



Contract Agency Agreement Face Sheet

ORANGE COUNTY, New York
Department of Mental Health
30 Harriman Drive
Goshen, NY 10924

AGENCY (Name & Address):

Charities Registration Number:

Initial Agreement Period:

From:

AGENCY has / has not filed with the Attorney General's Charities Bureau all required periodic or annual reports.

To:

Agreement Amount for Initial Period:

Federal Tax Identification Number:

Does the AGENCY have a minority, women, disadvantaged, or small business status? YES NO

Multi – Year Term (if applicable)

If Yes, please list the designation(s) and certifying entity(ties):

From:

To:

Checklist of Required Documents:

Certificates of authority/incorporation/partnership/dba, etc.

Exhibit I Budget

Exhibit II Scorecard Measures

Exhibit III Corporate Compliance, Licensing & Inspections

Exhibit IV Calendar Year Deliverables

Agency Organizational Chart

Current List of Board of Directors

Supplier Form (if applicable)

Insurance Certificates:

Liability / Professional Liability

Auto (if applicable)

Workmen's Compensation

Disability

Exhibit V Non-Collusion Certification

Exhibit VI Disclosure of Prior Non-Responsibility Determinations

Exhibit VII Iran Divestment Act Certification

Complete Agreement with Signatures in Blue Ink

CONTRACT AGENCY AGREEMENT

This **AGREEMENT** made as of the 1st day of December, 2017, by and between the **COUNTY OF ORANGE**, one of the Counties of the State of New York, a municipal corporation having its principal office for the transaction of business at 255-275 Main Street, Goshen, New York 10924, by and through the **ORANGE COUNTY DEPARTMENT OF MENTAL HEALTH**, hereinafter referred to as "**COUNTY**" and _____, having an office for the transaction of business at _____, _____, NY, _____, hereinafter referred to as "**AGENCY**";

WHEREAS, the **COUNTY** has the following responsibilities under the New York State Mental Hygiene Law § 41.13(a). "Powers and duties of local governmental units"

(a) Every local governmental unit shall:

- 1) review services and local facilities for the mentally disabled of the area which it serves and their relationship to local need; determine needs of the mentally disabled of such area; and encourage programs of prevention, diagnosis, local need; determine needs of the mentally disabled of such area; and encourage programs of prevention, diagnosis, care, treatment, social and vocational rehabilitation, special education and training, consultation, and public education on mental disabilities.
- 2) develop the program of local services for the area which it serves, establish long range goals of the local government in its programs for the mentally disabled, and develop intermediate range plans and forecasts, listing priorities and estimated costs. The office of mental health shall be responsible for such program development relating to community support services in areas where the responsible local governmental unit elects, pursuant to subdivision (c) of section 41.47 of this article, not to receive state aid for community support services. Local governmental units which elect not to receive such state aid for community support services shall integrate information relating to community support services into the comprehensive plan for services, as otherwise required by this article.
- 3) direct and administer the development of a local comprehensive plan for all services for mentally disabled residents of the area, which shall be submitted to the New York State Department of Mental Health and used in part to formulate a statewide comprehensive plan for services
- 4) seek to assure that under the goals and plans required pursuant to this subdivision, all population groups are adequately covered, sufficient services are available for all the mentally disabled within its purview, that there is coordination and cooperation among local providers of services, that the local program is integrated and coordinated with the provision of community support services, that the local program is also integrated and coordinated with the programs of the [New York State] Department [of Mental Health], and that there is continuity of care among all providers of services.
- 5) submit annually to the department for its approval and subsequent state aid, a report of long range goals and specific intermediate range plans as modified since the preceding report, along with a local services plan or unified services plan for the next local fiscal year.
- 6) have the power, with the approval of local government, to enter into contracts for the provision of services, including the provision of community support services, and the construction of facilities.
- 7) establish procedures for execution of the local services plan or the unified services plan as approved by the local government and the New York State Commissioner of Mental Health, including regulations to guide the provision of services by all organizations and individuals within its program.
- 8) make policy for and exercise general supervisory authority over or administer local services and facilities provided or supervised by it whether directly or through agreements, including responsibility for the proper performance of the services provided by other facilities of local government and by voluntary and private facilities which have been incorporated into its comprehensive program.
- 9) further programs for special education and training, including career incentive and manpower and development.
- 10) have the power to conduct or contract for such research as may be useful for the discharge of its administrative duties and for the promotion of scientific knowledge of the mental disabilities.
- 11) serve as a center for the promotion of community and public understanding of mental disabilities and of the services necessary for their care and treatment.
- 12) seek the cooperation and cooperate with other aging, public health and social services agencies, public and private, in advancing the program of local services.
- 13) have the powers necessary and proper for the effective performance of its functions and duties.
- 14) require the development of a written treatment plan as provided in rules and regulations of the [New York State] Commissioner [of Mental Health] which shall include, but not be limited to, a statement of treatment goals;

appropriate programs, treatment or therapies to be undertaken to meet such goals; and a specific timetable for assessment of client progress as well as for periodic mental and physical reexaminations. In causing such a plan to be prepared or when such a plan is to be revised, the client or an authorized representative, to include the parent or parents if the client is a minor, shall be interviewed and provided an opportunity to actively participate in such preparation or revision.

15. [Expires and deemed repealed June 30, 2022, pursuant to L. 1999, c. 408, § 18.] administer, supervise or operate any assisted outpatient treatment program of a local governmental unit pursuant to section 9.60 of this chapter and provide that all necessary services are planned for and made available for individuals committed under the program.
 16. [Expires and deemed repealed June 30, 2022, pursuant to L.1999, c. 408, § 18.] identify and plan for the provision of care coordination, emergency services, and other needed services for persons who are identified as high-need patients, as such term is defined by the commissioner of mental health.
- (b) The powers of the local governmental unit listed in subdivision (a) of this section shall be exercised pursuant to regulations of the commissioner.
 - (c) The director shall submit an annual report on programs and services to the board and other reports as requested.
 - (d) The local governmental unit shall have full powers necessary for administration and the execution of its duties to appoint and employ, with power of removal, full and part time officers, employees, and consultants, including employees of the department, in accordance with the standards, policies, and salary schedules provided by law or otherwise authorized.
 - (e) In the event that a local governmental unit shall refuse to enter into a contract with a voluntary agency applying for a contract for the rendition of services under this article, such agency shall have the right of appeal to the commissioner. If, after review, the commissioner upholds the appeal, the department may enter into a contract directly with the appealing agency for such services as this article permits.
 - (f) Repealed.

WHEREAS, the parties hereto desire to make available to the **COUNTY** the community mental health services authorized by the Community Mental Health Services Act and by the Mental Hygiene Law of the State of New York; and

WHEREAS, the **AGENCY** is a voluntary not-for-profit organization established for the purpose, among others, of furnishing mental health and/or developmental disabilities and/or chemical dependency services and authorized to furnish such services to the **COUNTY**; and

WHEREAS, the **AGENCY** has certain facilities which, in the establishment of a comprehensive community mental health and/or developmental disabilities and/or chemical dependency services plan for the **COUNTY** would be desirable and beneficial; and

WHEREAS, the funds to be disbursed hereunder by the **COUNTY** have been appropriated and appear in the **COUNTY'S** budget; and

WHEREAS, the **COUNTY** desires to contract with the **AGENCY** for the furnishing of these community services, and the **AGENCY** has agreed to render and furnish the community services to the **COUNTY** to the extent indicated herein and as hereafter provided;

WHEREAS, the **COUNTY**, through the **ORANGE COUNTY DEPARTMENT of MENTAL HEALTH (OCDMH)** follows a Comprehensive, Continuous, Integrated System of Care (CCISC) model known as WELCOME Orange. "The Comprehensive Continuous Integrated System of Care (CCISC) process (Minkoff & Cline, 2004, 2005) is a vision-driven system "transformation" process for redesigning behavioral health and other related service delivery systems to be organized at every level (policy, program, procedure, and practice)—within whatever resources are available—to be more about the needs of the individuals and families needing services, and values that reflect welcoming, empowered, helpful partnerships throughout the system. The ultimate goal of CCISC is to help develop a system of care that is welcoming, recovery-oriented, integrated, trauma-informed, and culturally competent in order to most effectively meet the needs of individuals and families with multiple co-occurring conditions of all types (mental health, substance abuse, medical, cognitive, housing, legal, parenting, etc.) and help them to make progress to achieve the happiest, most hopeful, and productive lives they possibly can." More information about the model can be found at <http://www.ziapartners.com/resources/comprehensive-continuous-integrated-system-of-care-ccisc/>.

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

- 1) The **AGENCY** at its own expense and charge and for the consideration herein provided, agrees to furnish adequate, qualified and trained personnel to furnish and render to the **COUNTY** those services proposed by the **AGENCY** and enumerated in the approved budget and all exhibits and addenda attached thereto, as submitted to OCDMH for the period covered by this Agreement and found in the attached and incorporated Exhibit I. In addition, funding letters issued to the **AGENCY** will become a part of this Agreement upon execution of a written amendment by both parties
- 2) The parties recognize that non-parties which may contribute funds necessary to implement and fulfill the purposes of this Agreement, such as New York State and the Federal Government, may operate under a fiscal year defined differently than that of the parties hereto. The parties agree that, in such event, they will cooperate so as to minimize the adverse impact upon the administration and/or financing of the programs and purposes set forth herein which may result from such discrepancy period.
- 3) This Agreement shall become effective as of the 1st day of January, 2018, and shall terminate on the 31st day of December, 2018. The **COUNTY** reserves the right to extend the Agreement, with the consent of **AGENCY** for up to four (4) additional one (1) year periods, at the sole option of the **COUNTY** and under all terms and conditions of the original contract with the exception of any changes in rates or compensation from state or federal funding sources, which shall be detailed in an amendment executed by both parties.
- 4) Upon expiration of the original term, this Agreement may be extended unilaterally by the **COUNTY** for an additional period of up to two (2) months upon notice to the **AGENCY** with the same terms and conditions as the original agreement including, but not limited to, quantities (prorated for such extension), prices, and delivery requirements. With the concurrence of the **AGENCY**, the extension may be for a period of up to three (3) months in lieu of the up to two (2) month period.
- 5) The **AGENCY** expressly represents and agrees that its budget, as submitted to the OCDMH, lists all costs of services to be rendered by the **AGENCY** under this Agreement. The **COUNTY**'s contributions to net deficit funding shall not exceed \$0 or (%) of the **AGENCY** budget in Exhibit I.
- 6) The **AGENCY** in order to secure financial assistance for its programs and to cooperate in the delivery of mental health and/or developmental disabilities and/or chemical dependency services through the **COUNTY** agrees to contribute \$0 to ensure continuity of services. This matching contribution shall be documented in the **AGENCY**'s audited fiscal report. This contribution amount will be utilized to increase the total amount of local funding as necessary to secure all anticipated state aid for funding the delivery of services described in this contract. The **AGENCY** certifies to the **COUNTY** that the match contribution will not be obtained from fees or their equivalent received from services rendered.
 - a) The parties recognize that significant contributions to the financial considerations underlying this Agreement may be made by New York State and/or the Federal government or other third parties, and the amount of such contributions may not be finally or exactly determined at the time this Agreement is made. In consideration thereof, the parties agree to work cooperatively in order to fulfill the purposes of this Agreement despite such uncertainties which may arise presently or in the future due to the actions or omissions of such third parties. Notwithstanding any other provision of this Agreement, the **COUNTY** may, where appropriate to further the purposes of the parties hereto and in its sole discretion, and insofar as may be permitted by law, advance funds to the **AGENCY** in anticipation of reimbursement to the **COUNTY** of such funds from the State and/or Federal governments, or other third parties.
 - b) If the appropriate New York State or Federal agencies, or other third parties, shall fail to approve the full amount of net operating deficit funding in reimbursement to the **COUNTY** for payments made by the **COUNTY** to the **AGENCY** for expenditures made pursuant to this Agreement for any reason whatsoever; the **COUNTY** will be reimbursed by the **AGENCY**, or may deduct and withhold from any payment due to the **AGENCY**, an amount equal to the reimbursement denied by the New York State or Federal agencies or third parties. The **COUNTY**'S obligation hereunder may be reduced by an amount proportionate to its percentage contribution in the original net-operating-deficit formula specified in Paragraph 5 of this Agreement. It is further understood and agreed that in the event that the actual income received by the **AGENCY**, including but not limited to fees generated, exceeds the amount stated in the approved budget as submitted to the OCDMH for the period of this Agreement, such fees may, with the consent of the parties hereto, by a written amendment to this Agreement, be used to expand the services provided by the **AGENCY**. The gross expenditures in the approved **AGENCY** budget will then be amended with the approval of both parties and the appropriate State office(s) [Office of Mental Health (OMH), Office For People With Developmental

Disabilities (OPWDD), and Office of Alcohol and Substance Abuse Services(OASAS)].

- c) Notwithstanding any other provision of this Agreement, in the event **AGENCY** expenditures are less than the total anticipated budget and it has unexpended funds advanced to it by the **COUNTY** at the termination of the Agreement, it shall return such funds to the **COUNTY**.
- 7) The **AGENCY** shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement (hereinafter, collectively, "the Records"). The Records must be kept for six (6) years after the later of the expiration of this Agreement or any extension term. The **AGENCY** agrees that it shall make and have available for audit and inspection by properly authorized persons from the **COUNTY**, or representatives of any appropriate and authorized state or federal agencies, its plants, facilities and financial and other statistical records, and keep its clinical records with due respect for confidentiality. The State Comptroller, the Attorney General, the County Comptroller, and any other person or entity authorized to conduct an examination, as well as the **AGENCY** or **AGENCIES** involved in this Agreement, shall have access to the Records during normal business hours at an office of the **AGENCY** within the **COUNTY**, New York or, if no such office is available, at a mutually agreeable and reasonable venue within the **COUNTY** or State, for the term specified above for the purposes of inspection, auditing and copying.
- 8) Each party hereto shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under federal or state laws or regulations, including but not limited to Section 87 of the Public Officers Law (the "Statute") provided that:
 - a) the party initially in possession of the records shall timely inform the other party, in writing, that specific records should not be disclosed; and
 - b) those records are sufficiently identified; and
 - c) designation of those records as exempt under the Statute is reasonable; and
 - d) disclosure has not been court ordered.

Nothing contained in this Paragraph shall diminish, or in any way adversely affect, either party's right to discovery in any pending or future litigation.

- 9) The **AGENCY** agrees to comply with all applicable statutes, rules and regulations, as may be amended, governing its operation, including but not limited to the New York State Code, Rules and Regulations and more specifically the applicable policies and memoranda of the new York State OMH, OPWDD, and OASAS which the **AGENCY** is legally required to comply with in the performance of this Agreement. The **AGENCY** shall be allowed sufficient time for compliance in the event that new laws, rules, regulations, and/or memoranda are issued by the State Offices referenced above. **AGENCY'S** failure to comply by any deadline under in the new laws, rules, regulations and/or memoranda shall be grounds for immediate termination of this Agreement.
 - a) **AGENCY** shall comply with all statutes, regulations, policies, procedures, guidances, manuals, Request for Proposal/Bid provisions and other requirements and limitations applicable by virtue of the funding source for this Agreement. The foregoing are referred to collectively as "Guidelines" and shall be deemed incorporated by reference and a binding part of this Agreement. **AGENCY** shall adhere to all provisions contained in the Guidelines. In the event that a conflict exists between the Guidelines and this Agreement, the provisions of this Agreement shall govern, unless compliance with the Guidelines requires otherwise.
 - b) In addition, **AGENCY** is required to comply with all **COUNTY, STATE, & FEDERAL** fiscal and program reporting requirements, including, but not limited to completion and submission of the following: Consolidated Fiscal Report (CFR), Consolidated Budget Report (CBR), and Consolidated Claim Report (CCR); Patient Characteristics Survey (PCS); New York State Department of Labor/Office of Mental Health Employment Support System (replaces NYISER system); Mental Health Provider Data Exchange (MHPD); Children and Adult Information Reporting System (CAIRS); Client Data System, Chemical Dependence; Site Review Corrective Action Plans; IPMES/Workscope; Prevention Services Reports; Results Focused Prevention Workplan (Annual Prevention Program Progress Report and Workplan). Calendar for reporting deliverables can be found in Exhibit IV.
 - c) The **AGENCY** shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Exhibit II.

- 10) The **AGENCY** is considered an independent contractor with the **COUNTY** and in accordance with that status, covenants and agrees that it will conduct itself consistent with that status; that its officers and agents and employees will neither hold themselves out as, nor claim to be, officers or employees of the **COUNTY**, or of any department or **AGENCY** or unit thereof; nor make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **COUNTY**, including but not limited to workers compensation coverage, unemployment insurance benefits, social security coverage or employee retirement membership or credit. Likewise, no **COUNTY** employee shall make any claim to be an employee of the **AGENCY** nor shall any **COUNTY** employee claim any rights or status which might accrue therefrom.
- 11) The **AGENCY** may charge and collect fees from persons receiving services who are financially able to pay. The **AGENCY** will insure that access and admission to services is based on service availability, however, and no person shall be denied the mental health, developmental disabilities or chemical dependency services provided for by this Agreement solely based on that individual's inability to pay for such services.
- 12) The parties hereto recognize that the **AGENCY's** obligations hereunder may result in the expenditure of a portion of the budget for the provision of services not specifically contemplated or foreseen by the parties hereto, and that such expenditures may impact upon or actually impair the **AGENCY's** ability to provide services as contemplated hereunder, if the budgetary resources initially provided for herein prove inadequate to support the projected and unforeseen demands for **AGENCY's** services. In such event, the parties agree that they will cooperate in revising this Agreement, including any previous amendments, by taking one or more of the following actions or other such actions they may both agree upon and deem appropriate:
- a) Either party shall notify the other in writing, addressed to the designated officer at the address indicated in the introductory paragraph of this Agreement, as soon as that party knows or should know that through the collection, synthesis and analysis of financial, accounting, statistical and other contemplated data, including notification by officials of the State of New York and/or Federal government(s) or other responsible third parties, that the budget in Exhibit I of this Agreement will likely prove to be inadequate to sustain the provision of services through the end of the term of this Agreement;
 - b) That upon the sending and receipt of such notice, the parties agree to cooperate and use their best efforts to amend this Agreement, and any other understandings or contracts between them concerning the provision of these services, so as to accurately reflect the changed conditions;
 - c) That cooperation may include contacts by either or both parties with the appropriate officials of New York State and/or the Federal government(s) or other interested third parties, and that all such contacts and the status and substance thereof shall be promptly communicated by the contacting party to the other; and
 - d) That each party shall share with the other any other relevant and necessary financial, statistical, and other pertinent data required to accommodate the budgeting, auditing, administration or other needs of the parties hereto to accomplish the performance of this Agreement; and
 - e) That the parties shall cooperate in revising the service delivery plan services so as to maximize services.
 - f) That any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the Orange County Executive, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.
 - g) The parties further agree that, as to periodic amendments to this Agreement, such amendments shall occur by a cooperative communication between the parties in such frequency as to keep both parties as currently advised as is reasonably possible as to their respective administrative and financial conditions and as to the status of the subject plans and programs. Amendments may occur whenever a significant event bearing upon plan and program status shall occur, including but not limited to the receipt of a state aid letter, significant contribution of any third party, and any other relevant event.
 - h) However, in the event the **AGENCY** receives a budgetary notice or letter of such type from any third party, any additional sum shall not necessarily be considered as a sum defined and described in the foregoing Paragraph 6.
- 13) The **AGENCY** agrees to notify the **COUNTY** of the creation of new key positions, the deletion of existing key positions, or a decision to maintain an extended vacancy in a current key position with regards to the programs listed in Exhibit 1 of this Agreement. This will include notification of the impact and projected implications that such changes in personnel are reasonably expected to have upon the budget, and upon the ability of the parties to perform this Agreement. In

those instances where the **AGENCY** is multi-funded and/or multi-accredited, the standards of such other financing or regulatory parties must be considered by the **AGENCY** relative to staffing and/or personnel changes. For Agreements involving OASAS, prior approval is required by OASAS to fill prevention provider **AGENCY**'s Chief Executive Officer or Executive Director, Chief Financial Officer/Comptroller and Clinical Director (if applicable) vacancies. Any service provider sub-contracted through **COUNTY** must meet the **COUNTY**'s guidelines for hiring for any positions that may require prior approval. Providers are responsible for insuring that all staff hired meet OASAS guidelines and meet qualifications as stated in their organization's written job descriptions. (State Aide Bulletin No. 1994-01: Changes in Administrative Procedures for Funded Local Services).

- 14) If either party materially breaches this Agreement, or breaks any representation or warranty, the other party shall have the right to give the defaulting party written notice to correct such default in thirty (30) days, (unless a shorter time is required for legal compliance) and/or to pursue any remedy permitted by law. The exercise of this notice provision shall not necessarily be instead of nor precluding said party from exercising any other rights whether established under this Agreement or by law or by any accepted rule or custom under law or in equity. Failing to cure, or implementing methodology to effectuate a cure within the time allotted, may result in a termination of this Agreement.
- 15) The **AGENCY** shall defend, indemnify and hold harmless the **COUNTY** from any and all claims, costs, damages or injuries to persons or property of whatever kind or nature resulting from acts of the officers, employees, contractors or agents of the **AGENCY** arising out of or relating to this Agreement or its performance, excepting and to the extent of any causation created by the negligence of the **COUNTY**, it's officers, employees, contractors or agents.
- 16) Pursuant to Section 109 of the General Municipal Law, this Agreement, or the power to execute this Agreement, may not be assigned by either party, or its right, title or interest herein assigned, transferred, conveyed, sublet or disposed of without the prior consent, in writing, of the other party hereto, which consent may not unreasonably be withheld.
- 17) The **AGENCY** will comply with the laws of the State of New York, including Article 15 of the Executive Law (otherwise known as the "Human Rights Law") and the Civil Rights Law, and Section 103 of the General Municipal Law when applicable, and all other relevant and applicable Federal and State Laws, Rules and Regulations. No person shall be denied the subject services due to such person's age, gender, race or national origin, color, creed, handicap, disability, or other special status protected by any law, regulation or accepted standard of practice.
- 18) CONFIDENTIALITY. The **AGENCY**, including its officers, employees, partners, agents or other representatives assigned to perform work under this Agreement, agrees to observe the confidentiality provisions of all applicable Federal and New York State laws and regulations relating to confidentiality of records and information gathered, obtained, reviewed, or developed in the performance of the work under this Agreement.

Note that services performed by **AGENCY** may involve review of confidential data that may contain HIV related confidential information as defined by Section 2780(7) of the New York State Public Health Law. Therefore, as required by New York State Public Health Law Section 2782(5), the **COUNTY** provides the following notice:

NOTICE

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 for further disclosure.

AGENCY agrees to include the above NOTICE as well as references to statutory citations in any agreement that the **AGENCY** executes with a subcontractor or other party. The **AGENCY** also agrees that any further disclosure of confidential data requires prior written approval of the **COUNTY**. In addition, any oral disclosure shall be accompanied or followed by such a notice within ten (10) days from the date of disclosure. The **AGENCY** agrees to state in any such agreement that the sub-consultant or other party may not further disclose the confidential data without the prior written approval of the **COUNTY**.

- 19) HIPAA. The **AGENCY** shall establish security policies, processes and procedures in compliance with the Security Standards

as set forth in the Federal HIPAA Security Rules including without limitation administrative procedures, physical safeguards, technical security services, and technical security mechanisms, in order to protect the integrity and confidentiality of patient health information (PHI) exchanged electronically.

- a) The **AGENCY** acknowledges and agrees that the legal, technical or business requirements for security of PHI may change and that, at any time during the term of this Agreement, the **COUNTY** shall have the right to require the **AGENCY** to adopt new policies, processes and procedures, or to require modifications to existing policies, processes and procedures.
- b) The **COUNTY** shall communicate in writing such new or altered requirements to the **AGENCY**, and the **AGENCY** agrees to promptly implement such requirements. The **AGENCY** shall supply a written copy of its security policies and procedures to the **COUNTY** upon the execution of this Agreement and confirm in writing to the **COUNTY**, from time to time upon the **COUNTY's** request, the continued accuracy of those supplied policies.
- c) The **AGENCY** shall promptly notify the **COUNTY** of any material change to any aspect of its security measures. The **COUNTY** may terminate this Agreement without penalty if it determines, in its sole discretion, that any such changes render the **AGENCY's** security measures unsatisfactory to the **COUNTY**.

20) **CONFLICT OF INTEREST.** **AGENCY** represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. **AGENCY** further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the **COUNTY**, nor any person whose salary is payable, in whole or in part, by the **COUNTY**, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Orange County Ethics Law as amended from time to time, submits a Disclosure form to the Orange County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a disclosure form, said person must either voluntarily complete and submit said Disclosure form disclosing their interest in this Agreement or seek a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the **COUNTY** shall have the right to annul this Agreement without liability, entitling the **COUNTY** to recover all monies paid hereunder and **AGENCY** shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the **COUNTY** for such falsity or breach, nor shall it constitute a waiver of the **COUNTY's** right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this Agreement.

21) **CURRENT OR FORMER COUNTY EMPLOYEES.** **AGENCY** represents and warrants that it shall not retain the services of any **COUNTY** employee or former **COUNTY** employee in connection with this Agreement or any other agreement that said **AGENCY** has or may have with the **COUNTY** without the express written permission of the **COUNTY**. This limitation period covers the preceding three (3) years or longer if the **COUNTY** employee or former **COUNTY** employee has or may have an actual or perceived conflict of interests due to their position with the **COUNTY**. A **COUNTY** employee or former **COUNTY** employee is anyone who is either presently or has been previously employed with any county department, including but not limited to OCDMH.

For a breach or violation of such representations or warranties, the **COUNTY** shall have the right to annul this Agreement without liability, entitling the **COUNTY** to recover all monies paid hereunder and **AGENCY** shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if affected, shall not constitute the sole remedy afforded the **COUNTY** for such falsity or breach, nor shall it constitute a waiver of the **COUNTY's** right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

22) **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 **AGENCY** will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

- a) 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, **AGENCY** agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin:

- i) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or
- ii) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

b) If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, **AGENCY** agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability:

- i) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or
- ii) discriminate against or intimidate any employee hired for the performance of work under this Agreement
AGENCY 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.

23) CERTIFICATE REGARDING LOBBYING. The undersigned certifies, to the best of his or her knowledge and belief, that:

- a) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
- b) If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies on connection with this contract, grant loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification imposed by Section 1352, Title 31, U.S. Code. Failure to file the required certification shall be subject to a civil penalty by the Federal government of not less than \$10,000 and not more than 100,000 for each such failure.

24) NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES ENVIRONMENTAL TOBACCO SMOKE CERTIFICATION Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order of the responsible entity.

- a) By signing this Agreement wherein this certification is included, the offer/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for provision of services for children as defined by the Act. The submitting organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.
- b) The above recited language reflects the Federal requirements for all federally funded programs. However, New York

State Public Health Law 1399-o, governing smoking in public places and facilities, is more restrictive than the federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable federal law then all terms of the state or local law, rule or regulation shall apply. (NYS OASAS STATE AID BUREAU SEPTEMBER 18, 1995, Tobacco-Free Services 14 NYCRR Part 856).

25) **FEDERAL FUNDING REQUIREMENTS.** An **AGENCY** who receives Federal grant funds (excluding Federal entitlement grants such as Medicaid and Medicare) shall use best faith efforts to assure that the provision of services are in compliance with all Federal legislation, regulations and guidelines relevant to the funding provided, and shall provide assistance to the **COUNTY** and New York State as to enable the **COUNTY** and New York State to remain in compliance with relevant Federal law. Recipients of these funds must be familiar with the prohibited uses of Federal grant funds, the fiscal audit and monitoring requirements, the Federal certification and assurances requirements (see below), and the Cost Principles for Local Governments (Office of Management and Budget (OMB) Circular A-87) and not-for-profit organizations (OMB Circular A-122).

a) **Prohibited Uses of Federal Grant Funds.** The following uses of Federal grant funds are prohibited:

- i) provision of inpatient services, however, the recipient remains responsible to arrange for the provision of inpatient services to any client where necessary and appropriate;
- ii) payments to intended recipients of health services;
- iii) purchase or improvement of land;
- iv) purchase, construct or permanently improve any building or other facility, other than such minor reconstruction as may be authorized in the budget;
- v) purchase major medical equipment;
- vi) satisfy any requirement for the expenditure of non-governmental funds as a condition for the receipt of Federal funds;
- vii) provide financial assistance, or other payment in mental health services to an entity other than a public or non-for-profit private entity;
- viii) if the recipient is a subdivision of a local government, remuneration of an employee – during the time of employment - who is engaged in political activities intended to interfere with, influence or coerce an election or nomination;
- ix) direct or indirect efforts intended to influence a Federal legislator, their employees, an officer, or employee of the Federal government regarding the making, awarding, extension, renewal or modification of any of the terms of any economic agreement or grant to which the Federal government is a party; and
- x) the salary rate of an individual that is funded with Federal grant funds shall not exceed a rate in excess of Level I of the Federal Executive Schedule (see U.S. Office of Personnel Management at <http://www.opm.gov/> to find current rate).

b) An **AGENCY** expending \$500,000 or more annually from all Federal grant sources (excluding Federal entitlement grants such as Medicaid and Medicare) must have an A-133 Single Audit completed encompassing all Federally funded programs. Since the threshold increase does not relieve pass-through entities/recipient agencies, i.e., OMH, OASAS, HUD, SAMHSA, LGUs, direct contract agencies, and subcontract agencies of the responsibility for monitoring their sub-recipients expending less than \$500,000 in Federal grant funds, such subrecipients are required to provide assurances to their pass-through/recipient agency that Federal grant funds were expended appropriately and were in compliance with laws, regulations, and the provisions of the State aid approval letter or direct OMH contract, and that performance goals were achieved. Such assurances include one or more of the following:

- i) on-site monitoring visits by the pass-through/recipient agency;
- ii) independent reviews of documentation supporting requests for reimbursement of expenditures; or
- iii) obtaining an agreed-upon procedures report on specific procedures and compliance requirements.

c) The required auditing services consist of three major areas.

- i) *A-133 Single Audits of Federal Grant Funds Received and Expended* - An audit shall be conducted, field work documented, and audit report(s) prepared in such a way that all requirements included in Federal legislation, regulations and guidelines applicable to the auditing of revenues and expenditures on the subrecipient level are followed to the satisfaction of the OMH and the administering Federal agency. All applicable current Federal requirements, as well as those additional requirements which may be issued and go into effect prior to or during

the conduct of the audit, must be followed by the auditors. Applicable requirements include, but are not limited to the following:

- 1) All material terms and conditions of the Federal grant regulations and guidelines;
 - 2) GAO Auditing Standards (1994 revision of "Yellow Book"); and
 - 3) The provisions of OMB Circular A-133 for local and State governments and non-LGUs.
- ii) Catalog of Federal Domestic Assistance (CFDA). The following lists the corresponding Catalog of Federal Domestic Assistance (CFDA) number for Federal funds you may receive in any fiscal period.

Grant Name	CFDA Number
Stewart B. McKinney Homeless Shelter Plus Care (S+C)	14.238
Continuum of Care Program	14.267
Safe & Drug-Free Schools and Communities Act	84.186
Comprehensive Community Mental Health Services For Children With Serious Emotional Disturbances (SED)	93.104
Medical Assistance Program	93.778
Block Grants for Community Mental Health Services	93.958
Block Grants for Prevention and Treatment of Substance Abuse	93.959

26) -SAFEGUARDS FOR SERVICES.

- a) Services performed pursuant to this Agreement are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- b) Funds provided pursuant to this Agreement shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- c) Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations.

27) The **AGENCY** shall be required to utilize the Daily Living Activities (©DLA-20): © W.S. Presmanes, MA, MEd, and R.L. Scott, PhD for all mental health and substance abuse services (in-patient and out-patient/licensed and unlicensed). The Daily Living Activities functional assessment tool is designed to assess what daily living areas are impacted by mental illness or disability. The DLA is a copyrighted measure available for free after appropriate training. OCDMH has been awarded the rights to manually or electronically use the tool as long as the DLA is not altered, shortened and it is used for validated purposes. The tool is not to be implemented without training. The **COUNTY** shall provide training but the **AGENCY** shall be responsible to ensure that its staff are trained and implementing the tool appropriately. It is the expectation that the **AGENCY** shall use local trainers who have been trained through the Train the Trainer program for the DLA-20 for current and new staff at no additional cost to the **COUNTY**.

- a) All Inpatient services shall use the DLA-20 at admission and discharge.
- b) All other programs shall use the tool at admission and every 90 days thereafter.

28) Agencies that receive an allocation of funding resources under this Agreement will be required to maintain accurate and timely reporting of performance measures, demographic measures, and any required funding measures as well as any requirements OMH, OASAS, OPWDD, and OCDMH may subsequently develop to ensure compliance. The **AGENCY** shall be required to document performance using the Clear Impact Scorecard (formerly Results Scorecard™). Clear Impact, also known as outcome-based accountability, is defined as a management tool that can facilitate collaboration among human service agencies, as a method of decentralizing services, and as an innovative regulatory process. Clear Impact is a disciplined way of thinking and taking action which communities can use to improve the lives of children, families and the community as a whole. Clear Impact can also be used by agencies to improve the performance of their programs. The County will provide the selected applicant with one license to the web based application. The **COUNTY** will provide the **AGENCY** with one license to the web based application. The **AGENCY** shall use the Clear Impact Scorecard to report

quantitative and qualitative data on a monthly basis. Failure to achieve targets may result in withholding of state or federal funding or determinations of non-responsibility or ineligibility for future funding.

- 29) The **AGENCY** shall provide to the **COUNTY** and keep current during the term of the Agreement and any extension thereof, an Organizational Chart, and a list of current Board members including addresses, telephone numbers, places of work (if applicable) and terms of office.
- 30) The **AGENCY** should be properly registered to do business in the State of New York and furnish applicable certificates of authority/incorporation/partnership/dba, etc. with their agreement. Regardless of the propriety or legality of registration status, as a condition of Agreement, the **AGENCY** shall agree to service of process as follows: In addition to the methods of service allowed by New York's Civil Practice Law and Rules, the **AGENCY** consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in this Agreement. Service shall be complete upon **AGENCY**'s actual receipt of process, or upon the **COUNTY**'S receipt of the return by the United States Postal Service as refused or undeliverable. **AGENCY** shall immediately notify the **COUNTY**, in writing, via registered or certified mail, return receipt requested, of each change or address to which service of process can be made. Service by the **COUNTY** to the last known address shall be sufficient.
- 31) Supplier Forms may be obtained at <http://www.orangecountygov.com/content/124/1332/1392/default.aspx>. **AGENCY**'s that have not received a purchase order in the last twelve (12) months from the **COUNTY** must submit completed and executed Supplier Forms prior to execution of a contract by the **COUNTY**. Also, any change in name, tax identification, address, etc. requires an updated Supplier Form prior to payment.
- 32) Statewide Central Register Clearance. If applicable, in accordance with Section 424-a of the New York State Social Services Law and as a legally authorized agency, the **AGENCY** will inquire of the Statewide Central Register (SCR) as to the existence of any indicated reports of child abuse and maltreatment against an applicant prior to employment, certification, or licensure for those working with children and youth.
- 33) Criminal History Record Check. Mental Hygiene Law §31.35 and Executive Law §845-b require that criminal history information be obtained from the Division of Criminal Justice Services (DCJS) and the Federal Bureau of Investigation (FBI) before certain providers of mental health or developmental disabilities services can hire or engage prospective employees/volunteers who will have "regular and substantial unrestricted physical contact" with clients. If applicable, **AGENCY** shall ensure that Criminal History Record Checks are performed for personnel or potential hires as often as may be required by law or regulation, as may be amended.
- 34) INTELLECTUAL PROPERTY AND PUBLICITY. The **COUNTY** logo and/or seal shall be included on all promotional, marketing, brochures, training announcements, etc. funded with **COUNTY** and pass through State and/or Federal dollars. The results of any activity funded by this Agreement may not be published without prior written approval of the **COUNTY**, and, any publication:
 - a) shall acknowledge the support of the **COUNTY**, and
 - b) shall state that the opinions, results, finding and/or interpretations of data contained therein are the responsibility of the **AGENCY** and do not necessarily represent opinions, interpretation or policy of the **COUNTY**.

The **AGENCY** agrees that any and all reports, publications, videos, or similar products ("Deliverables") produced under this Agreement, or with monies supplied pursuant to this Agreement, shall become the property of the **COUNTY** and the **AGENCY** shall have no ownership interest. **AGENCY** represents and warrants to the **COUNTY** that any and all Deliverables will not violate or infringe on any third party's patent, copyright, trade secret or other intellectual or proprietary right, and that no third party shall have any ownership interest in the Deliverables. The **AGENCY** agrees that unless otherwise provided by the terms of this Agreement, the **AGENCY** is expressly prohibited from copyrighting Deliverables, or permitting others to do so without the prior written consent of the **COUNTY**. The **COUNTY** expressly reserves the right to reproduce, publish, distribute, copyright or otherwise use, in perpetuity, any and all Deliverables produced under this Agreement. No Deliverables paid for under this contract are to be used by **AGENCY** in any revenue generating activity. Deliverables do not include already copyrighted and/or trademarked reports, scorecards and similar tools and items that were previously developed by **AGENCY** and/or its subcontractors outside of this contract and used in the performance of the services. Copyrights and trademarks in the tools and items not included in the Deliverables shall remain with the owner.

The prior written approval of the **COUNTY** is required before **AGENCY**, or any of its officers, partners, employees, agents, contractors, assignees or other representatives, may, at any time, either during or after completion or termination of this Agreement, make any statement to the media or issue any material for publication (with the exception of mandated reporting requirements) bearing on the Services performed or data collected in connection with this Agreement.

If **AGENCY**, or any of its officers, partners, employees, agents, contractors, assignees or other representatives, desires to publish a work dealing with any aspect of this Agreement, or of the results or accomplishments attained in such performance, they must first obtain the prior written permission of the County Executive which, unless otherwise agreed to by the **COUNTY** in written permission, will entitle the **COUNTY** to have a royalty fee, and a non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use such publication.

34) Insurance Requirements.

a) During the term of this Agreement, or longer if required, the **AGENCY** shall maintain, at its expense, insurance policies of the types and minimum coverages outlined below. Certificates of insurance evidencing compliance with these requirements shall be required prior to execution of the contract by the **COUNTY**. Failure to submit insurance documents within the time specified in the Notice of Award may result in disqualification of the Offeror as non-responsive. These insurance requirements may be waived in part or in whole depending upon the particular position(s).

b) The minimum requirements for insurance are as follows:

Type of Coverage	Limits of Coverage
Worker's Compensation	Statutory
Disability Benefits	Statutory
Employer's Liability or Similar Insurance	\$1,000,000 each occurrence
Automobile Liability	\$1,000,000 aggregate
Bodily Injury	\$1,000,000 each occurrence
Property Damage	
Comprehensive General Liability, including broad form contractual liability, bodily injury, and property damage	\$1,000,000 aggregate \$1,000,000 each occurrence
Professional Liability	\$1,000,000 aggregate
(if commercially available for your profession)	\$1,000,000 each claim

The certificate holder is to be addressed as follows:

Orange County
 C/O Orange County Dept. of Mental Health
 30 Harriman Drive
 Goshen, NY 10924

c) "Orange County" is to be listed as **additional insured** with respect to liability and the work performed in the COUNTY. Professional liability is required for anyone who provides counseling services. If professional liability is listed on a separate certificate, additional insured coverage is not required.

d) Insurance coverage is required for the length of this Agreement. It is the responsibility of the **AGENCY** to provide updated insurance certificates to the **COUNTY** upon expiration.

e) The following is a list of accepted forms:

- i) Employer's Liability, General Liability, Professional Liability, Automobile Coverage
- ii) ACORD form 25-S is acceptable proof of Coverage.

f) Workers' Compensation Requirements under Workers' Compensation Law §57

- i) CE-200 (replaces WC/DB-100), Certificate of Attestation of Exemption From New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. Starting December 1, 2008, ONLY applicants eligible for exemptions must file a new CE-200 for each and every new or renewed permit, license or contract issued by a government **AGENCY**. Each CE-200 will specifically list the issuing government **AGENCY** and the specific type of permit, license or contract requested by the applicant.
- ii) An instruction manual that will further clarify the requirements, including instructions for the CE-200 exemption form, is available to download at the Workers' Compensation Board's website, www.wcb.state.ny.us. Once you are on the website, click on Employers/Businesses, then Business Permits/Licenses/Contracts; from there, click on Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts; **OR**
- iii) C-105.2 -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; OR
- iv) SI-12 -- Certificate of Workers' Compensation Self-Insurance (AGENCY calls the Board's Self-Insurance Office at 518-402-0247); OR
- v) GSI-105.2 -- Certificate of Participation in Worker's Compensation Group Self-Insurance (the AGENCY's Group Self-Insurance Administrator will send this form to the government entity upon request).

g) Disability Benefits Requirements under Workers' Compensation Law §220(8)

- i) CE-200 (replaces WC/DB-100), Certificate of Attestation of Exemption From New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. Starting December 1, 2008, ONLY applicants eligible for exemptions must file a new CE-200 for each and every new or renewed permit, license or contract issued by a government **AGENCY**. Each CE-200 will specifically list the issuing government **AGENCY** and the specific type of permit, license or contract requested by the applicant.
- ii) An instruction manual that will further clarify the requirements, including instructions for the CE-200 exemption form, is available to download at the Workers' Compensation Board's website, www.wcb.state.ny.us. Once you are on the website, click on Employers/Businesses, then Business Permits/Licenses/Contracts; from there, click on Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts.; **OR**
- iii) DB-120.1 -- Certificate of Disability Benefits Insurance; **OR**
- iv) DB-155 -- Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).

35) As a condition of this Agreement, **AGENCY** shall complete and return to **COUNTY** the following attached and incorporated exhibits as provide any supporting documentation required by each:

- a) Corporate Compliance, Licensing & Inspections (Exhibit III)
- b) Non-Collusion Certification (Exhibit V)
- c) Disclosure of Prior Non-Responsibility Determinations (Exhibit VI)
- d) Iran Divestment Act Certification (Exhibit VII)

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized officers of the respective parties.

For the Agency (Agency Name):

By:

Print Name:

Title:

For the County of Orange:

Signature:

Print Name:

Steven M. Neuhaus

Title:

County Executive

EXHIBIT I

				Program	Funding	Contract	Contract	Total	Managers	
Prefix	Scorecard Category	Agency or Contractor	Program	Code	Source	State/Federal	County \$	Contract	Beds	Funding
									Slots	Source(s)
Totals										

2018
Budget

2018
Budget

Program:					
Program Code (if applicable)					
EXPENSES					
Personal Services					
Fringe Benefits					
Other Than Personal Services (OTPS)					
Equipment-Provider Paid					
Property-Provider Paid					
Agency Administration					
Total Adjusted Expenses					
REVENUES					
Participant Fees (less SSI & SSA)					
SSI & SSA					
Medicaid					
Medicare					
Other Third Parties					
Federal Grants					
State Grants					
Other Revenue					
Total Gross Revenue					
Net Operating Costs					
DEFICIT FUNDING					
State Share					
Local Government Share					
Service Provider Share (Voluntary Contributions)					
Total Approved Deficit Funding					
Non-Funded					
Total Net Deficit					

(Include additional pages if necessary)

2018
Budget

Program:					
Program Code (if applicable)					
Position Title					
FTE					
Amount Paid					
Position Title					
FTE					
Amount Paid					
Position Title					
FTE					
Amount Paid					
Position Title					
FTE					
Amount Paid					
Position Title					
FTE					
Amount Paid					
Position Title					
FTE					
Amount Paid					
Total FTE					
Total Amount Paid					

(Include additional pages if necessary)

EXHIBIT II

2018

This would get replaced with actual measures from the Scorecard

The performance measures for the Clear Impact Scorecard (formerly Results Scorecard™) described in Paragraph 27 of the Agreement are applicable to the Program categories identified in Exhibit I of this Agreement. Failure to achieve targets may result in withholding of state or federal funding or determinations of non-responsibility or ineligibility for future funding.

Performance Measures for Emergency Services - OASAS		
	Target (if applicable)	Performance Measure
How Much		# of beds
How Much		# of residence days
How Much		# of people served
How Much		# of admissions
How Much		# of discharges
How Much		# of staff hours paid
How Well		staff to client ratio
How Well		length of Stay
How Well		average length of stay
How Well		average # of hours each staff attend professional growth training
How Well		# of patients completing preliminary screenings
How Well		# of patients completing intake
How Well		% of patients who complete program and/or are referred to another program
How Well	100%	% referred to community provider at discharge
How Well		% of people with completed GAF scores as determined by the DLA20 for adults (18 and over)
Better Off	75% ↑	% of people reporting satisfaction with service
Better Off		# of patients who are successfully discharged (to higher level of care and/or independence)
Better Off		% of discharges to emergency housing including shelters
Better Off		#/% of people who met 50% of goals at discharge
Better Off		Recidivism rate - 30 days
Better Off		Recidivism rate - 90 days
Better Off		Recidivism rate - 120 days
Better Off		average aggregate GAF score as determined by the DLA20 for adults (18 and over) June 2013
Better Off		average aggregate GAF score as determined by the DLA20 for adults (18 and over) September 2013
Better Off		average aggregate GAF score as determined by the DLA20 for adults (18 and over) December 2013

Performance Measures for Emergency Services - Hospitals		
	Target (if applicable)	Performance Measure
How Much		# of beds
How Much		# of residence days
How Much		# of people served
How Much		# of admissions
How Much		# of discharges
How Much		# of staff hours paid
How Much		# diverted from admission
How Much		# admitted from ER

How Well		staff to client ratio
How Well		length of Stay
How Well		average length of stay
How Well		average # of hours each staff attend professional growth training
How Well		# of patients completing preliminary screenings
How Well		# of patients completing intake
How Well		% of patients who complete program and/or are referred to another program
How Well	100%	% referred to community provider at discharge
How Well		% of people with completed GAF scores as determined by the DLA20 for adults (18 and over)
How Well		# referred to out-patient services
How Well		# connected to hospital diversion
How Well		# referred to transition manager
How Well		# with completed SPOA applications
Better Off	75% ↑	% of people reporting satisfaction with service
Better Off		# of patients who are successfully discharged (to higher level of care and/or independence)
Better Off		% of discharges to emergency housing including shelters
Better Off		##% of people who met 50% of goals at discharge
Better Off		Recidivism rate - 30 days
Better Off		Recidivism rate - 90 days
Better Off		Recidivism rate - 120 days
Better Off		average aggregate GAF score as determined by the DLA20 for adults (18 and over) June 2013
Better Off		average aggregate GAF score as determined by the DLA20 for adults (18 and over) September 2013
Better Off		average aggregate GAF score as determined by the DLA20 for adults (18 and over) December 2013

Performance Measures for Emergency Services - Mobile		
	Target (if applicable)	Performance Measure
How Much		# of people served
How Much	60% ↑	# of face to face contacts
How Much		# of phone support
How Much		# of people referred for clinical outpatient treatment
How Much		# of people referred to peer hospital diversion specialist
How Much		# of well-checks or hospital diversion stabilization visits
How Much		# of staff hours paid
How Well		staff to client ratio
How Well	45 min from 8AM - 10PM & 60 Min for overnights	average time to outreach
How Well		average time spent on face to face contacts
How Well	10% ↓	##% of all sent to emergency room following face to face contact
How Well		##% of admissions for those sent to emergency room following face to face contact
How Well		##% sent to emergency room multiple times within 90 days
How Well		average # of hours each staff attend professional growth training
How Well		% of people served with completed Wellness Recovery Action Plan
Better Off	75% ↑	% of people reporting satisfaction with service
Better Off		% clients connected to outpatient services / supports
Better Off	4% ↓	##% of arrests
Better Off		Recidivism rate - 30 days

Better Off		Recidivism rate - 90 days
Better Off		Recidivism rate - 120 days

Performance Measures for Inpatient Services		
	Target (if applicable)	Performance Measure
How Much		# of beds
How Much		# of residence days
How Much		# of people served
How Much		# of discharges
How Much		# of admissions
How Much		# of staff hours paid
How Well		staff to client ratio
How Well		length of Stay
How Well		average length of stay
How Well		average # of hours each staff attend professional growth training
How Well		community provider at discharge
How Well		% of people with completed GAF scores as determined by the DLA20 for adults (18 and over)
Better Off	75% ↑	% of people reporting satisfaction with service
Better Off	20% ↓	% of discharges to emergency housing including shelters
Better Off	17% ↓	#!/% of utilizing emergency room behavioral health services
Better Off	12% ↓	#!/% hospital inpatient admission for behavioral health
Better Off	12% ↓	#!/% hospital inpatient admission for detox
Better Off	12% ↓	#!/% hospital inpatient admission for rehab
Better Off		#!/% of people living independently
Better Off	17% ↓	#!/% of people employed at least ten (10) hours per week
Better Off		#!/% of children attending school 90% of the time
Better Off	4% ↓	#!/% of arrests
Better Off	75% ↑	#!/% of people who met 50% of goals at discharge
Better Off		Recidivism rate - 30 days
Better Off		Recidivism rate - 90 days
Better Off		Recidivism rate - 120 days
Better Off		average aggregate GAF score as determined by the DLA20 for adults (18 and over) June 2013
Better Off		average aggregate GAF score as determined by the DLA20 for adults (18 and over) September 2013
Better Off		average aggregate GAF score as determined by the DLA20 for adults (18 and over) December 2013

Performance Measures for OASAS Outpatient Services		
	Target (if applicable)	Performance Measure
How Much		# of people served
How Much		# of new admissions
How Much		# of visits
How Much		# of individual sessions
How Much		# of family sessions
How Much		# of groups
How Well		average # of hours each staff attend professional growth training
How Well	75% ↑	% show rate
How Much		# of staff hours paid

How Well		client to staff ratio - clinicians
How Well		client to staff ratio - MD / NPP
How Well		average time from first call to first scheduled appointment (include walk-ins)
How Well	75% ↑	% of people with completed GAF scores as determined by the DLA20 for adults (18 and over)
Better Off	75% ↑	% of people reporting satisfaction with service
Better Off	17% ↓	##% of utilizing emergency room behavioral health services - adult
Better Off	17% ↓	##% of utilizing emergency room behavioral health services - child (under age 18)
Better Off	12% ↓	##% hospital inpatient admission for behavioral health - adult
Better Off	12% ↓	##% hospital inpatient admission for behavioral health - child (under age 18)
Better Off	12% ↓	##% hospital inpatient admission for detox - adult
Better Off	12% ↓	##% hospital inpatient admission for detox - child (under age 18)
Better Off	12% ↓	##% hospital inpatient admission for rehab - adult
Better Off	12% ↓	##% hospital inpatient admission for rehab - child (under age 18)
Better Off	17% ↓	##% of people employed at least ten (10) hours per week
Better Off		##% of children attending school 90% of the time (Restart Program only)
Better Off	4% ↓	##% of arrests
Better Off	75% ↑	##% of people who met 50% of goals at discharge
Better Off		average aggregate GAF score as determined by the DLA20 for adults (18 and over) June 2013
Better Off		average aggregate GAF score as determined by the DLA20 for adults (18 and over) September 2013
Better Off		average aggregate GAF score as determined by the DLA20 for adults (18 and over) December 2013

Performance Measures for OMH Outpatient Services		
	Target (if applicable)	Performance Measure
How Much		# of people served
How Much		# of new admissions
How Much		# of visits
How Much		# of Service days (OMH Clinic Only)
How Much		# of PROS units provided (PROS only)
How Much		# of individual sessions
How Much		# of family sessions
How Much		# of groups
How Much		# of staff hours paid
How Well		client to staff ratio - clinicians
How Well		client to staff ratio - MD / NPP
How Well		average # of hours each staff attend professional growth training
How Well	90% ↑	% show rate
How Well		average time from first call to first scheduled appointment (include walk-ins)
How Well	75% ↑	% of people with completed GAF scores as determined by the DLA20 for adults (18 and over)
Better Off	75% ↑	% of people reporting satisfaction with service
Better Off	17% ↓	##% of utilizing emergency room behavioral health services - adult
Better Off	17% ↓	##% of utilizing emergency room behavioral health services - child (under age 18)
Better Off	12% ↓	##% hospital inpatient admission for behavioral health - adult
Better Off	12% ↓	##% hospital inpatient admission for behavioral health - child (under age 18)
Better Off	12% ↓	##% hospital inpatient admission for detox - adult
Better Off	12% ↓	##% hospital inpatient admission for detox - child (under age 18)
Better Off	12% ↓	##% hospital inpatient admission for rehab - adult
Better Off	12% ↓	##% hospital inpatient admission for rehab - child (under age 18)

Better Off	17% ↓	#/% of people employed at least ten (10) hours per week
Better Off		#/% of children attending school 90% of the time
Better Off	4% ↓	#/% of arrests
Better Off	75% ↑	#/% of people who met 50% of goals at discharge
Better Off		average aggregate GAF score as determined by the DLA20 for adults (18 and over) June 2013
Better Off		average aggregate GAF score as determined by the DLA20 for adults (18 and over) September 2013
Better Off		average aggregate GAF score as determined by the DLA20 for adults (18 and over) December 2013

Performance Measures for Other Outpatient Services		
	Target (if applicable)	Performance Measure
How Much		# of people served
How Much		# of new admissions
How Much		# of visits
How Much		# of individual sessions
How Much		# of family sessions
How Much		# of groups
How Much		# of staff hours paid
How Well		client to staff ratio - clinicians
How Well		client to staff ratio - MD / NPP
How Well		average # of hours each staff attend professional growth training
How Well	90% ↑	% show rate
How Well		average time from first call to first scheduled appointment (include walk-ins) (Not for Jail Clinic)
How Well	75% ↑	% of people with completed GAF scores as determined by the DLA20 for adults (18 and over) (No MHAT)
Better Off	75% ↑	% of people reporting satisfaction with service (Not for Jail Clinic, MHAT, and SATU)
Better Off	17% ↓	#/% of utilizing emergency room behavioral health services - adult
Better Off	17% ↓	#/% of utilizing emergency room behavioral health services - child (under age 18)
Better Off	12% ↓	#/% hospital inpatient admission for behavioral health - adult
Better Off	12% ↓	#/% hospital inpatient admission for behavioral health - child (under age 18)
Better Off	12% ↓	#/% hospital inpatient admission for detox - adult
Better Off	12% ↓	#/% hospital inpatient admission for detox - child (under age 18)
Better Off	12% ↓	#/% hospital inpatient admission for rehab - adult
Better Off	12% ↓	#/% hospital inpatient admission for rehab - child (under age 18)
Better Off	17% ↓	#/% of people employed at least ten (10) hours per week (Not for Jail Clinic)
Better Off		#/% of children attending school 90% of the time
Better Off	4% ↓	#/% of arrests
Better Off	75% ↑	#/% of people who met 50% of goals at discharge (Not for MHAT)
Better Off		average aggregate GAF score as determined by the DLA20 for adults (18 and over) June 2013 (Not for MHAT)
Better Off		average aggregate GAF score as determined by the DLA20 for adults (18 and over) September 2013 (Nof for MHAT)
Better Off		average aggregate GAF score as determined by the DLA20 for adults (18 and over) December 2013 (Not for MHAT)

Performance Measures for Prevention / Intervention Services		
	Target (if applicable)	Performance Measure
How Much	80% ↑	# of planned direct services
How Much	80% ↑	# of planned participants
How Much	45% ↑	# of evidence based practices (EBPs)
How Much		# of classes / groups of evidence based practice curricula (model programs) with nine (9) sessions or less

How Much		# of attendees in classes / groups of evidence based practice curricula (model programs) with nine (9) sessions or less
How Much		# of classes / groups of evidence based practice curricula (model programs) with ten (10) sessions or more
How Much		# of attendees in classes / groups of evidence based practice curricula (model programs) with ten (10) sessions or more
How Much		# of classes / groups of non-model education programs with nine (9) sessions or less
How Much		# of attendees in classes / groups of non-model education programs with nine (9) sessions or less
How Much		# of classes / groups of non-model education programs with ten (10) sessions or more
How Much		# of attendees in classes / groups of non-model education programs with ten (10) sessions or more
How Much		# of youth who report no substance use 30 days prior to admission
How Much		# of youth who report no substance use 30 days after discharge
How Much		# of needs assessment used when selecting Environmental strategies
How Much		# of population data-based logic models used when selecting Environmental strategies
How Much		# of policy change or enforcement strategies selected and supported by appropriate media / communications strategies
How Much		# of staff hours paid
How Well		% of attendees in classes / groups of evidence based practice curricula (model programs) with nine (9) sessions or less who complete 80% of sessions
How Well		% of attendees in classes / groups of evidence based practice curricula (model programs) with ten (10) sessions or more who complete 80% of sessions
How Well		% of attendees in classes / groups of non-model education programs with nine (9) sessions or less who complete 80% of sessions
Better Off	90% ↑	% of youth who report no substance use in the 30 days prior to admission who remain free of substance use 30 days after discharge
Better Off	100%	% of successful Individual Service Plan (ISP) objectives completed (defined as 51% or more of objectives met)
Better Off		# of exposures to media / communication strategies
Better Off	75% ↑	% of participants who report increase of knowledge and social skills

Performance Measures for Residential Services		
	Target (if applicable)	Performance Measure
How Much		# of beds
How Much		# of people served
How Much		# of discharges
How Much		# of direct contacts
How Much		# of indirect contacts
How Much		# of crisis contacts
How Much		# of staff hours paid
How Well		staff to client ratio
How Well		length of Stay
How Well	45 days	length of time to fill vacancy
How Well		# of In home visits
How Well		# of outreach to landlords
How Well		average # of hours each staff attend professional growth training
Better Off	90% ↑	% of discharges to stable housing
Better Off	75% ↑	% of people reporting satisfaction with service
Better Off	17% ↓	##% of utilizing emergency room behavioral health services
Better Off	12% ↓	##% hospital inpatient admission for behavioral health
Better Off	12% ↓	##% hospital inpatient admission for detox
Better Off	12% ↓	##% hospital inpatient admission for rehab
Better Off	17% ↓	##% of people employed at least ten (10) hours per week
Better Off	4% ↓	##% of arrests
Better Off	75% ↑	##% of people who met 50% of goals at discharge

Performance Measures for Support Services - Care Coordination Service Dollars		
	Target (if applicable)	Performance Measure
How Much		# of people utilizing service dollars
How Much		# of emergency requests for service dollars
How Much		# of non-emergency requests for service dollars
How Much		# of services purchased with service dollars
How Much		# of checks written for service dollars
How Well		% of checks issued within 6 working days of request
How Well		% of recipients who have a significant role in the planning for and the utilization of service dollars
How Well		% of authorizations noted in and consistent with the recipient's individual service plan (ISP)
How Well		% of requests provided through the local Department of Social Services (DSS), Medicaid, or community agencies
Better Off	75% ↑	% of people reporting satisfaction with service
Better Off		% of people receiving service dollars who stay out of the hospital
Better Off	75% ↑	% people developing and maintaining situations for living, working, and socializing in the community, which enhances their potential for growth and independence

Performance Measures for Support Services - Care Coordination Service Dollars - Other		
	Target (if applicable)	Performance Measure
How Much		# of people utilizing service dollars
How Much		# of emergency requests for service dollars
How Much		# of non-emergency requests for service dollars
How Much		# of services purchased with service dollars
How Much		# of goods purchased with service dollars
How Well	75% ↑	% of recipients who have a significant role in the planning for and the utilization of service dollars
Better Off	75% ↑	% of people reporting satisfaction with service
Better Off	75% ↑	% people developing and maintaining situations for living, working, and socializing in the community, which enhances their potential for growth and independence

Performance Measures for Support Services - Care Coordination		
	Target (if applicable)	Performance Measure
How Much		# of people served
How Much		# of contacts
How Much		# of face to face contacts
How Much		# of contacts with collaterals
How Much		# of staff hours spent providing care coordination face-to-face or by telephone directly to recipient or collaterals
How Much		# of staff hours paid
How Well		staff to client ratio
How Well		length of Stay
How Well		average # of hours each staff attend professional growth training
How Well	100%	% of integrated plans completed within 30 days of admission
How Well		% of problems resolved that interfere with attainment or maintenance of independence or self sufficiency
How Well		% of people connected to mental health services
How Well		% of people connected to physical health services
How Well		% of people connected to substance abuse services
How Well		% of people connected to social services system
How Well		% of people connected to other services

How Well	75% ↑	% of people with completed GAF scores as determined by the DLA20 for adults (18 and over)
Better Off	75% ↑	% of people reporting satisfaction with service
Better Off	17% ↓	#/% of utilizing emergency room physical health services
Better Off	17% ↓	#/% of utilizing emergency room behavioral health services
Better Off		#/% hospital inpatient admission for physical health services
Better Off	12% ↓	#/% hospital inpatient admission for behavioral health
Better Off	12% ↓	#/% hospital inpatient admission for detox
Better Off	12% ↓	#/% hospital inpatient admission for rehab
Better Off		#/% of children attending school 90% of the time
Better Off	17% ↓	#/% of people employed at least ten (10) hours per week
Better Off	4% ↓	#/% of arrests
Better Off	75% ↑	#/% of people who met 50% of goals at discharge
Better Off		average aggregate GAF score as determined by the DLA20 for adults (18 and over) June 2013
Better Off		average aggregate GAF score as determined by the DLA20 for adults (18 and over) September 2013
Better Off		average aggregate GAF score as determined by the DLA20 for adults (18 and over) December 2013

Performance Measures for Family Support Services		
	Target (if applicable)	Performance Measure
How Much		# of families served
How Much		# of children served
How Much		# of parents served
How Much		# of new families served
How Much		# of new children served
How Much		# of new parents served
How Much		# of contacts
How Much		# of activities offered
How Much	75% ↑	# of people participating in activities
How Much		# of support groups offered (if applicable)
How Much		# of people participating in support groups (if applicable)
How Much	75% ↑	# of completed surveys
How Much		# of staff hours paid
How Well		length of Stay (if applicable)
How Well		average # of hours each staff attend professional growth training
How Well		% of families returning
Better Off		% of children returning
Better Off		% of parents returning
Better Off	75% ↑	% of people reporting satisfaction with service
Better Off		% of families who actively participate in the program
Better Off		% of children who actively participate in the program
Better Off		% of parents who actively participate in the program
Better Off		% of children who remain with their families
Better Off	17% ↓	#/% of utilizing emergency room behavioral health services
Better Off	12% ↓	#/% hospital inpatient admission for behavioral health
Better Off	12% ↓	#/% hospital inpatient admission for detox
Better Off	12% ↓	#/% hospital inpatient admission for rehab
Better Off		#/% of children attending school 90% of the time
Better Off		#/% of children attending day program 90% of the time (if applicable)

Better Off	17% ↓	#/% of people employed at least ten (10) hours per week
Better Off	4% ↓	#/% of arrests
Better Off	75% ↑	#/% of people who met 50% of goals at discharge

Performance Measures for Support Services - General Support		
	Target (if applicable)	Performance Measure
How Much		# of people served
How Much		# of new people served
How Much		# of group sessions
How Much		# of activities provided
How Much		# of outreaches
How Much		# of visits / contacts
How Much		# of surveys returned
How Much		# of staff hours paid
How Well		% of people participating in activities
How Well		% of people returning
How Well		average # of hours each staff attend professional growth training
How Well		% of people referred to other services
Better Off	75% ↑	# of people who indicate an increase in awareness and resources for activities of daily living
Better Off	17% ↓	#/% of people employed at least ten (10) hours per week
Better Off	75% ↑	% of people reporting satisfaction with service

Performance Measures for Support Services - General Support - Transportation		
	Target (if applicable)	Performance Measure
How Much		# of people served
How Much		# of new people served
How Much		# of one-way trips (transportation)
How Much		# of surveys returned
How Much		# of staff hours paid
How Well		% of people returning
How Well		average # of hours each staff attend professional growth training
Better Off	75% ↑	% of people reporting satisfaction with service
Better Off	17% ↓	#/% of people employed at least ten (10) hours per week

Performance Measures for Support Services - Self Help Services		
	Target (if applicable)	Performance Measure
How Much		# of planning meetings / conference calls
How Much		# of trainings / conferences / presentations
How Much		# of people attending trainings / conference / presentations
How Much		# of staff hours paid
How Well	75% ↑	% of evaluations completed
Better Off	100%	% of people who indicate increase in either awareness, resources, and / or competence

Performance Measures for Support Services - Self Help Services - Training		
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	Target (if applicable)	Performance Measure
How Much		# of people served
How Much		# of new people served
How Much		# of group sessions
How Much		# of activities provided
How Much		# of outreaches
How Much		# of visits / contacts
How Much		# of surveys returned
How Much		# of staff hours paid
How Well		staff to client ratio
How Well		% of people participating in activities
How Well		% of people returning
How Well		average # of hours each staff attend professional growth training
How Well		% of people referred to other services
Better Off	75% ↑	# of people who indicate an increase in awareness and resources for activities of daily living
Better Off	17% ↓	#/% of people employed at least ten (10) hours per week
Better Off	75% ↑	% of people reporting satisfaction with service

Performance Measures for Support Services - Self Help Services - Supported Employment		
	Target (if applicable)	Performance Measure
How Much		# of people served
How Much		# of new people served
How Much		# of contacts
How Much		# of employer contacts
How Much		# of surveys returned
How Much		# of staff hours paid
How Well		average # of hours each staff attend professional growth training
How Well		# of jobs created
How Well		# of people employed
How Well		# of people earning more than minimum wage (currently \$7.25)
How Well		# of people with medical benefits
Better Off	17% ↓	#/% of people employed at least ten (10) hours per week
Better Off		#/% of people who have remain in employment for more than three (3) months
Better Off		#/% of people who have remain in employment for more than six (6) months
Better Off		#/% of people who have remain in employment for more than one (1) year
Better Off	75% ↑	% of people reporting satisfaction with service

Performance Measures for Vocational Services		
	Target (if applicable)	Performance Measure
How Much		# of people served
How Much		# of new people served
How Much		# of brief day visits: Less than 3 hours
How Much		# of half-day visits: 3 but less than 5 hours
How Much		# of full-day visits: 5 hours or more
How Much		# of surveys returned
How Much		# of staff hours paid

How Well		staff to client ratio
How Well		average # of hours each staff attend professional growth training
Better Off	17% ↓	#/% of people employed at least ten (10) hours per week
Better Off		#/% of people who have remain in employment for more than three (3) months
Better Off		#/% of people who have remain in employment for more than six (6) months
Better Off		#/% of people who have remain in employment for more than one (1) year
Better Off		% of people reporting independence
Better Off	75% ↑	% of people reporting satisfaction with service

Performance Measures for Education, Outreach, & Training Services		
	Target (if applicable)	Performance Measure
How Much		# of planning meetings / conference calls
How Much		# of trainings / conferences / presentations
How Much		# of people attending trainings / conference / presentations
How Much		# of staff hours paid
How Well	75% ↑	% of evaluations completed
Better Off	100%	% of people who indicate increase in either awareness, resources, and / or competence

Exhibit III

AGENCY NAME:

- Does your agency have a Corporate Compliance Policy? Yes No

All Contract agencies of the County of Orange, Department of Mental Health, are required to submit the following. Check each document enclosed.

- Copies of Licenses for Contracted Programs, as applicable:

- NYS OMH
- NYS OASAS
- NYS OMRDD
- NYS DOH
- Certificate of Occupancy
- DEA
- FDA
- NYS Department of Labor
- Orange County Health Department
- Other (specify): _____
- Other (specify): _____

- Copies of Site Inspection Reports for Contracted Programs, as applicable:

- JCAHO
- CARF
- NYS OMH
- NYS OASAS
- NYS OPWDD
- NYS DOH
- CMS
- OMIG Final or interim audits
- Other (specify): _____
- Other (specify): _____

Exhibit IV
CALENDAR YEAR – DELIVERABLES

Contracts

- ▶ Contracts and change orders to contracts are sent to the Executive Director for the Agency. They **must** be signed in **blue** ink. All required insurance certificates must be included when returning contracts for further processing. Please forward all **original signed** contracts to Suzanne Donovan or Joseph Malfa, Orange County Department of Mental Health, 30 Harriman Drive, Goshen, NY 10924 unless otherwise directed. An executed copy will be sent to the Executive Director upon completion.

Invoices

- ▶ Please be aware there is a process the County must follow when paying invoices. Checks for invoices received and eligible for payment are generally printed and mailed within 30 days.

CFRS Software

- ▶ All service providers are expected to use CFRS software approved by the CFR Interagency Committee to create the appropriate CFR submission. Additionally, approved CFRS software can be used to create Consolidated Budget Reports (CBRs) and intra-year State Aid claims (CQRs). Currently the New York State Office of Mental Health is the sole vendor for the Calendar Year reporting period.
- ▶ Service providers are expected to download the software via the Internet. When the NYS-issued CFRS software is approved, it will be available for download at the CFRS Home Page:
<https://www.omh.state.ny.us/omhweb/cfrsweb/default.asp>.
- ▶ For assistance with the New York State software, please refer to the CFRS Home Page and its Table of Contents or the CFRS Software Online HELP function. If you need additional assistance, please call the Help Desk at 1-800-HELPNYS (if outside of New York State call 518-474-5554); or e-mail at helpdesk@omh.state.ny.us. The certifying/funding State Agencies may also be of assistance (see Section 8 of the CFR Manual for the related telephone numbers).
- ▶ All service providers are required to upload all reports and submit a hard copy and a copy of the upload file via e-mail to the County until you are notified otherwise.

Consolidated Fiscal Reports (CFR)

- ▶ The CFR must be completed on approved CFRS Software. A CFR must have a Document Control Number (DCN) in order to be an acceptable submission. Provide a hard copy of the entire report via US mail to Joseph Malfa or Sandra Atkin, Orange County Department of Mental Health, 30 Harriman Drive, Goshen, NY 10924. In addition E-mail a copy of the upload file (please use the upload option and not backup or export) to: jmalfa@orangecountygov.com and satkin@orangecountygov.com.
- ▶ CFR manuals and forms are available for download from the NYS Education Department Rate Setting Unit's homepage at: http://www.oms.nysed.gov/rsu/Manuals_Forms/Manuals/CFR.html.
- ▶ Service providers are expected to submit their completed reports electronically via the Internet. Service providers will access the webpage to upload their CFR submission at: <https://www.omh.state.ny.us/omhweb/cfrsweb/default.asp>
- ▶ Submission of CFR Certification Pages: Please note that OASAS, OMH, OMRDD and SED currently do not accept electronic certifications or signatures for CFR submissions. Therefore, in addition to transmitting the CFR via the Internet, service providers must also submit signed paper copies of the required certification schedules (CFR-i, CFR-

ii/CFR-iiA and CFR-iii) and certified financial statements to each funding State Agency by the due date in the CFR manual. Sending copies of the certification schedules to the County does not fulfill this requirement. Copies of the certification schedules MUST also be sent directly to the state agencies. To determine if Schedules CFR-ii, CFR-iiA, CFR-iii or certified financial statements are required, please refer to Sections 2.0, 6.0, 11.0 and 12.0 of the CFR Manual. Please refer to pages 2.11 and 2.12 of the CFR manual for information on where to send your agency's CFR certification pages and certified financial statements. Additionally, the Document Control Number (DCN) of your agency's Internet submission must match the DCN that appears on the paper certification schedules mailed to each funding State Agency.

▶ **Due Dates to Orange County:**

- ▶ A copy of the extension form (from the CFR Manual) must be forwarded to our office. If we are not in receipt of an extension form we will assume that the final CFR will be completed and in our possession by the following dates:
- ▶ **OASAS** – The **CFR** is due **April 30th** unless an extension is filed, then they are due **May 30th**.
- ▶ **OMH** – The **CFR** is due **April 30th** unless an extension is filed, then they are due **May 30th**.
- ▶ **OPWDD** – The **CFR** is due **April 30th** unless an extension is filed, then they are due **May 30th**.
- ▶ **Financial Statements** – as soon as they are available.

Consolidated Budget Reports (CBR)

- ▶ The CBR must be completed on approved CFRS Software and it must have a Document Control Number (DCN) in order to be an acceptable submission. Provide a hard copy of the entire report via US mail to Joseph Malfa or Sandra Atkin, Orange County Department of Mental Health, 30 Harriman Drive, Goshen, NY 10924. In addition E-mail a copy of the upload file (please use the upload option and not backup or export) to jmalfa@orangecountygov.com and satkin@orangecountygov.com.
- ▶ The **CBR and Claiming Manual** can be found at the following web site: <http://www.omh.state.ny.us/omhweb/cbr/>.
- ▶ The following forms are required for the CBR: *CFR-i*, *CFR-4* (agency admin and program), *DMH-2*, and the *DMH-3*. If any of these reports are missing or omitted for a specific reason, an explanation must be included with the CBR. For example, if your agency does not have a CFR-4 for agency admin, a letter stating the reason why should be enclosed. Please be sure to attach worksheets for those lines that specify *attach detail*.

▶ **Due Dates to Orange County:**

- ▶ **OASAS** – Joseph Malfa will advise of the due date for the OASAS CBR for the following year. Generally they are due to us by September 15.
- ▶ **OMH** - OMH uses a streamlined budget process, Preliminary Allocation Summary, under which only **limited budget data (people served, units of service, and allocation of certain funding sources)** is due **with each updated funding letter** for the current year. Please note that OMH uses this report for planning purposes so it is imperative that the information provided is correct. The **final budgets** for OMH for the current year are due **September 30th**.
- ▶ **OPWDD** - The **final budgets** for OMRDD for the current year are due **September 30th**.

Consolidated Quarterly Reports (CQR)

- ▶ The CQR-1 Agency Quarterly Fiscal Summary schedule is used to report intra-year and 3rd quarter expenses, revenues, net operating costs and funding sources for programs receiving Aid to Localities (State Aid) funding from the NYS Office of Alcoholism and Substance Abuse Services (OASAS), NYS Office of Mental Health (OMH) and NYS Office of Mental Retardation and Developmental Disabilities (OMRDD). Please note that this report is not an estimate but an actual accounting of your expenses for the requested period.
- ▶ The CQR must be completed on approved CFRS Software and it must have a Document Control Number (DCN) in order to be an acceptable submission. Provide a hard copy of the entire report via US mail to Joseph Malfa, Orange County Department of Mental Health, 30 Harriman Drive, Goshen, NY 10924. In addition E-mail a copy of the upload file (please use the upload option and not backup or export) to jmalfa@orangecountygov.com.
- ▶ The **CBR and Claiming Manual** can be found at the following web site: <http://www.omh.state.ny.us/omhweb/cbr/>.
- ▶ The following forms are required with submission: *CFR-i, CQR-1.1 and CQR 1.2*.
- ▶ **Due Dates to Orange County (All Disabilities):**
 - ▶ An **Intra-Year Claim** (January - June) is due **July 30th**.
 - ▶ The **Third Quarter Claim** (July – September) is due **October 30th**.

OMH Providers

- ▶ The Spending Plan Guidelines and Instructions can be located at the following web site: <http://www.omh.state.ny.us/omhweb/spguidelines/>.
- ▶ It is important to read all rules and regulations pertaining to all individual programs and funding codes. Failure to follow funding rules may result in loss of state and/or federal funding reimbursement.

OASAS Providers

- ▶ Administrative and Fiscal Guidelines which identify minimum requirements for all OASAS funded service providers regarding their responsibilities in maintaining adequate financial records and accounting and control procedures can be found at: <http://www.oasas.state.ny.us/regs/index.cfm>.
- ▶ It is important to read all rules and regulations pertaining to all individual programs and funding codes. Failure to follow funding rules may result in loss of state and/or federal funding reimbursement.

Federal Funds

- ▶ All agencies receiving federal funds must comply with the fiscal audit and guidelines set forth by the federal government. If funding received from all Federal sources is more than a combined total of \$500,000, your agency is required to submit to the Orange County Department of Mental Health and to the State agency a completed compliance and financial audit. This audit must be performed in accordance with the standards for auditing not-for-profit organizations, programs, activities and functions established by the United States General Accounting Office and other Federal requirements as outlined in Circular A-133 "Audits of Institutions of Higher Education and Other Nonprofit Institutions".
- ▶ Section 320 of Circular A-133 states that:
- ▶ *"...the audit shall be completed...and reporting package shall be submitted within the earlier of 30 days after receipt of the auditors' report(s), or nine months after the end of the audit period."*
- ▶ If funding is less than \$500,000 and your agency will not be completing a Circular A-133, then the Orange County Department of Mental Health requires a Yellow Book Audit or physical backup of all expenses for the program(s) that receive Federal funding through us. The documentation will include all payroll, fringe, property, equipment, OTPS, and

agency administration expenses that correspond to the program(s) being funded with Federal funds. This documentation will be supplied by your agency on a monthly or quarterly basis.

- ▶ Please submit documentation in an orderly manner by the end of the month following the month or quarter of submission.

Reference Table of Due Dates of State Reports for Orange County

	OASAS	OMH	OMRDD
Consolidated Fiscal Reports			
30 Day CFR Extension Request	04/30	04/30	04/30
Final CFR's with no extension requested.	04/30	04/30	04/30
Final CFR's with extension requested.	05/30	05/30	05/30
Submit upload files at : http://www.omh.state.ny.us/omhweb/cfrsweb/default.asp and via email to jmalfa@orangecountygov.com and satkin@orangecountygov.com			
Consolidated Budget Reports			
County Allocation Summary		Due 15 days after receipt of funding letter	
Consolidated Budget Report	TBD (Generally 9/15)	09/30	09/30
Submit upload files at : http://www.omh.state.ny.us/omhweb/cfrsweb/default.asp and via email to jmalfa@orangecountygov.com and satkin@orangecountygov.com			
Consolidated Quarterly Reports			
6 Month CQR (January – June)	07/30	07/30	07/30
3 rd Quarter CQR (July – September)	10/30	10/30	10/30
Submit upload files at : http://www.omh.state.ny.us/omhweb/cfrsweb/default.asp and via email to jmalfa@orangecountygov.com and etreuetlein@orangecountygov.com			

Exhibit V

NON-COLLUSION CERTIFICATION

- (a) "By submission of this proposal, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor.
 - (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other Offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition."
- (b) A proposal shall not be considered for award nor shall any award be made where the provisions of (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the Offeror cannot make the foregoing certification, the Offeror shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that an Offeror (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph (a)(1) of this certification.

Any proposal hereafter made to any political subdivision of the state or any public department, agency or official thereof by an Offeror for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such proposal contains the certification referred to in subparagraph (a)(1) of this certification, shall be deemed to have been authorized by the board of directors of the Offeror, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion of this Non-Collusion Certification as the act and deed of the corporation or other business entity submitting the proposal.

DATE

SIGNATURE

NAME

TITLE

BUSINESS NAME

Exhibit VI

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

(See instructions on next page before completing this form.)

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes

If Yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____

Signature

Date: _____

Instructions for Completing the Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for Procurement Contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order. It shall be submitted to with your bid or proposal to the County agency conducting the Governmental Procurement.

This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.

Exhibit VII

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 (“Act”), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services (“OGS”) developed a list (“Prohibited Entities List”) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> .

Pursuant to General Municipal Law §103-g, by signing below, Offeror certifies as true under the penalties of perjury that: By submission of this proposal each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Offeror is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Offeror cannot make the certification, the Offeror shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an Offeror who cannot make the required certification on a case-by-case basis if:

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- 2) The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

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

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, 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.

DATE

SIGNATURE

BUSINESS NAME

NAME

TITLE