. hourly, weekly, monthly costs)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
A. Total Personnel		
<u>Fringe Benefits:</u>		
1. FICA		
2. NYS Unemployment		
3. Disability		
4. Workers Comp		
5. Health Insurance		
6. Dental Insurance		
B. Total Fringe:		
<u>General Operating Expenses:</u>		
1. Rent		
2. Utilities		
3. Travel/Mileage		
4. Telephone		
5. Insurance		
6. Office Supplies		
7. Program Supplies		
8. Postage		
9. Training Costs		
10. Copy/Print Costs		
11. Other		
C. Total General Operating Expenses		
TOTAL All Expenses (A, B, &C)		

