

AGREEMENT

THIS AGREEMENT is by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health (herein referred to as “OCDMH”), hereinafter collectively referred to as the “County,” and the **City of Utica**, municipal corporation organized and existing under the laws of the State of New York, having its principal offices located at 1 Kennedy Plaza, Utica, NY, 13502, through its City of Utica Police Department, located at 413 Oriskany Street West, Utica, NY 13502, hereinafter collectively referred to as the “Provider Agency.”

WITNESSETH

WHEREAS, the County desires to establish a comprehensive and integrated system of community services within its geographical area, consistent with established statewide goals and objectives as required by Article 41 of the New York State Mental Hygiene Law (herein referred to as “MHL”) of the State of New York; and

WHEREAS, Article 41 of New York State MHL mandates and authorizes the County to enter into a series of Agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the New York State Office of Addiction Services and Supports (OASAS) has received New York State Opioid Settlement Fund (OSF) monies which are required to be distributed in accordance with New York State Mental Hygiene Law §25.18, New York State Finance Law §99-NN and statewide Opioid Settlement Agreements; and

WHEREAS, the OCDMH is responsible for managing these monies and wishes to enter into Agreement with the Provider Agency; and

WHEREAS, the Provider Agency agrees to adhere to the requirements of New York State Mental Hygiene Law §25.18, New York State Finance Law §99-NN and statewide opioid settlement Agreements; and

WHEREAS, Section 119-o of McKinney’s Consolidated Laws (herein referred to as “MCL”) of New York permits governmental agencies to enter into an Agreement with municipal corporations; and

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County; and

NOW THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree as follows:

1. **TERM:** The term of this Agreement shall be from April 1, 2025, through March 31, 2026, or until terminated according to the termination requirements contained within this Agreement.

2. **SCOPE OF SERVICES:** The Provider Agency shall provide the following services pursuant to this Agreement.

2.1 **Operate a Crisis Response Team Program:** The Provider Agency shall operate a Crisis Response Team (herein referred to as CRT) program within the City of Utica, NY. CRT is a collaboration between the Utica Police Department and a mental health specialist from The Neighborhood Center, Inc.'s Mobile Crisis Assessment Team (herein referred to as MCAT), a local non-profit organization. CRT pairs a licensed mental health professional with a police officer trained in crisis intervention, both having significant knowledge on behavioral health challenges and interventions.

a. **Services:** The CRT shall provide enhanced mental health services to individuals experiencing crisis to improve safety outcomes and reduce the need for emergency interventions, such as inpatient behavioral health admissions.

i. The CRT shall offer follow-up services to individuals who have:

a. Previously had an encounter with CRT

b. Had an RMS incident with a mental health nexus

c. Been transported via MHL, such as under sections §9.41, §9.45, §9.55, §9.58, §9.60, or §22.09.

i. Individuals who have had multiple MHL transports shall be prioritized

d. Been referred to CRT

ii. The CRT shall offer alternatives to involuntary behavioral health admissions.

iii. The CRT shall raise awareness of community services within Oneida County, which include but are not limited to services related to mental health, substance use, temporary housing, permanent/transitional housing, crisis services, domestic violence services, or Veteran/service member services.

iv. The CRT shall outreach and offer services to un-housed individuals within the City of Utica, NY where there is a suspected mental health nexus.

v. The CRT shall, if available:

a. Assist Patrol with calls for service involving a mental health nexus

- b. Assist Patrol with critical incidents
 - c. Respond to all METRO SWAT callouts involving a barricaded person, hostage rescue, and/or as requested
 - b. **Referrals:** The CRT shall receive requests or referrals from the following entities.
 - i. UPD
 - ii. Local organizations, such as behavioral health providers
 - iii. Oneida County Emergency Services through their 911 Call Center
 - iv. County departments, such as OCDMH, the Oneida County Department of Family and Community Services (herein referred to as DFCS), or the Oneida County Executive's Office.
 - v. Community members
 - c. **Staffing:** The Provider Agency shall ensure that they maintain a proper staffing composition to be able to deliver the services of this Agreement.
 - i. The Provider Agency shall maintain two full-time CRT officers through the Utica Police Department.

2.2 **Crisis Intervention Team Trainings:** The Provider Agency shall coordinate with the County and instruct Crisis Intervention Team (herein referred to as CIT) trainings to fellow officers. CIT is a 40-hour course that enhances police officers' responses to individuals experiencing crises, aiming to reduce the risk of serious injury or death during such interactions. The training emphasizes keeping individuals out of jail and facilitating access to appropriate treatment and recovery resources. During the course of instruction, officers are given instruction in several different areas, including but not limited to:

- a. Proper communications strategies when working with individuals suffering from mental illness
- b. Indicators of emotional distress
- c. Substance use and co-occurring disorders
- d. Mental illness and recovery
- e. Psychotic disorders
- f. Trauma and Post-Traumatic Stress

- g. Intellectual and/or developmental disabilities
- h. Dementia
- i. Scenario based training modules
- j. Local behavioral health resources

2.3 **Fundamental Crisis Intervention Trainings:** The Provider Agency shall instruct recruit officers in Fundamental Crisis Intervention (herein referred to as FCI) training. FCI is a 24-hour course and covers a variety of topics to include mental health and substance use disorders.

2.4 **Community Collaboration & Education:** The Provider Agency will collaborate with the community to educate individuals on the topics of mental health, crisis de-escalation, substance use, and police response.

- a. The Provider Agency shall assist the Mohawk Valley Police Academy with Recruit practical testing, to include simulated mental health incidents.
- b. The Provider Agency shall instruct in-service trainings regarding mental health to the Utica Police Department and other agencies as requested.
- c. The Provider Agency shall attend various school and community functions to educate the community about mental health.
- d. The Provider Agency shall participate in various behavioral health forums, including the Oneida County Mental Hygiene Committee.
- e. The Provider Agency shall meet with local agencies as requested and as deemed appropriate.

2.5 **New York State MHL Transportation & Education:** The Provider Agency shall execute and coordinate appropriate MHL §9.41 or §22.09 transports to local §9.39 hospitals or Comprehensive Psychiatric Emergency Program (CPEP) for individuals meeting criteria within the City of Utica, NY. Additionally, the Provider Agency shall educate the community on MHL as appropriate and as requested by the County.

3. **COMPENSATION:** For the Services rendered pursuant to this Agreement, the County shall reimburse the Provider Agency a maximum of Three Hundred Twenty-Nine Thousand Sixty-Four Dollars and Zero Cents (\$329,064.00) for the term of this Agreement.

4. **FISCAL ADMINISTRATION:** Payment will be made after submission of a duly prepared Oneida County Voucher (“Voucher”) and Invoice form to the OCDMH. Invoices submitted by the Provider Agency shall include a description of the services provided under this Agreement for the period captured in the Voucher and shall identify applicable funding type and code, as applicable. Annexed hereto and made part hereof as Appendix B is the

Provider Agency's contract budget for the term of this Agreement which contains the service lines. Annexed hereto and made part hereof as Appendix C is the Voucher form to be used. Annexed hereto and made part hereof as Appendix D is the Invoice form to be used. The Voucher and Invoice form shall coincide with the budget categories and descriptions in Appendix B. It is expressly understood that the County may not reimburse services that are not approved or listed in Appendix B.

- 4.1 The Provider Agency shall ensure that all funds associated with this Agreement comply with the Approved Uses outlined through the guidance received from OASAS through the New York Opioid Settlement Fund, annexed hereto and made part hereof as Appendix E.
 - 4.2 The Provider Agency shall ensure that all funds associated with this Agreement do not supplant any funding their organization already receives and rather supplements items to enhance their program.
 - 4.3 In the event that the County, New York State, or the Federal Government, approves or makes changes to the funding amount that is listed in Appendix B, the Provider Agency, at the request of the County, shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for costs not approved for reimbursements by the County, New York State, or the Federal Government, or for changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the Oneida County Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous Agreements between the County and the Provider Agency.
 - 4.4 The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses without written approval of the County.
5. **REPORTING REQUIREMENTS:** The Provider Agency agrees to comply with the County's contract monitoring process, which in addition to the completion and submission of quarterly progress reports (as outlined below), may include participation in contract compliance evaluations, completion of quality assurance participant surveys, and/or other measures deemed necessary by the County to ensure contract compliance.
- 5.1 **Performance Reporting:** The Provider Agency agrees to develop, and submit to the County, on the last business day of the following month at the end of each quarter (e.g. April-June report due July 31st), a quarterly progress report containing relevant contract-related performance measures, outcomes, impacts, de-identified success stories, and updates for that reporting period. After developing the

performance report, the Provider Agency shall receive approval from the County. Such report is subject to changes at the discretion of the County. The Provider Agency shall also submit a yearly report on the overall outcomes and impacts of their services, which may be shared publicly with the community.

- 5.2 **Data Sharing:** The Provider Agency shall submit to the County any and all data pertaining to the services provided through this Agreement and will produce, at minimum, monthly formal reports to OCDMH with impacts and statistics of this Agreement. The Provider Agency may also be asked to produce a yearly report that may be shared publicly. The Provider Agency shall provide increased direct and regular reporting of data to the County if requested. The Provider Agency shall present at local coalition meetings or platforms, if requested, to share progress, impact, data, and lessons learned.
- 5.3 **Disaster Response Plan:** The Provider Agency shall participate in the development of the County's Disaster Response Plan which guides responses to man-made or natural disasters. Additionally, the Provider Agency shall encourage all of its staff to take the Introduction to Incident Command System (ICS-100), which is a free online training that is used nationwide to manage incidents – regardless of size or type.
- 5.4 **Policies and Procedures:** The Provider Agency shall create and maintain appropriate policies and procedures to ensure quality services, which may include but are not limited to the topics of corporate compliance, incident reporting and other reporting requirements, criminal background checks, staffing, technology and equipment acquisitions and management, record retention, telehealth standards, financial records, fiscal review and audit process, accounting, purchasing requirements (including a general ledger), fee policy and fee-collection procedures, insurance requirements, employee manual, employee personnel records, conflicts of interest, travel, time and attendance, employee separation, performance, consultant/professional services, fundraising, Board of Directors, property leasing, real property transactions, Personal Needs Allowance (PNA) funds, Medicaid participation and compliance requirements, Consolidated Fiscal Reporting (CFR) requirements, operating certificate recertification process, etc.
 - a. The Provider Agency shall make themselves aware of and implement all required policies and procedures as it pertains to the various funding sources or regulation attached to their services.
 - b. The Provider Agency shall provide copies of applicable Policies and Procedures to the County if requested.
6. **AOT:** The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider

Agency further agrees to provide any and all required client-specific information as required by New York State and/or the County for monitoring purposes. It is expressly understood that all information sent to the County will be handled in a safe and confidential manner.

7. **AUDITING:** The County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Provider Agency which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transactions, provided that such disclosure is permitted by local, State or Federal law. The Provider Agency shall maintain all case records, all financial records, and all associated audit information for the minimum schedule as identified in the Retention and Disposition Schedule for New York Local Government Records (LGS-1) issued by the New York State Education Department. The Provider Agency shall also make such information available to the County in a format and at intervals to be determined, but, in any event, the records and information shall be available to the County upon request for audit purposes.

- 7.1 The Provider Agency shall be subject to audits from applicable New York State agencies, such as OASAS, and/or the Federal Government. The County may participate in the auditing processes – such as recertification, quality, fiscal, and environmental audits.

8. **MISCELLANEOUS:** The Provider Agency agrees to participate in the development and implementation of the Local Service Plan required by New York State Mental Hygiene Law Article 41, as well as other comprehensive planning processes for Oneida County, if requested and if appropriate – which may include, but is not limited to the Oneida County Opioid Task Force (including the Opioid Fatality Review Committee); Subcommittee participation; SPOA Committee meetings; the Oneida County System of Care; Mental Hygiene Committee Meeting; disaster activities; Threat Assessment Teams; workshops; and more. Participation may include but not necessarily be limited to: attendance at appropriate meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify Services offered by the Consultant; submission of planning reports and CON applications and/or Prior Approval and Review applications to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.

- 8.1 **Personnel Changes & Challenges:** The Provider Agency shall keep the County updated on all personnel changes as it pertains to key leadership positions or staffing requirements of this Agreement. The Provider Agency shall immediately communicate any changes and maintain a list of its preferred points of contact.

- a. The Provider Agency shall communicate any staffing challenges to the County that may impact services. The County may assist the Provider Agency in alleviating these concerns, such as distributing job postings, having technical assistance meetings to improve workforce retention, or evaluating the feasibility of service continuation.

- 8.2 **Disruption of Services:** The Provider Agency shall report to the County any current or potential disruption of services pursuant to the scope of this Agreement.
- 8.3 **Events:** The Provider Agency shall communicate to the County about any events or initiatives they host relative to this Agreement or its services and shall invite the County to attend or participate.
- 8.4 **Other:** The Provider Agency may be required to follow additional rules, regulations, guidelines, or processes depending on the type of services they operate.
9. **TERMINATION OF AGREEMENT:** Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County, State, or Federal requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent, or falsifies its records or reports, or if funds are found to be supplanting (duplicating) other Provider Agency funds, the County may terminate this Agreement effective immediately, or, at the County's option, effective at a later date, after sending notice of such termination to the Provider Agency.
- 9.1 The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency's compliance with the terms and conditions herein.
- 9.2 Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
10. **SEVERABILITY:** If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such finding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
11. **CHOICE OF LAW:** The laws of the State of New York shall govern this Agreement and jurisdiction, and venue shall lie within the County of Oneida, State of New York.
12. **CONFIDENTIALITY:** The Provider Agency shall maintain files in a confidential manner pursuant to the applicable statutes contained in MHL and any local, State or Federal statute regulating such files. Information contained in these files shall be released only in accordance with such laws and further, upon the written consent of the client being served or to the County as outlined below.
- 12.1 It is expressly understood that as a Provider Agency for the County, it may and will receive confidential information from the County and this information may have

been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.

12.2 Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:

- a. The Provider Agency shall use confidential information only as needed to perform the duties outlined in Section 2 (Scope of Services) of this Agreement. This means, among other things, that:
 - i. The Provider Agency shall only access confidential information for which there is a need to know; and
 - ii. The Provider Agency shall not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
 - iii. The Provider Agency shall not misuse confidential information or carelessly handle confidential information.
- b. The Provider Agency shall safeguard and shall not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.
- c. The Provider Agency shall report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspected activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
- d. The Provider Agency understands that the obligations under Section 12 of this Agreement will continue after termination of this Agreement and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
- e. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The County may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency shall safeguard the confidentiality of all confidential information.
- f. The Provider Agency shall be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is

expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider Agency.

- 12.3 The Provider Agency agrees not to discriminate against or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information while providing services, it shall safeguard such confidential HIV related information in accordance with New York State Law. The Provider Agency shall only disclose confidential HIV-related information in a manner consistent with the provisions of 18 NYCRR 357 and article 27-F of the New York Public Health Law. Agencies found to have discriminated against or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.
- a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information: “This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”
13. **MANDATED REPORTING:** The Provider Agency and its employees and agents, as mandated reporters, shall report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A (“Report of Suspected Child Abuse or Maltreatment”) to the local Department of Family and Community (Social) Services. The Provider Agency shall also notify the Commissioner of the OCDMH of all reports made to the Statewide Central Register.
14. **TRAINING:** The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein and shall be solely responsible for the cost of the same unless they receive written approval from the County.
15. **DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS:** To the fullest extent permitted by law, Provider Agency agrees to indemnify, defend and hold harmless the County, and its agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or

operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Provider Agency, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any equipment used by or furnished to Provider Agency, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

16. **INSURANCE:** The Provider Agency self-insures and has provided satisfactory evidence of the same to the County.
17. **WAIVER OF SUBROGATION:** Provider Agency waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile, Professional Liability/Errors and Omissions, Umbrella Liability or Workers' Compensation and Disability Benefits insurance maintained per the requirements stated above.
18. **ASSIGNMENT:** Provider Agency is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or Provider Agency's right, title, or interest in this Agreement, or Provider Agency's power to execute this Agreement, to any other person or entity without the previous consent in writing of the County.
19. **INDEPENDENT CONTRACTOR:**
 - 19.1 It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as independent contractors, covenant and agree that they shall conduct themselves in accordance with such status, that they shall neither hold themselves out as, nor claim to be officers, employees, agents, or servants of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County.
 - 19.2 Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship, or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance workers' compensation, disability insurance or social security insurance (FICA). The Provider Agency shall indemnify and hold the

County harmless from all loss liability incurred by the County as a result of the County not making such payments or withholdings.

- 19.3 If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
20. **ACCOUNT REPRESENTATIVE:** Provider Agency shall appoint, by name, a company representative who shall be responsible for servicing this Agreement. The representative shall be responsible for providing the services required to ensure that the Agreement is administered in an organized systematic manner.
21. **MEDIA & ADVERTISING:**
 - 21.1 **Advertising Award:** The Provider Agency must receive written approval from the County before advertising the award of the Agreement or the services to be provided under this Agreement. The Provider Agency agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the County.
 - 21.2 **Media:** The Provider Agency shall receive written approval from the County before utilizing the County seal and any other logo associated with the County. Final drafts of proposed media materials shall be submitted to the Department for consideration.
22. **AMENDMENTS:** As stated in Section 3.1 of this Agreement, the total amount stated above may be changed by New York State from time to time as the State changes its funding determinations. This change may necessitate an amendment of this Agreement, and such amendment may require formal approval by the County's Board of Legislators.
23. **OWNERSHIP OF DOCUMENTS/WORK PRODUCT:** It is agreed that all finished or unfinished documents, data, or reports prepared by Provider Agency under the Contract shall be considered the property of the County, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the County, will be turned over to the County.
24. **APPROPRIATIONS:** This Agreement is executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the monies appropriated and available for the purpose thereof.
25. **GOVERNING LAW:** All claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of laws. For legal

disputes, the venue shall be a court of competent jurisdiction in the County, and the Provider Agency consents to such jurisdiction.

25.1 The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.

26. **ENTIRE AGREEMENT:** It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof. Annexed hereto and made a part hereof as Appendix A (Standard Oneida County Contract Conditions), Appendix B (Provider Agency Budget), Appendix C (Oneida County Voucher), Appendix D (Oneida County Invoice), and Appendix E (OASAS Approved Uses), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

27. **ADVICE OF COUNSEL:** Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS THEREOF, the County and the Provider Agency have signed this Agreement on the day and year first above written.

COUNTY OF ONEIDA

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

Date

CITY OF UTICA

By: _____
Michael P. Galime
Mayor

Date

Approved

By: _____
Ellen Rayhill, Esq.
Assistant County Attorney