



ULSTER COUNTY YOUTH BUREAU

304 FLATBUSH AVENUE KINGSTON, NEW YORK 12401-2742
PHONE: (845) 334-5264 FAX: (845) 334-5587

MICHAEL P. HEIN
County Executive

EVELYN J. CLARKE
Director

Date: June 18, 2015

Dear Supervisor Zimet:

Enclosed is your contract with the Ulster County Youth Bureau for your town's Summer Recreation Program for 2015.

As of the 2014 Budget Year, OCFS no longer reimburses the towns and municipalities directly. That change has necessitated the new processing which requires contracts between the municipalities and the County.

Please be assured, the Youth Bureau will process your submitted claims for expenditures once your contract has been finalized.

Please sign and return both contracts to the Youth Bureau in the enclosed envelope, along with the current Certificates of Insurance for Worker's Compensation, Disability and Liability.

The County's Insurance Department requests the following to expedite processing:

- If the program provides transportation for youth, **Auto Insurance** is required.
- **Certificate Holder** and entity requesting proof of insurance must be County of Ulster; PO Box 1800 Kingston, NY 12402
- The **Certificate of Liability** Insurance must state County of Ulster as an **Additional Insured**
- The **Certificate of Liability** Insurance must include additional insurance for **Abuse and Molestation; and Professional.**

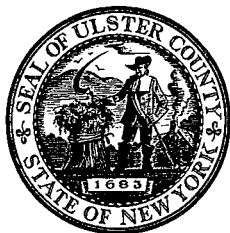
If you have any questions, please contact the Youth Bureau at (845) 334-5264. Thank you for your continued commitment to the youth of Ulster County.

Sincerely yours,

Evelyn Clarke
Director

Enclosures

County Contract No.: _____



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between the **COUNTY OF ULSTER**, a municipal corporation and a county of the State of New York, with principal offices at 244 Fair Street, Kingston, New York 12401 (the “County”), and the **TOWN OF NEW PALTZ**, a municipal corporation and a Town of the County of Ulster, State of New York, with principal offices located at PO Box 550, New Paltz, New York 12561 (the “Town”), (each, a “Party,” together, the “Parties”).

RECITALS

WHEREAS, the Ulster County Youth Bureau administers funding provided by the New York State Office of Children and Family Services for out-of-school summer youth recreational programs operated by the Towns and City in Ulster County; and

WHEREAS, the Town’s Recreation staff provides supervisory oversight of the out-of-school summer recreational programs sponsored by the Town; and

WHEREAS, the County has agreed to engage the Town, and the Town has agreed to contract with the County, to provide an out-of-school summer recreational program in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the promises and covenants set forth below, the County and the Town hereby agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Town agrees to perform the services identified in “Schedule A,” the “Scope of Services” (hereinafter, the “Services”), which is attached hereto and is hereby made a part of this Agreement. The Town agrees to perform the Services in accordance with the terms and conditions of this Agreement. It is specifically agreed to by the Town that the County will not compensate the Town for any services not included in Schedule A without prior authorization, evidenced only by a written Change Order, Amendment or Addendum to this Agreement, which is executed by the Ulster County Executive (the “Executive”) or the Ulster County Director of Purchasing (the “Purchasing Director”), after consultation with the head of the County Department responsible for the oversight of this Agreement (the “Department Head”), and upon review by the County Attorney’s Office.

ARTICLE 2 - TERM OF AGREEMENT

The Town agrees to perform the Services **beginning June 1, 2015, and ending September 30, 2015.**

ARTICLE 3 - COMPENSATION

For satisfactory performance of the Services, or as such Services may be modified mutually by a written Change Order, Amendment, or Addendum to this Agreement, the County agrees to compensate the Town in accordance with “Schedule B, FEES, EXPENSES AND SUBMISSIONS FOR PAYMENT” which is attached hereto and is hereby made a part of this Agreement. As directed in Schedule B, the Town shall submit to the County invoices for the Services rendered. Each invoice shall be prepared in such form and supported by such documentation as the County may reasonably require. The County will pay the proper amounts due to the Town within sixty (60) days of receipt of the Town’s invoice with supporting documentation, and upon approval by the Department Head and the County Comptroller. The County will notify the Town in writing of its reasons, if any, for objecting to all or any portion of the Town’s invoice and/or supporting documentation.

A **not-to-exceed** amount of **THREE THOUSAND, NINE HUNDRED AND 00/100 (\$3,900.00) DOLLARS** has been established for the Services to be rendered by the Town. Costs in excess of the above-noted amount may not be incurred without the prior written authorization of the Executive or the Purchasing Director, after consultation with the Department Head, and evidenced only by a written Change Order, Amendment or Addendum to this Agreement. It is specifically agreed to by the Town that the County shall not be responsible for any additional costs, or costs in excess of the above-noted cost, if authorization by the Executive or the Purchasing Director is not given in writing prior to the performance of the services giving rise to such excess or additional costs.

In the event that the Town receives, from any source whatsoever, payments in consideration for the same Services provided to the County under this Agreement, the monetary obligation of the County hereunder shall be reduced by an equivalent amount, provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.

If this is an Agreement for which the Town will, in whole or in part, be compensated with New York State funds, the Town agrees to comply with Executive Order Number 38, which sets limits on state-funded administrative costs and executive compensation contracts. Executive Order Number 38 can be found at the following website address: <https://www.governor.ny.gov/executiveorder/38>.

ARTICLE 4 - EXECUTORY CLAUSE

The County shall have no liability under this Agreement to the Town or to anyone else beyond funds appropriated and available for this Agreement. The County may terminate this Agreement at the end of any fiscal year if funds are not appropriated and available for this Agreement for the following fiscal year.

The Town understands and agrees that the dollar amounts identified in this Agreement are based upon funding allocations from the State of New York (the "State") and/or the Federal government, which are the basis for any payments made by the County hereunder. In the event that the anticipated amount of funding changes, or is reduced or denied, in part or in full, the County, where appropriate, will not be liable to the Town for the difference. If the full State and/or Federal aid in reimbursement to the County for any payment made under this Agreement, by the County to the Town, is not approved for any reason whatsoever, then the County may (i) deduct and withhold from any future payment(s) an amount equal to the reimbursement denied, or (ii) otherwise recover from the Town the amount denied. It is understood that based upon changes in State aid and/or the Federal funding process, the actual amounts in this Agreement may change throughout the Term. The amounts in this Agreement will be amended to reflect the actual approved aid amounts upon notification to the County by the State and/or Federal government, as necessary.

ARTICLE 5 – REPRESENTATIONS BY THE TOWN

The Town represents that it is fully licensed (to the extent required by law), experienced and properly qualified to perform the Services to be provided under this Agreement, and that it is properly permitted, equipped, organized and financed to perform such Services.

The Town understands that it may become necessary for the County to submit to governmental agencies and/or authorities, or to a court of law, part or all of the data, analyses and/or conclusions developed as a result of its performance of these Services. The Town is aware that there are significant penalties for submitting false information to governmental agencies, including the possibility of fines and imprisonment. The Town shall be responsible for such penalties resulting from false information submitted to the County by the Town.

By signing this Agreement, the Town is attesting to the fact that neither it nor any of its employees, agents, representatives, officers, subcontractors, or any other entity or individual providing Services pursuant to this Agreement has been sanctioned, excluded, or in any other manner barred from doing business with any Federal, State, or local agency, municipality, or department. If Town or any of its officers, employees, subcontractors, or agents become excluded or barred in any manner from doing business with any Federal, State, or local agency, municipality, or department during the Term of this Agreement, the Town agrees to provide immediate and detailed notice to the County Attorney regarding such status. Any misrepresentation or false statement related to Town's status in this regard, or any failure by Town to immediately notify the County Attorney of any change in such status, shall result in immediate termination of this Agreement, in addition to such other remedies as may be provided by law, in equity, or pursuant to this Agreement.

ARTICLE 6 – CORPORATE COMPLIANCE

The Town agrees to comply with all Federal, State, and local laws, rules, and regulations governing the provision of goods and/or Services under this Agreement. In particular, the Town agrees to comply with the laws, rules and regulations of Ulster County, as well as with its Compliance Plan (the “Plan”). The Plan can be viewed at www.co.ulster.ny.us/downloads/UlsterCountyCompliancePlan.pdf. Alternatively, a hard copy of the Plan will be provided upon Town’s request. The Plan relates to the County’s compliance with relevant Federal and State fraud and abuse laws. The Town represents and warrants that it has read and understands the Plan and agrees to abide by its terms when delivering Services under this Agreement. The Town shall ensure that each individual who provides such Services under this Agreement is provided with a copy of the Plan or given access to the Plan. The County strongly encourages all healthcare providers contracting with the County to implement their own compliance programs that address each of the elements of compliance recommended by the Office of the Inspector General, as well as the elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

The County will conduct appropriate screening of providers, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned and/or excluded by any Federal or State law enforcement, regulatory, or licensing authority. The County will also verify that entities and businesses that provide and/or perform Services for the County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

The Town understands that the County has established and implemented a Corporate Compliance Program and has developed “Standards of Conduct for Ulster County Vendors and Contractors” (the “Standards”). The Standards can be accessed electronically at any time by going to www.co.ulster.ny.us/downloads/compliance.pdf. The Town represents that it has read, understands and agrees to comply with the Standards with respect to its performance pursuant to this Agreement. The hotline for reporting violations of the Standards is 1-877-569-8777.

ARTICLE 7 - INDEPENDENT CONTRACTOR

In performing the Services and incurring expenses under this Agreement, the Town shall operate as and have the status of an independent contractor, and shall not act as or be an agent of the County.

ARTICLE 8 - PERFORMANCE

The Town shall perform the Services using its own equipment and facilities wherever and whenever possible. In performing the Services, the Town shall assign qualified personnel and perform such Services in accordance with the professional standards and with the skill, diligence and quality control/quality assurance measures expected of a reputable company performing Services of a similar nature.

ARTICLE 9 - BOOKS AND RECORDS

The Town agrees to maintain separate and accurate books, records, documents and other evidence, and to employ accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 10 - RETENTION OF RECORDS

The Town agrees to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. The County, any New York State and/or Federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period.

ARTICLE 11 – AUDITING AND REPORTS

All forms or invoices presented for payment to be made hereunder, and the books, records, and accounts upon which said forms or invoices are based, are subject to audit by the County. The Town shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County, so that it may evaluate the reasonableness of the charges, and the Town shall make its records available to the County upon request. All books, forms, records, reports, cancelled checks, and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the Federal Government and/or other persons duly authorized by

the County. Such audits may include examination and review of the source and application of all funds, whether from the County, the State of New York, the Federal Government, private sources, or otherwise. The Town shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

The Town shall, within sixty (60) days of the expiration of this Agreement, submit a report to the Department Head detailing the Services provided under this Agreement. The Town further agrees to provide any additional information that the County may at any time request, upon reasonable notice to the Town. Notwithstanding the foregoing, more comprehensive and/or frequent reporting requirements as may be set forth in Schedule A will take precedence over the provisions of this paragraph.

ARTICLE 12 – NO DISCRIMINATION

As required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, including the Civil Rights Act, the Town will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status, military status, domestic violence victim status, or marital status.

If this Agreement provides for a total expenditure in excess of \$25,000.00, the Town shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on County contracts, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrade, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation

ARTICLE 13 - INSURANCE

For provision of the Services set forth herein and as may be hereinafter amended, the Town shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverage as set forth in “Schedule C”, which is attached hereto and is hereby made a part of this Agreement. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers who have been fully informed as to the nature of Services to be performed by the Town pursuant to this Agreement. Such insurers shall be of recognized financial standing, satisfactory to the County. The County shall be named as an additional insured on all commercial general liability policies with the understanding that any obligations imposed upon the insured (including, without limitation, the obligation to pay premiums) shall be the sole obligation of the Town and not those of the County. Notwithstanding anything to the contrary in this Agreement, the Town irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in Schedule C and this Article 22. The provision of insurance by the Town shall not in any way limit the Town’s liability under this Agreement.

At the time the Town submits two (2) original executed copies of this Agreement, the Town shall include certificates of insurance evidencing its compliance with these requirements and those set forth in Schedule C.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary, without right of contribution of any other insurance carried by or on behalf of the County, with respect to its interests, (ii) it shall not be cancelled or materially amended, without thirty (30) days prior written notice to the County (except in the case of cancellation for non-payment of premium, which requires fifteen (15) days prior written notice), directed to the County’s Insurance Department and the Department Head, and (iii) the County shall have the option to pay any necessary premiums to keep such insurance in effect, and charge the cost back to the Town.

To the extent it is commercially available, each policy of insurance shall be provided on an “occurrence” basis. If any insurance is not so commercially available on an “occurrence” basis, it shall be provided on a “claims made” basis, and all such “claims made” policies shall provide that:

- A. Policy retroactive dates coincide with or precede the Town’s start of the performance of Services (including subsequent policies purchased as renewals or replacements); and
- B. The Town shall maintain similar insurance for a minimum of three (3) years following final acceptance of the

Services; and

- C. If the insurance is terminated for any reason, the Town agrees to purchase for the County, an unlimited, extended reporting provision to report claims arising from the Services performed under this Agreement; and
- D. Immediate notice shall be given to the County, through the Department Head, the Ulster County Attorney's Office, and the County's Insurance Department, of circumstances or incidents that might give rise to future claims with respect to the Services performed under this Agreement.

ARTICLE 14 - INDEMNIFICATION

The Town agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Services performed by the Town, its employees, representatives, subcontractors, assignees, or agents pursuant to this Agreement, which the County, or its officials, employees, or agents may suffer by reason of any negligence, fault, act, or omission of the Town, its employees, representatives, subcontractors, assignees, or agents. The Town agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, demands, or suits are groundless, false, or fraudulent.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of the Town or an employee, representative, subcontractor, assignee, or agent of the Town, either within or without the scope of the respective employment, representation, subcontract, assignment or agency, or arising out of the Town's negligence, fault, act, or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover said claim or action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

ARTICLE 15 – FORCE MAJEURE

Neither Party hereto shall be considered in default in the performance of its obligations hereunder, to the extent that performance of any such obligation is prevented and/or delayed by any cause, existing or future, beyond the control of such Party, and which by that Party's exercise of due diligence and foresight could not reasonably have been avoided.

Upon removal of such cause, the Party affected shall resume its performance as soon as reasonably possible. The Town's financial inability to perform shall not be deemed to be an event of Force Majeure regardless of the source causing such financial inability. If the Town is so delayed in the timely performance of the Services, the Town's sole and exclusive remedy is to request that a Change Order, Amendment or Addendum to this Agreement be issued by the County and signed by the Executive or the Purchasing Director, permitting an extension of time to perform the Services in an amount equal to the time lost due to such delay. Such request shall be based upon written notice only, stating the specific nature of the claim, delivered to the Department Head promptly, but in no event later than thirty (30) days after the initial occurrence of the event giving rise to such claim. An extension of time to perform the Services may only be granted by a written Change Order, Amendment or Addendum to this Agreement, signed by the Executive or the Purchasing Director. In no event shall the County be liable to the Town or to its subcontractors, agents, assignees, or any other person or entity for damages arising out of, or resulting from, any such delays.

ARTICLE 16 - TERMINATION

The County may, by written notice to the Town, effective upon mailing, terminate this Agreement in whole or in part at any time (i) for the County's convenience, (ii) upon the failure of the Town to comply with any of the terms or conditions of this Agreement, or (iii) upon the Town becoming insolvent or bankrupt.

Upon termination of this Agreement, the Town shall comply with any and all County closeout procedures, including but not limited to:

- A. Accounting for and refunding to the County within ten (10) days, any unearned and/or unexpended funds that have been paid to the Town pursuant to this Agreement; and
- B. Furnishing to the County within ten (10) days, an inventory of all equipment, appurtenances, and property

purchased by the Town through, or provided under this Agreement, and carrying out any County directive concerning the disposition thereof; and

- C. In the event that this Agreement is terminated for the convenience of the County, the Town shall be paid for all Services rendered through the date of termination in accordance with Schedule B.

ARTICLE 17 - ENTIRE AGREEMENT

The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A, A-1, B, and C, which supersedes any other understandings or writings between or among the Parties to this Agreement.

ARTICLE 18- SURVIVING OBLIGATIONS

The Town's obligations, and those of the Town's employees, representatives, agents, subcontractors, successors and assignees, assumed pursuant to Article 7 (Representations by the Town), Article 8 (Corporate Compliance), Article 13 (Performance), Article 14 (Confidentiality), Article 15 (Ownership of Confidential Information), Article 17 (Publicity), Article 19 (Retention of Records), Article 23 (Indemnification), Article 24 (Responsibility to Correct Deficiencies), and Article 26 (Protection of County Property), shall survive completion of the Services and/or the expiration or termination of this Agreement.

ARTICLE 19 - NOTICES

Except as expressly provided otherwise in this Agreement, all notices given to any of the Parties pursuant to or in connection with this Agreement shall be in writing, shall be delivered by hand, by certified or registered mail, return receipt requested, or by Federal Express, Express Mail, or other nationally recognized overnight carrier. Except where otherwise specifically defined within this Agreement, notices shall be effective when received. Notice addresses are as follows:

<u>Town:</u> Town of New Paltz Attention: Supervisor PO Box 550 New Paltz, New York 12561	<u>County:</u> Ulster County Youth Bureau Attention: Evelyn Clarke, Director 239 Golden Hill Lane Kingston, New York 12401
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Any communication or notice regarding indemnification, termination, litigation or proposed changes to the terms and conditions of this Agreement shall be deemed to have been duly made upon receipt by both the County's Department of Youth Bureau and the Ulster County Attorney's Office at the addresses set forth herein, or such other addresses as may have been specified in writing by the County:

MAILING ADDRESS: County of Ulster Attn: County Attorney P.O. Box 1800 Kingston, New York 12402	PHYSICAL ADDRESS: County of Ulster Attn: County Attorney 244 Fair Street, 5 th Floor Kingston, New York 12401
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Either Party may, by written notice to the other Party given in accordance with the foregoing, change its address for notices.

ARTICLE 20 - MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement. Changes to Schedule A, the Scope of Services, in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Services, the Executive or the Purchasing Director, after consultation with the Department Head, executes an Addendum, Amendment or Change Order to this Agreement. The aforesaid Addendum, Amendment or Change Order shall specifically set forth the scope of such extra or additional services, the amount of compensation, and the extension of time for performance, if any, for any such extra or additional services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum, Amendment or Change Order.

ARTICLE 21 - HEADINGS AND DEFINED TERMS

The Article headings used in this Agreement are for reference and convenience only, and shall not in any way limit or amplify the terms, conditions, and provisions hereof. All capitalized terms, acronyms, and/or abbreviations shall have the meanings ascribed to them by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to enter into this Agreement as of the dates set forth below, effective as of the beginning date set forth in Article 2 above.

ULSTER COUNTY YOUTH BUREAU
(Approved as to content)

By: _____
NAME: Evelyn Clarke
TITLE: Director
DATE: _____

COUNTY OF ULSTER

By: _____
NAME: John R. Parete
TITLE: Chairman, Ulster County Legislature
DATE: _____

TOWN OF NEW PALTZ

By: _____
NAME: Susan Zimet
TITLE: Supervisor
DATE: _____

SCHEDULE A
SCOPE OF SERVICES

YOUTH EMPLOYMENT REFERRAL and RECREATION PROGRAM

1. The Town shall operate a Youth Employment Referral and Recreation Program (hereinafter referred to as the "Program") as outlined in the AGENCY-PROGRAM PROFILE (Form OCFS-5002) attached hereto as Schedule A-1.
2. The Town shall ensure that if a fee is charged, the Town must accommodate any youth who is unable to pay the fee by either offering scholarships, a tiered fee schedule or waiving the fee.
3. The Town shall ensure that no youth be denied Services because of race, creed, color, national origin, sex, sexual orientation or disability.
4. The Town agrees to self-assess its Program annually. Self-assessments shall be made available to the County upon request.
5. The Town shall submit an annual report to the Director of the County's Youth Bureau no later than September 30, 2015. The annual report shall contain completed copies of all forms provided by the County and all supporting documentation.
6. The Program outlined in this Agreement is supported by New York State Aid. The Town shall ensure all advertising of the Program, includes the following statement: "Funded by the New York State Office of Children and Family Services through the Ulster County Youth Bureau."

SCHEDULE A-1

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
AGENCY- PROGRAM PROFILE

IMPLEMENTING AGENCY:
Town of New Paltz Youth Program
PROGRAM TITLE:
Job Placement program

Projected Total Program Enrollment 40	Projected Daily Attendance
PROGRAM SUMMARY: (Maximum of 100 words) One of the many programs the NPYP offers is job placement, a program in which participants indicate if they are looking for employment. We collect applications from most local businesses and then teach teens how to fill out apps, handle themselves on interviews and conduct themselves in the workplace. The program is open to all town of New Paltz kids, middle and high school age, but we typically serve the "at-risk" population.	

PROGRAM SITES Most Significant (3 Maximum)		Assembly Dist. No.	NYS Senate Dist. No.	Local Planning Board	City Council District
Type	Address (Street, City, State, Zip)				
youth cent	220 main, 12561				

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS: (Enter number participants per gender) MALE 30 FEMALE 14

ETHNICITY: (Enter number of participants per ethnic group)	WHITE	<u>19</u>	BLACK OR AFRICAN AMERICAN	<u>12</u>	HISPANIC OR LATINO	<u>7</u>
	AMERICAN INDIAN OR ALASKAN NATIVE		ASIAN	<u>1</u>	TWO OR MORE RACES	<u>5</u>
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER					

AGES 0-4 5-9 10-14 18 15-17 23 18-20 3 21+

IS TARGET POPULATION SERVING DISCONNECTED YOUTH: No Yes
(Enter number of participants per population described)

IF "YES", Youth aging out of foster care 3 Children of incarcerated parents
Youth in the juvenile justice system who re-enter the community 1 Runaway and Homeless Youth 4

Please describe (in 100 words maximum per feature) how the program for which you are requesting funding addresses each of the Features of Positive Youth Development settings below.

Features of Youth Development Settings (School, Home and Community)	Please describe how the program for which you are requesting funding addresses each of the Features of Positive Youth Development settings.
Physical & Psychological Safety Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.	Building is well lit, in a safe neighborhood, and equipped with an emergency plan

IMPLEMENTING AGENCY:

PROGRAM TITLE:

<p>Appropriate Structure Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries, and age appropriate monitoring.</p>	<p>Rules are shared upon entry and clients are explained appropriate behavior. Staff are trained in proper discipline.</p>
<p>Supportive Relationship Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment, and responsiveness.</p>	<p>An extremely sincere and caring staff are attentive and helpful.</p>
<p>Opportunities to Belong Opportunities for meaningful inclusion, regardless of one's gender, ethnicity, sexual orientation, or disabilities; social inclusion, social engagement, and integration; opportunities for socio-cultural identity formation; and support for cultural and bicultural competence.</p>	<p>Many staff members are bilingual and everyone is trained in methods to ensure inclusion.</p>
<p>Positive Social Norms Rules of behavior, expectations, injunctions, ways of doing things, values and morals, and obligations for service.</p>	<p>Staff are trained to bring a positive attitude and engage in positive reinforcement. Space promotes positive behavior and activities.</p>

Monitoring & Evaluation Methods	(Please describe in 100 words or less)
<p>Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies and/or State and Local laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/application and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.</p>	<p>Director monitors the program to ensure efficiency. Clients are engaged for the job placement program and the director follows up with ct and employer. This experience has allowed us to tweak the program and be more effective</p>
<p>Evaluation Methods is the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how results will be used.</p>	<p>The Director, with assistance from student interns, sifts through registraion forms to understand how many kids we were successful in getting jobs. At the end of each year, the staff disucces successes and possible areas of improvement, along with feedback from both employers and kids.</p>

SCHEDULE B
FEES, EXPENSES, AND SUBMISSIONS FOR PAYMENT

1. The Town's fee for Services shall not exceed the amount of **THREE THOUSAND, NINE HUNDRED AND 00/100 (\$3,900.00) DOLLARS** for the Term of this Agreement.
2. The Town shall submit an original invoice to the County for payment on or before September 30, 2015.
3. The Town's invoice must contain, or have attached, sufficient supporting detail, as reasonably required by the County, to verify the claim on forms provided by the Ulster County Youth Bureau including, but not limited to a Program Expenditures Summary and the corresponding Program Expenditure Reports.
4. In no event shall claims be submitted in advance or accrued prior to expenditure.
5. The County will remit payment to the Town within sixty (60) days of approval of the invoice by the Director of the County's Department of Youth Bureau and the Ulster County Comptroller.
6. Notwithstanding any other term or provision of this Agreement, including this Schedule B, Town's invoices, together with all documentation required, must be promptly and timely submitted. The County reserves the right to reject payment of invoices that are submitted more than one hundred twenty (120) days after the required submission date set forth above, regardless of whether the service, work, or delivery was rendered.
7. The Town agrees to meet any additional invoicing requirements that the County may from time to time require, with reasonable notice to the Town.

SCHEDULE C
COUNTY OF ULSTER STANDARD CONTRACT INSURANCE REQUIREMENTS

CONDITIONS OF INSURANCE

Unless otherwise authorized by the Ulster County Insurance Officer, strict adherence to this schedule is required. Any deviation without prior authorization from the County's Insurance Department will result in a delay in the finalization of this Agreement.

The Vendor shall submit copies of any or all required insurance policies as and when requested by the County.

CERTIFICATES OF INSURANCE

The Vendor shall file with the County's Insurance Department, prior to commencing work under this Agreement, all proper Certificates of Insurance.

The Certificates of Insurance shall include:

- a. Name and address of Insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on the certificate
- g. Limits of liability for all policies included on the certificate
- h. "Certificate Holder" shall be the County of Ulster, P.O. Box 1800, Kingston, New York 12402-1800.

If the Vendor's insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the County shall be provided with a new certificate indicating the replacement policy information as requested above. The County requires thirty (30) days prior written notice of cancellation [fifteen (15) days for non-payment of premium] from the Insurer, its agents or representatives.

WORKERS' COMPENSATION AND DISABILITY INSURANCE

The Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide Certificates of Insurance evidencing this coverage to the County's Insurance Department.

If the Vendor is not required to carry such insurance, the Vendor must submit form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees.

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. "ACORD" forms are not acceptable proof of WC and/or DB Insurance.

WORKERS' COMPENSATION REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the Vendor) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity it is entering into a contract with. The Vendor should contact their insurance agent to obtain acceptable proof of WC coverage:

- Form C-105.2 – "Certificate of NYS Workers' Compensation Insurance" **or**
- Form U-26.3 – "Certificate of Workers' Compensation Insurance" issued by the New York State Insurance Fund **or**
- Form SI-12 – "Affidavit Certifying that Compensation has Been Secured" issued by the Self-Insurance Office of the Workers' Compensation Board if the Vendor is self-insured **or**
- Form GSI-105.2 – "Certificate of Participation in Workers' Compensation Group Self-Insurance" issued by the Self-Insurance administrator of the group **or**

- Form GSI-12 – “Certificate of Group Workers’ Compensation Group Self-Insurance” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Vendor is self-insured.

If the Vendor is not required to carry WC coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage.” This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

DISABILITY BENEFITS REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 220(8), a business entity (the Vendor) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity it is entering into a contract with. The Vendor should contact their insurance agent to obtain acceptable proof of DB Insurance Coverage:

- Form DB-120.1 – “Certificate of Insurance Coverage Under the NYS Disability Benefits Law” **or**
- Form DB-155 – “Compliance with Disability Benefits Law” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Vendor is self-insured.

If the Vendor is not required to carry DB Insurance coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage.” This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

COMMERCIAL GENERAL LIABILITY INSURANCE:

The Vendor shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the County from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the Vendor, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the Vendor to maintain such insurance in amounts sufficient to fully protect itself and the County, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

- Bodily Injury Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.
- Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.

Other Conditions of Commercial General Liability Insurance:

- a. Coverage shall be written on Commercial General Liability form.
- b. Coverage shall include:
 1. Contractual Liability
 2. Independent Contractors
 3. Products and Completed Operations
 4. Sexual Abuse/Molestation
- c. “Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

AUTOMOBILE LIABILITY INSURANCE

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the Vendor, with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**.

Coverage shall include:

- a. All owned vehicles
- b. Hired car and non-ownership liability coverage

c. Statutory No-Fault coverage

PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE INSURANCE)

If this box is checked, Professional Liability Insurance shall be provided by the Vendor in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS.**