

Subaward Agreement

Institution/Organization ("INSTITUTION") Name: Research Foundation for Mental Hygiene, Inc. Address: Riverview Center 150 Broadway, Suite 301 Menands, New York, 12204	Institution/Organization ("COLLABORATOR") Name: County of Orange Employment & Training Administration Address: 18 Seward Ave, Suite 103 Middletown, NY 10940 EIN No.: 14-6002567 DUNS No.: 012981593			
Subaward Period of Performance January 1, 2017 – December 31, 2017	<p style="text-align: center;">For RFMH Use Only:</p> [x] New P.O. # _131197_ [] Change P.O. # _____ Total to be encumbered: _\$81,206_____			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Project 1010516</td> <td style="width: 33%;">Task 1</td> <td style="width: 33%;">Award 25576</td> </tr> </table>	Project 1010516	Task 1	Award 25576	<p style="text-align: center;">Category Breakdown:</p> [] Subaward first \$25,000 _____ [X] Subaward above \$25,000 _\$81,206_____
Project 1010516	Task 1	Award 25576		
Org 550 OMH Principal Investigator: John Allen				
Project Title: NYESS Disability Resource Coordinator Award				
<p>Terms and Conditions</p> <p>1) Institution hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are as shown in Attachment 4. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of Institution. When hiring employees or engaging consultants, Collaborator shall not incur a commitment to pay, nor shall it pay, individuals who are Research Foundation or New York State Department of Mental Hygiene (DMH) employees without prior approval from Institution.</p> <p>2) Institution shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Institution's standard invoice or a facsimile thereof. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.</p> <p>3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to Institution's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.</p> <p>4) Any budgetary changes require prior approval by Institution.</p> <p>5) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of error, an audit finding, or other matter against the Collaborator.</p> <p>6) Matters concerning the performance of this subaward should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Reports are required as shown in Attachment 1.</p> <p>7) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.</p> <p>8) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors or agents, to the extent allowed by law. Collaborator warrants that it presently maintains general liability and professional liability coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate and agrees to maintain such coverage in effect throughout the term of this agreement. Each party agrees to provide each other with current certificates of insurance upon request.</p> <p>9) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. Institution may terminate this agreement immediately upon termination of Institution agreement with the NYESS. Upon receipt of notice of termination, the Collaborator agrees to cancel, prior to the effective date of termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval.</p> <p>10) The Subaward is subject to the terms and conditions as identified in Attachments 1 and 2.</p> <p>11) By signing below Collaborator makes the certifications and assurances shown in Attachments 1 and 2.</p> <p>12) This Subaward shall be governed by the laws of the State of New York without regard to its choice of law provisions.</p>				
By an Authorized Official of INSTITUTION: _____ Robert Burke, Managing Director	By an Authorized Official of COLLABORATOR: _____ _____ Date			

Attachment 1 Subaward Agreement

1. Key Personnel

The persons listed below are considered to be essential to the work performed hereunder. In the event any of the Key Persons leaves collaborating institution, Collaborator shall notify Institution in writing. Any individual appointed to replace any of the Key Persons must have the prior written approval of Institution. If any such individual is not acceptable to Institution, Institution shall issue a modification terminating this Agreement. Collaborator shall be reimbursed for its costs incurred through such termination date.

Key Person(s):
Veronica Jones

By signing the Subaward Agreement, the authorized official of COLLABORATOR certifies, to the best of its knowledge and belief, that:

2. Use of Funds

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.

Collaborator will not use funds under this Agreement to: 1). engage in activities that are other than for charitable, scientific, literary or educational purposes; 2). Attempt to influence legislation, by propaganda or otherwise; or 3). Directly or indirectly participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.

3. Debarment, Suspension, and Other Responsibility Matters

Collaborator certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Collaborator agrees to comply with all applicable State and Federal regulations including, but not limited to, non-discrimination, rights of the handicapped and equal opportunity, during the performance of activities within this Agreement, including Title VI of the Civil Rights Act of 1964, and with Executive Order 11246, as amended by E.O. 11375 and 41 CFR, Part 60.

4. Audit and Records

The Collaborator 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 Institution, the NYS Comptroller, and the NYS Attorney General, as well as the Agency involved in this contract, shall have access to the Records during normal business hours at an office of the Collaborator 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 Collaborator shall timely inform the Institution, 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.

5. Worker's Compensation

This Agreement shall be void and of no effect unless, throughout its life, Collaborator secures worker's compensation insurance for the benefit of such employees as are by law required to be insured by the provisions of the Workman's Compensation Act.

6. Publication

Decisions about authorship on all publications resulting from this grant at Collaborator will be made by Institution's Principal Investigator and the investigator at Collaborator, prior to any such publications. As a subawardee, Collaborator is required to place an acknowledgment of grant support and a disclaimer, as appropriate, on any publications from grant-supported activity, in accordance with sponsor guidelines.

7. Use of Names

Neither Collaborator nor Institution shall use the name of the other, either expressly or by implication, in any news, publicity release, or other fashion without express written approval of the other.

8. Confidentiality

In the event that Collaborator, in the course of performance hereunder, obtains access to information, data or records deemed confidential by Institution, Collaborator shall hold all such Confidential Information in confidence and not disclose or make it available to third parties without Institution's written permission. The Collaborator agrees for a period of five (5) years to hold in confidence all such information and not disclose or make it available to third parties without Institution's written permission. This obligation will apply only to information Institution has designated in writing as Confidential and will not apply to information which:

- I. was known to Collaborator prior to receipt from Institution, as evidenced through written documentation;
- II. was or becomes a matter of public information or publicly available through no fault on the part of Collaborator;
- III. is acquired from a third party entitled to disclose the information to Collaborator;
- IV. is developed independently by Collaborator;
- V. is required to be disclosed pursuant to law, regulation or court order. However, in the event of a demand for disclosure under law or court order, Collaborator shall not make such disclosure without prior written notice to Institution and an adequate opportunity for RFMH to oppose such disclosure.

9. Property

Any equipment, furniture or other property purchased pursuant to this Agreement is deemed to be the property of New York State. Collaborator may request a transfer of title upon completion of this Agreement.

10. 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.

11. Reporting Requirements

Collaborator shall prepare programs reports and administrative material as required by the Principal Investigator.

Attachment 2 Subaward Agreement

Agency-Specific Clauses

1. The Collaborator warrants to Institution that it has secured sufficient right, title and interest to ensure that Institution and NYS OMH may use any design, device, material, source-code or process comprising all or part of the deliverables.
2. In the event that Collaborator is provided access to any electronic data or computer application maintained by OMH, Institution may request, and Collaborator shall execute, such additional forms or agreements as OMH generally requires as a condition of such access (e.g., Data Exchange Agreement, Computer Application Sharing Agreement, Confidentiality and Non-Disclosure Agreement).
3. In the event that Collaborator, in the course of performance hereunder, obtains access to information, data or records deemed confidential in accordance with the provisions of Mental Hygiene Law Section 33.13 and/or "protected health information" as such term is defined in 45 CFR Parts 160, 164, then Collaborator shall restrict its use of that information, data or records for the limited purposes of this agreement. Any such access shall be neither construed nor considered a disclosure of confidential records to Collaborator. Any further dissemination or any use beyond that specifically authorized, of any such information, data or records, by Collaborator, its agents, successors or associates shall constitute an unlawful disclosure of confidential information in violation of Mental Hygiene Law Section 33.13, and/or 45 CFR Parts 160, 164, as applicable, and Collaborator acknowledges that it has an affirmative obligation to safeguard any such information, data or records from unnecessary distribution amongst its agents and to any third parties.
4. The Institution and NYS OMH have an irrevocable, royalty-free, non-exclusive and world-wide license to publish, reproduce, display, disclose or otherwise use any of the deliverables; provided, however, that if and to the extent that the contract deliverables require Collaborator to create, write, develop or produce an original work which is or could be subject to protection under the laws governing intellectual property, including but not limited to the laws of copyright and patents (the "Work"), such Work shall be deemed to be a work made for hire and in the course of the services being rendered under this Agreement and shall belong exclusively to Institution and NYS OMH, with NYS OMH having the sole right to obtain, hold and renew in its own name, all copyrights or other appropriate protection. To the extent that any such Work may not be deemed to be a work made for hire, Collaborator hereby irrevocably assigns to NYS OMH all right, title and interest therein. Collaborator shall ensure that all copies of the Work are marked with appropriate copyright notices and shall give NYS OMH all reasonable assistance and execute all documents necessary to assist and/or enable NYS OMH to perfect, preserve, register and/or record its rights in any Work. Upon termination, cancellation or expiration of this Agreement, Collaborator shall turn over all Works to Institution and/or NYS OMH and upon request, any documents or items furnished to Collaborator during the performance of this Agreement.

**Attachment 3
Subaward Agreement**

Institution Contacts	Collaborator Contacts
<p>Administrative Contact</p> <p>Name: Colleen Corcoran</p> <p>Address: Research Foundation for Mental Hygiene, Inc. Riverview Center 150 Broadway, Suite 301 Menands, New York 12204</p> <p>Telephone: 518-474-5661 Fax: 518-474-6995 Email: contracts@rfmh.org</p>	<p>Administrative Contact</p> <p>Name: Stephen Knob</p> <p>Address: Orange County Employment & Training Administration 18 Seward Ave, Suite 103 Middletown, NY 10940</p> <p>Telephone: 845-615-3630 Fax: 845-346-1173 Email: sknob@orangecountygov.com</p>
<p>Principal Investigator</p> <p>Name: Andrew Karhan Address: NYS OMH 44 Holland Ave Albany, NY 12229</p> <p>Telephone: 518-474-9892 Fax: Email: andrew.karhan@omh.ny.gov</p>	<p>Project Director</p> <p>Name: Veronica Jones Address: Orange County Employment & Training Administration 33 Fulton St Middletown, NY 10940</p> <p>Telephone: 845-346-1321 Fax: 845-346-1107 Email: vjones@orangecountygov.com</p>
<p>Financial Contact</p> <p>Name: Michael Kavanaugh</p> <p>Address: Research Foundation for Mental Hygiene, Inc. 150 Broadway, Suite 301 Menands, NY 12204</p> <p>Telephone: 518-474-5661 Fax: 518-474-6995 Email: mkavanaugh@rfmh.org</p>	<p>Financial Contact</p> <p>Name: Stephen Knob</p> <p>Address: same</p> <p>Telephone: Fax: Email:</p>
<p>Authorized Official</p> <p>Name: Robert E. Burke, Managing Director</p> <p>Address: Research Foundation for Mental Hygiene, Inc. Riverview Center 150 Broadway, Suite 301 Menands, New York 12204</p> <p>Telephone: 518-474-5661 Fax: 518-474-6995 Email: contracts@rfmh.org</p>	<p>Authorized Official</p> <p>Name: Stefan ("Steven") M. Neuhaus, County Executive</p> <p>Address: Orange County Government 265 Main St Goshen, NY 10924</p> <p>Telephone: 845-291-2700 Fax: 845-291-2724 Email: ceoffice@orangecountygov.com</p>

Attachment 4 Subaward Agreement

Scope of Work And Budget

The following required core components are critical for the DRC position.

1. Marketing the Fundamentals of the Ticket to Work Program

A DRC will be responsible for marketing the Ticket to Work Program to targeted groups as well as the local community at large. Marketing strategies include offering Work Incentive Seminar Events (WISE), creating posters for the Career Centers, advertising in local newspapers, developing internal support from Career Center staff, speaking at Career Center Orientation sessions, and offering presentations on Ticket to Work to local community agencies. Targeted marketing and outreach, using data from the NYESS system should be conducted, and should be coordinated with other agencies serving an individual.

2. Provide Benefits Advisement and Work Incentive Advocacy

A DRC will be expected to be credentialed in benefits and work incentive advisement. This credential will empower a DRC to align benefits and work incentives planning and assistance services across systems, support asset development and accumulation for individuals with disabilities, and promote linking beneficiaries of SSI and SSDI to other critical employment supports, including Medicaid Buy-In. A DRC will be expected to utilize any emerging platforms to educate beneficiaries on benefits, and to promote these platforms in the community.

In addition, a DRC will provide *Benefits Analysis & Self-Sufficiency Reports* to SSA beneficiaries. These reports which were developed under the DEI, will provide a breakdown of their specific benefits and projected work activities, as well as investigate any and all resources pertinent to each case such as other Work Incentives (i.e., Housing and Urban Development Earned Income Disallowance, Medicaid Buy-In for Working People with Disabilities, etc.).

3. Serve SSDI/SSI Customers with a Focus on Ticket to Work Performance Standards

The DRC position will primarily be involved with serving individuals receiving SSDI/SSI in the Career Center; however, will act as the point person for any customer self-identifying with a disability. Increasing the technical capacity of other Career Center staff to better serve customers with a disability will be an additional function of the DRC position.

4. Provide Long-Term Follow-Up (Life Coaching) Support to SSDI/SSI Customers

Long-term supports have proven beneficial in helping customers maintain employment. Additionally, this is a requirement that SSA places on all Employment Networks, including the statewide Administrative Employment Network. Specifically, the DRC will maintain contact with assigned Ticket Holders, if/when other service providers are not available at a minimum of once per quarter, to assess and provide any long-term employment supports needed. If other providers are serving the individual, all follow-up services should be coordinated to reduce duplication of services, and/or saturation. All follow-up activities/services will be documented within NYESS.

5. Build Local Provider Partnerships Designed to Provide Enhanced Services to Customers

Linkages with other community providers will be imperative to assist customers who are in need of services beyond those offered at the Career Centers. Transportation, housing, health insurance, and food stamp issues are some of the many issues that will require strong linkages to the community to better assist customers. Coordination of referrals to other NYESS agencies will be essential to the success of this initiative.

6. Develop and/or Facilitate the Development of Integrated Resource Teams (IRT)

The IRT identifies job seekers with multiple challenges to employment and multiple resource needs. IRTs include representatives from different agencies and service systems (both generic and disability-specific) to coordinate services and leverage funding to meet the employment needs of an individual job seeker. A DRC may act as a facilitator to help coordinate services, shared employment and/or training plans, communication and follow-through. The desired outcome of the IRT is to enhance cross-agency collaboration to leverage resources seamlessly and to help the Career Center system and partner agencies see the benefit of resource collaboration.

7. Create Asset Development Strategies to Help Customers Achieve Self-Sufficiency

Asset development strategies include various approaches to enhance long-term economic self-sufficiency, including, but not limited to, utilization of Individual Development Accounts (IDAs), financial literacy training for adults, SSA's Plan to Achieve Self-Support (PASS), the Earned Income Tax Credit (EITC), family self-sufficiency programs, home ownership assistance and entrepreneurship.

Budget \$81,206 for the period 1/1/17-12/31/17

Allowable Costs

Salary for Veronica Jones

Fringe Benefits for Veronica Jones

Local travel for Veronica Jones

Invoices should be sent to:

Tom Sperduto

NYS OMH

44 Holland Ave

Albany, NY 12229

Tom.Sperduto@omh.ny.gov