

COMMUNITY HEALTH ASSESSMENT PLAN SERVICES AGREEMENT

THIS AGREEMENT, by and between Oneida County, a municipal corporation organized and existing under the law of the State of New York, having its principal office at 800 Park Avenue, Utica, New York 13501, through its Health Department located at 185 Genesee Street, Utica, New York 13501, hereinafter collectively called the “County”, MVHS, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York having its principal office at 111 Hospital Drive, Utica, New York 13502, hereinafter called “MVHS”, and Rome Memorial Hospital, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office at 1500 North James Street, Rome, New York 13440, hereinafter called “RH;” and Research & Marketing Strategies, Inc., a business corporation organized and existing under the laws of the State of New York, having its principal office at 15 East Genesee Street, Suite 210, Baldwinsville, New York 13027, hereinafter called the “Contractor.”

WHEREAS, the County’s mission is to promote and protect the health of the community through its core functions of public health, which are to provide the community health assessment, policy development, and assurance of health services; and

WHEREAS, the County is required by the New York State Department of Health (“NYSDOH”) to conduct and submit a Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP); and

WHEREAS, MVHS and RH, as a hospital or health system, are required by the NYSDOH to conduct and submit a hospital Community Service Plan (CSP); and

WHEREAS, the County, MVHS and RH (collectively, the “Agencies”) desire to develop one assessment and one plan by working together to leverage their efforts, improve effectiveness, and reduce duplication in the assessment and planning effort, and

WHEREAS, the Agencies have deemed it beneficial to contract with the Contractor to assist in their assessment and planning; and

WHEREAS, the Contractor has the expertise, staff and capabilities to conduct the services necessary to assist the Agencies in fulfilling NYSDOH requirements.

NOW THEREFORE, the parties hereto intend to be legally bound and hereby agree as follows:

1. TERM

- a. The terms and conditions of this Agreement shall commence upon execution and shall terminate on December 31, 2025.

2. SCOPE OF SERVICES

- a. The Contractor shall conduct a Community Health Assessment and prepare a written report that shall meet the needs of the County’s required New York State Community Health Assessment and development of its Community Health Improvement Plan and will consult on the preparation of the Community Service Plan (hereinafter collectively called the “CHA/CHIP/CSP”). The Primary Market Area (PMA) for the CHA/CHIP/CSP shall be Oneida County.

- b. The Contractor shall provide guidance and consultation to the Agencies as it pertains to the completion of CHA/CHIP/CSP.
- c. The Contractor shall follow guidance as outlined in The 2025-2030 Prevention Agenda: Community Health Improvement Planning Guidance for Local Health Departments and Hospitals in New York State.
- d. The Contractor and Agencies shall collaborate and work together to outline the overall timeline and work plan of activities designed to meet state regulatory requirements. The Contractor shall submit to the Agencies a detailed project work plan that describes the activities, timeline, and individuals responsible for the CHA/CHIP/CSP.
- e. The Contractor shall assign a staff member to act as the CHA/CHIP/CSP project manager. It is expected and agreed that there shall be regular interaction between the Contractor and the Agencies. As work progresses, the Contractor and Agencies may amend the plan or timeline as necessary to complete the CHA/CHIP/CSP.
- f. The Agencies shall provide the Contractor with all NYSDOH requirements or guidance letters related to the CHA/CHIP/CSP that are necessary to complete the CHA/CHIP/CSP.
- g. The Contractor shall provide oversight to the Agencies to ensure compliance with regulatory requirements for the CHA/CHIP/CSP.
- h. The Contractor shall conduct primary data research with the community stakeholders, including a Community Key Stakeholder Conference to gain insights on key community gaps and needs and will also consider 2025-2030 Community Health Improvement Planning guidance.
- i. The Contractor shall work with the Agencies, perform the tasks and meet the milestones as set forth in its Proposal as Revised on December 20, 2024, in particular on pp 2-4 and pp 8-11, attached hereto as "Appendix A".
- j. The CHA/CHIP/CSP shall be in an editable format (i.e. Microsoft Word) and the Agencies may, after review of the CHA/CHIP/CSP, request reasonable changes or edits, which the Contractor shall provide.
- k. The Contractor shall perform other duties in support of the completion of the CHA/CHIP/CSP as mutually agreed upon by the Agencies.

3. PERFORMANCE OF SERVICES

- a. The Contractor represents that it is duly licensed (as applicable) and has the qualification, the specialized skill(s), the experience, and the ability to properly perform the services described herein: The Contractor shall use its best efforts to perform the services such that the results are satisfactory to the Agencies.
- b. The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the Agencies, and the Agencies shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the Agencies, and in compliance with any and all applicable federal, state, or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.
- c. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the respective Agencies or create obligations on the part of the respective Agencies.

4. LIAISONS

- a. The Contractor and each Agency shall provide the name and contact information of an individual to act as liaison for purposes of this Agreement.

5. FEE

- a. The Agencies shall pay to the Contractor forty-two thousand one hundred fifty dollars and no cents (\$42,150.00) pursuant to the payment schedule in paragraph 6 below. The Agencies, collectively, shall pay to the Contractor up to seven thousand five hundred dollars (\$7,500.00) for mileage, independent business expenses and optional consultation during the performance of this Agreement.

6. PAYMENT

- a. The Contractor shall electronically invoice the Agencies based upon the protocol specified herein below. The Agencies shall each individually pay to the Contractor the amount of fourteen thousand fifty dollars and no cents (\$14,050.00) with an additional up to seven thousand five hundred dollars and no cents (\$7,500.00) for mileage, independent business expenses and optional consultation pursuant to the following schedule:
 - i. The County shall pay to the Contractor fourteen thousand fifty dollars and no cents (\$14,050.00) upon execution of this Agreement and submission of an Oneida County Voucher.
 - ii. MVHS shall pay to the Contractor fourteen thousand fifty dollars and no cents (\$14,050.00) twelve (12) weeks after this Agreement is executed.
 - iii. RH shall pay to the Contractor fourteen thousand fifty dollars and no cents (\$14,050.00) upon delivery of the final CHA/CHIP/CSP.

Any costs such as mileage incurred by the Contractor during the performance of this Agreement will be submitted on an Oneida County Voucher at the end of the term of the Agreement and will be paid by the County. Thereafter, MVHS and RH shall each reimburse the County for one-third of the total amount.

7. TERMINATION

- a. This Agreement may be terminated immediately by mutual written consent of all parties.
- b. In the event the Contractor defaults in the performance of any of the Contractor's obligations under this Agreement, the Agencies may terminate this Agreement effective upon written notice served at any time upon the Contractor.
- c. Upon notice of termination, the Contractor shall immediately submit to the Agencies all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.

8. CONFIDENTIALITY

- a. The Agencies and the Contractor shall hold in strict confidence all Agencies' records and disclose information and data in such records only to persons or entities as authorized or required by law or by written consent of the appropriate representative. The Contractor further agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services from the Agencies. The Contractor shall maintain the confidentiality of all such financial and/or client information

with regard to services provided under this Agreement in conformity with the provisions of applicable federal, state, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this Agreement.

9. INSURANCE AND INDEMNIFICATION

- a. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with and insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A (excellent) rating by A.M. Best.
 - i. Commercial General Liability (“CGL”) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 1. CGL coverage shall be written on ISO Occurrence form CG 00011001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, products-completed operations, and personal and advertising injury.
 2. The Agencies shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance of self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
 - ii. Workers’ Compensation and Employers’ Liability:
 1. Statutory limits apply.
- b. Waiver of Subrogation: The Contractor waives all rights against the Agencies and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by CGL, PL, or Workers’ Compensation and Employers’ Liability insurance maintained per the requirements stated above.
- c. Certificates of insurance: prior to the start of any work, the Contractor shall provide certificates of insurance to the Agencies. Attached to each certificate of insurance shall be a copy of the additional insured endorsements that are part of the Contractor’s CGL policy. These certificates and the insurance policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Agencies.

10. RELATIONSHIP OF THE PARTIES

- a. The Contractor and Agencies agree that this Agreement does not create a principal agent relationship of any type between the Contractor and Agencies and that the Contractor shall not, by act or omission, foster any belief on the part of third parties that such relationship exists.

11. SUBCONTRACT

- a. The Contractor may not assign the Contractor’s rights or obligations under this Agreement, or subcontract with another to provide the services described in this Agreement, without prior written consent of the Agencies.

12. CHOICE OF LAW VENUE

- a. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of New York without giving effect to choice of law rules or principles. If any

party elects to commence litigation against another in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of Competent Jurisdiction sitting in Oneida County, New York or in the United States District for the Northern District of New York.

13. ENTIRE AGREEMENT

- a. The terms of this Agreement, including any attachments, amendments, addendums or appendices attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in the addenda attached hereto.
- b. No waiver, alterations or modifications of any provisions of this agreement shall be binding unless in writing and signed by the duly authorized representatives of the parties sought to be bound.

14. EXECUTION OF AGREEMENT

- a. This Agreement may be executed in counterparts, each of which is considered an original, and all of which constitute a single instrument. The words “executed,” “execution,” “signed,” “signature,” and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted in electronic format (including, but without limitation, “pdf,” “tif,” or “jpg”) and other electronic signatures (including, but without limitation, DocuSign and AdobeSign). The use of electronic signatures shall be of the same legal effect, validity, and enforceability as a manually executed signature to the fullest extent permitted by law.

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IN WITNESS WHEREOF, the Agreement has been duly executed and signed by:

ONEIDA COUNTY

DATE: _____

Anthony J. Picente, Jr., County Executive

Approved:

Ellen S. Rayhill, Assistant County Attorney

ROME MEMORIAL HOSPITAL, INC.

DATE: _____

AnneMarie Walker-Czyz, President and CEO

MOHAWK VALLEY HEALTH SYSTEM

DATE: _____

Darlene Stromstad, President and CEO

RESEARCH & MARKETING STRATEGIES, INC.

DATE: _____

Mark Dengler, President