

ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION JANUARY 11, 2012

(Correspondence relating to upcoming legislation, appointments, petitions, etc)

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2012-057	Airport	
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2012-059	Airport	
2012-060	Airport	

2012-061 . . . Health & Human Services.....
2012-062 . . . Airport, Ways & Means
2012-063 . . . Public Works, Ways & Means
2012-064 . . . Public Safety, Ways & Means

AVAILABEL ON WEBSITE ONLY

www.ocgov.net



ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

January 3, 2012

Board of Legislators
County of Oneida
800 Park Avenue
Utica, New York 13501

FN 20 12 - 009

READ & FILED

Honorable Members:

I hereby appoint Genevieve D. Messa of 5512 Maynard Park , Marcy, NY 13403 to the position of Secretary to the Board of Legislators.

This appointment is effective January 1, 2012 and will expire December 31, 2013.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

CC: Audit & Control
Personnel

Griffiss International Airport



Oneida County Department of Aviation
592 Hangar Road, Suite 200
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

W. VERNON GRAY, III
Commissioner of Aviation

December 16, 2011

FN 20 12 - 013

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Dear County Executive:

The Department of Aviation has been notified by the FAA that the radios currently being used at the airport are no longer in compliance. It is necessary to get replacement radios which will meet the current FAA specifications as soon as possible. In order to purchase the new radios it will be necessary to do a budget transfer to cover this unanticipated cost. Fortunately, it is anticipated that the Insurance and Bonding Account will have a surplus which will cover this new cost.

I therefore request your Board's approval for the following 2011 transfer of funds:


TO:		
AA# A5620.295	Dept. of Aviation – Other Equipment	\$25,600.
FROM:		
AA# A5620.412	Dept. of Aviation – Insurance and Bonding.....	\$ 25,600.

I also respectfully request you have your full Board act on this legislation at their **December 28th, 2011** meeting.

Respectfully submitted,


Vernon Gray
Aviation Commissioner

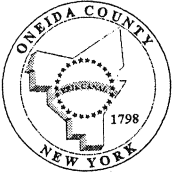
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by


Anthony J. Picente, Jr.
County Executive
Date 12/19/11

VG:dmn

CC: County Attorney
Comptroller
Budget
Department of Aviation





COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

ONEIDA COUNTY OFFICE BUILDING

800 PARK AVENUE
UTICA, NEW YORK 13501

(315) 798-5800

FAX (315) 798-2390

www.ocgov.net

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

January 4, 2012

FN 28 12 021

Mr. Gerald J. Fiorini
Chairman of the Board
Oneida County Board Of Legislators
800 Park Ave
Utica, NY, 13501

READ & FILED

Dear Mr. Fiorini:

This is to confirm that in case of an emergency the following individuals are my authorized deputies and interim successors which are appointed by incumbent.

Duly Authorized Deputy

Alfred J. Candido Jr. Chief of Staff
800 Park Avenue
Utica, NY 13501
798-5800

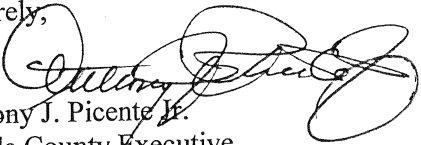
Emergency Interim Successor

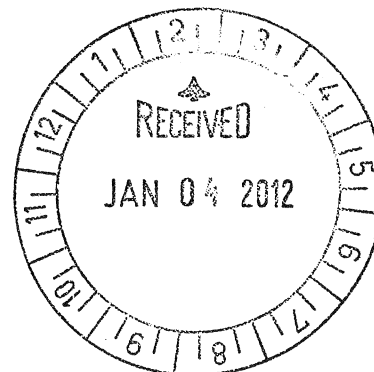
Gregory J. Amoroso County Attorney
800 Park Avenue
Utica, NY 13501
798-6082

Anthony Carvelli Commissioner of Finance
800 Park Avenue
Utica, NY 13501
798-5750

This shall remain in effect until further notice.

Sincerely,


Anthony J. Picente Jr.
Oneida County Executive





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Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

FN 20 12-22

READ & FILED

January 6, 2012

Oneida County
Board of Legislators
800 Park Avenue
Utica, New York 13501

Honorable Members:

Pursuant to the Rules of the Board, I hereby appoint County Legislator **Patrick H. Brennan, R-3 to serve as Parliamentarian** of the Oneida County Board of Legislators for the 2012-2013 term.

This appointment is effective immediately and will expire on December 31, 2013.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF:pp



ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

January 9, 2012

Oneida County
Board of Legislators
800 Park Avenue
Utica, New York 13501

FN 20 12 - 23

READ & FILED

Honorable Members:

I hereby have made appointments to the standing committees of the Board per the attached list.

These appointments are effective immediately and will expire on December 31, 2013.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF:pp

Attach.

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader



ONEIDA COUNTY BOARD OF LEGISLATORS

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Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

STANDING COMMITTEES 2012-2013

1/9/12

AIRPORT (Oversees Operations at Griffiss Airport)

DAVID WOOD, CHAIR
GEORGE JOSEPH, VICE CHAIR
CHAD DAVIS, VICE CHAIR
Emil Paparella
James D'Onofrio
Brian D. Miller
Brian Mandryck*
Joseph Furgol
Philip Sacco
Michael Clancy
Blank (for whoever is appointed – Dem)

ECONOMIC DEVELOPMENT & TOURISM (Economic, industrial and rural development, Tourism Promotion/development; Union Station, Planning Department, MVCC, Cornell Cooperative Extension Farmland Protection Board, related agricultural issues and programs)

EDWARD P. WELSH, CHAIR
EMIL PAPARELLA, VICE CHAIR
ROSE ANN CONVERTINO, VICE CHAIR
Howard Regner
Les Porter
James D'Onofrio
George Joseph
Norman Leach
Philip Sacco*
Peter Caruso
Franklin Davis
Frank Tallarino

GOVERNMENT OPERATIONS

(Includes County Executive, County Attorney
Personnel, Workers Compensation, County Clerk,
Board of Elections, Audit & Control, Budget, Finance
Department and all other County Departments not
Specifically covered by another committee)

MICHAEL WATERMAN, CHAIR
NORMAN LEACH, VICE CHAIR
PETER CARUSO, VICE CHAIR
Brian Mandryck
Edward Welsh
Ronald Townsend
Robert Koenig
Chad Davis
David Gordon
Harmony Speciale
Blank (for whoever is appointed – Dem)

HEALTH & HUMAN SERVICES

(Includes Department of Social Services, Public Health
Department and environmental health concerns, Mental
Health, Office for the Aging, Veterans Affairs,
Workforce Development, Youth Programs and Coroners)

EMIL PAPARELLA, CHAIR
BRIAN MANDRYCK, VICE CHAIR
ROSE ANN CONVERTINO, VICE CHAIR
Les Porter
Robert Koenig
Howard Regner
Ronald Townsend
Harmony Speciale
Franklin Davis
Daniel Trevisani
David Gordon

1/9/12

PUBLIC SAFETY

(Includes District Attorney, Sheriff, Law Enforcement Building, Probation, Public Defenders, all Courts, Jurors, 911, Stop DWI, Traffic Safety and related Services)

RICHARD FLISNIK, CHAIR
BRIAN MILLER, VICE CHAIR
JOSEPH FURGOL, VICE CHAIR
Michael Waterman
Norman Leach
Ronald Townsend
Patrick Brennan
Peter Caruso
William Goodman
Daniel Trevisani
Franklin Davis

PUBLIC WORKS

(Includes Department of Public Works, County Lands and Buildings, Water Quality and Water Pollution Control, Soil & Water, soil conservation)

BRIAN MILLER, CHAIR
DAVID WOOD, VICE CHAIR
FRANK TALLARINO, VICE CHAIR
Michael Waterman
Edward Welsh
George Joseph
Richard Flisnik
Patrick Brennan
Michael Clancy
Chad Davis
Philip Sacco
Joseph Furgol

WAYS & MEANS

(Acquisition & Contract, Salaries, Budget Review, Local Laws, County Charter and Administrative Code, Board of Legislators, Rules of the Board of Legislators, All pending dockets that come before the Board of Legislators)

LES PORTER, CHAIR
GEORGE JOSEPH, VICE CHAIR
WILLIAM GOODMAN, VICE CHAIR
Brian Miller
James D'Onofrio
David Wood
Emil Paparella
Richard Flisnik
Rose Ann Convertino
Michael Clancy
Chad Davis
Frank Tallarino



January 4, 2012

FN 20 12-24

Mikale Billard
Clerk of the Board
Oneida County Legislators
800 Park Avenue
Utica NY 13501

READ & FILED

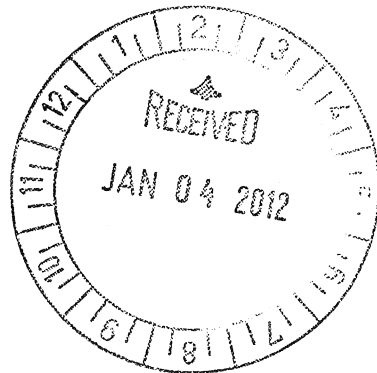
Dear Mr. Billard,

Per our contract with Oneida County, enclosed please find copies of our Promotional and Operational Budgets for fiscal year October 1, 2011 thru September 30, 2012 as approved by the Board of Directors. A combined overview is also enclosed for your reference.

Please accept my apology for the delay in submittal. We were awaiting a determination on Matching Funds from ILNY which held up our budget process.

Respectfully Submitted,


Kelly Blazosky
President





PROMOTIONAL	2011/2012 Budget
Revenues	
Private Sector	10,000.00
NYS Matching Funds	38,968.00
Travel Guide Advertising	30,000.00
Interest Matching Funds	50.00
Schuyler	12,000.00
Total Revenues	<u>91,018.00</u>
 Expenses	
Salaries-Promotional	158,220.00
Salaries-Schuyler	14,200.00
Payroll Taxes	17,300.00
Advertising	178,725.00
Advertising-Matching Funds	32,936.00
Agency Fees (Marketing & PR)	60,000.00
Booth-Other Expenses	15,000.00
Brochure Distribution	7,000.00
Employee Benefits	14,500.00
401k Expenses	3,360.00
Central Region TPA-Matching Funds	5,000.00
Office Expense-Promotional	1,000.00
Postage-Promotional	16,500.00
Printing	15,000.00
Printing-Matching Funds	40,000.00
Photos & Film Shoots	5,000.00
Promotional Items	4,000.00
Research	4,500.00
Schuyler other	100.00
Special Projects	15,000.00
Telephone	6,000.00
Tourism Promotion Grants 2012	81,825.00
Travel Guide Design	24,000.00
Travel & Entertainment	15,000.00
Travel & Convention Shows	30,000.00
Website Development & Mtnc	11,000.00
Total Expenses	<u>775,166.00</u>
Net Income	<u>(684,148.00)</u>



OPERATIONAL

2011/2012 Budget

Revenues

Room Tax	803,365.00
Room Tax Restricted for Grants 2012	81,825.00
Room Tax Restricted for Grants 2013	(40,000.00)
Interest-Money Market	500.00
Interest-Capital Account	10.00
Interest-Bank of Utica	15.00
Misc.	1,000.00
	<hr/>
Total Revenues	846,715.00

Expenses

Salaries-Operational	55,760.00
Payroll Taxes	5,300.00
Auto Expense	2,400.00
County Collection Fee	30,056.00
Depreciation	10,000.00
Dues	7,000.00
Insurance	5,600.00
Employee Benefits	5,500.00
401k Expenses	1,700.00
Payroll Processing	4,500.00
Central NY Region-Administrative	750.00
Miscellaneous	2,000.00
Office Expense	16,000.00
Postage	3,000.00
Professional Fees	6,000.00
Rent	1.00
Staff Development	1,000.00
Telephone	6,000.00
	<hr/>
Total Expenses	162,567.00
	<hr/>
Net Income	684,148.00



Combined 2011/2012 Budget Overview

Revenue	Operations	846,715.00
	Promotions	<u>91,018.00</u>
	Total Revenue	<u><u>937,733.00</u></u>
Expenses	Operations	162,567.00
	Promotions	693,341.00
	Tourism Grants	<u>81,825.00</u>
	Total Expenses	<u><u>937,733.00</u></u>

Overview Breakdown		% of Budget
Advertising/Promotions	503,061.00	54%
Operations	99,607.00	11%
Grants	81,825.00	9%
Salaries	228,180.00	24%
Benefits	<u>25,060.00</u>	3%
	<u><u>937,733.00</u></u>	

Submitted by: Kelly Blazosky, President
 Oneida County Tourism
 315.724.7221
kelly@oneidacountytourism.com



ONEIDA COUNTY BOARD OF LEGISLATORS

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Majority Leader

Frank D. Tallarino
Minority Leader

January 6, 2012

FN 20 11 - 25

Board of County Legislators
County of Oneida
800 Park Avenue
Utica, New York 13501

READ & FILED

Ladies and Gentlemen:

Pursuant to the Rules of the Board, I hereby appoint County Legislator **Edward P. Welsh, R-21 to serve as Vice Chair** of the Oneida County Board of Legislators for the 2012-2013 term of the Board.

Said appointment shall be effective immediately and shall expire on December 31, 2013.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF:pp

ONEIDA-HERKIMER SOLID WASTE AUTHORITY

BOARD MEMBERS

Donald Gross, Chairman
Neil C. Angell, Vice Chairman
Harry A. Hertline, Treasurer
Vincent A. Casale
Alicia Dicks

James M. D'Onofrio
Barbara Freeman
Kenneth A. Long
Robert J. Roberts, III
James M. Williams

William A. Rabbia, Executive Director
Peter M. Rayhill, Authority Counsel
Jodi M. Tuttle, Authority Secretary

December 22, 2011

Mr. Mikale Billard
Clerk
Oneida County Board of Legislators
800 Park Ave.
Utica, NY 13501

FN 20 12-26

READ & FILED

Dear Mr. Billard:

Please find enclosed for your information and file a copy of the adopted 2012 budget for the Oneida-Herkimer Solid Waste Management Authority. This is being forwarded to you pursuant to Article IX, Section 9.2 of the Authority Bylaws and the Public Authorities Accountability Act of 2005.

If you have any questions, please contact me at (315)733-1224.

Sincerely,



William A. Rabbia
Executive Director

WAR/jmt

**ONEIDA-HERKIMER
SOLID WASTE
AUTHORITY**

2012

ADOPTED BUDGET

ONEIDA-HERKIMER SOLID WASTE AUTHORITY

BOARD MEMBERS

Donald Gross, Chairman
Neil C. Angell, Vice Chairman
Harry A. Hertline, Treasurer
Vincent A. Casale
Alicia Dicks

James M. D'Onofrio
Barbara Freeman
Kenneth A. Long
Robert J. Roberts, III
James M. Williams

William A. Rabbia, Executive Director
Peter M. Rayhill, Authority Counsel
Jodi M. Tuttle, Authority Secretary

Introductory No. 27

Resolution No. 27

Introduced by: Mr. Hertline
Seconded by: Mr. Angell

RE: APPROVAL OF 2012 ONEIDA-HERKIMER SOLID WASTE MANAGEMENT AUTHORITY BUDGET AND 2012 RATE SCHEDULE AND THE 2012-2013 SOLID WASTE COLLECTION AND DISPOSAL PERMIT RULES AND REGULATIONS

WHEREAS, the Authority commenced the budget preparation process in August; and

WHEREAS, the Finance Committee of the Board of Directors reviewed financial information, revenue estimates, and expenditure requests and the Committee evaluated alternatives and compiled a proposed budget for 2012; and

WHEREAS, the proposed budget for the Oneida-Herkimer Solid Waste Management Authority for 2012 was distributed on October 28, 2011 in conformance with the Public Authorities Accountability Act, the Authority statute and bylaws; and

WHEREAS, the proposed budget has been available for public comment since October 28, 2011 and it was also the subject of a public briefing at the Authority meeting on November 21, 2011; and

WHEREAS, a public hearing was held on December 19, 2011 to receive and consider public comment on the proposed budget; and

WHEREAS, all other provisions of the Public Authorities Accountability Act, Authority statute and bylaws were met with respect to the proposed budget; and

WHEREAS, the proposed budget for the Authority covers the revenues and expenditures for the Administrative function, the Western Transfer Station, the Eastern Transfer Station, the Green Waste Compost Facility, the Recycling Center, the Household Hazardous Waste Facility, Debt Service, the Regional Landfill Facility, the Utica collection function, the Ilion collection function, the Frankfort collection function, the Mohawk collection function, the Dolgeville collection function and the Herkimer collection function; and

Introductory No. 27

Resolution No. 27

Page 2

WHEREAS, the Authority is continuing a system of fees and charges which meet all its obligations and support its functions and also provide direct economic incentives to maximize recycling; now, therefore, be it

RESOLVED, that the Authority hereby adopts the 2012 budget as attached; and be it further

RESOLVED, the attached schedule of charges be adopted for Authority Services for 2012; and be it further

RESOLVED, that the Authority hereby approves the 2012-2013 Solid Waste Collection and Disposal Permit Rules and Regulations as attached; and be it further

RESOLVED, that the Authority reserves the right to establish or amend fees, as it may deem necessary, at a later date.

Adopted by the following vote:

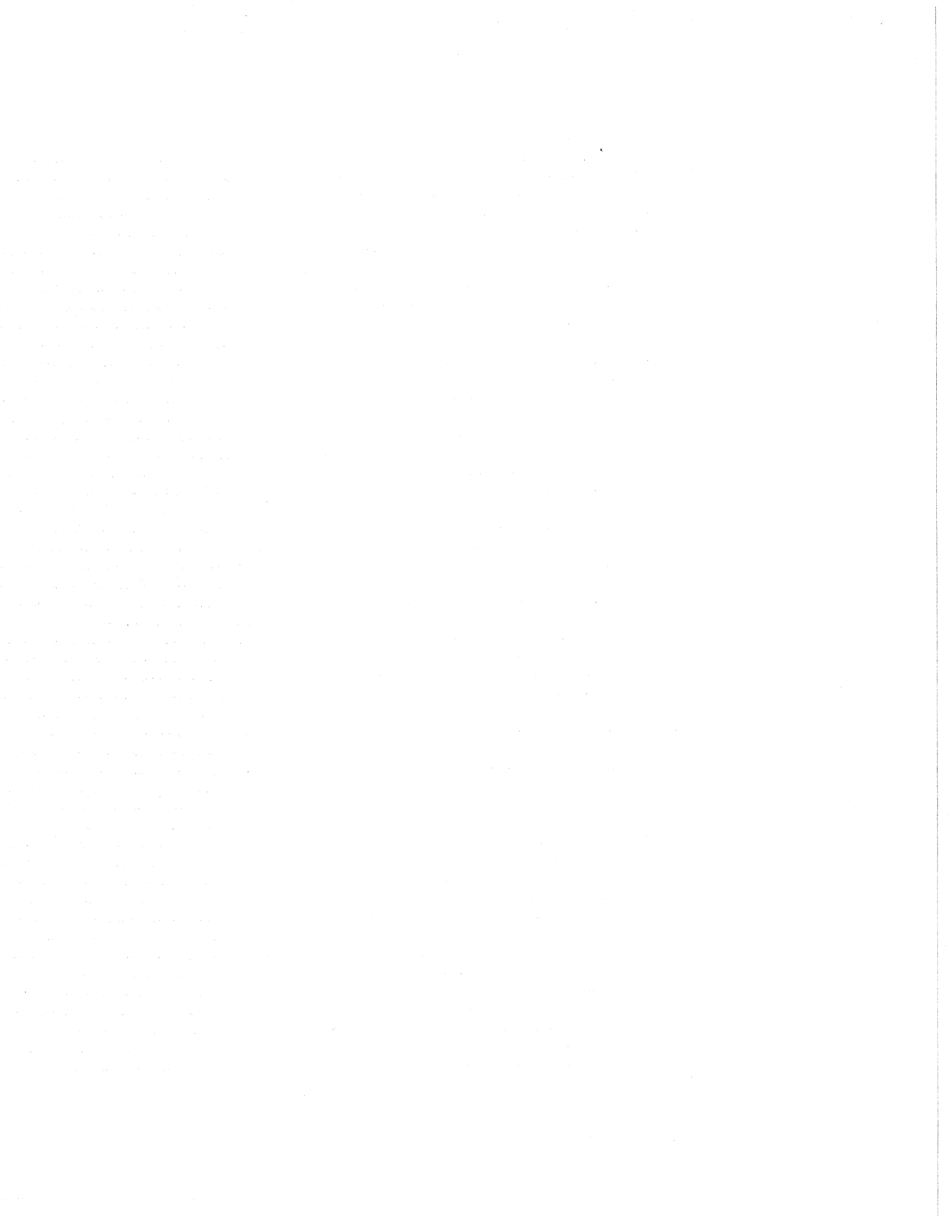
AYES_9_ NAYS_0_

Absent for vote: Mr. D'Onofrio

Dated: December 19, 2011

2012 ADOPTED FEE SCHEDULE WASTE CLASS	CONTRACT PERMITTED HAULER RATE PER TON OR RATE PER ITEM	NON-CONTRACT PERMITTED HAULER RATE PER TON OR RATE PER ITEM	RESIDENT RATE PER TON OR RATE PER ITEM
Municipal Solid Waste (MSW) [Non-Recyclable Waste]	\$72.15	\$115.00	\$72.15
Local Solid Waste (LSW) [Non-Recyclable Waste]	\$63.00	N/A	N/A
Sludge	\$72.15	\$115.00	N/A
Construction & Demolition (C&D)	\$58.00	\$115.00	\$58.00
C&D Trucking & Disposal Roll-Off	\$73.00	N/A	N/A
C&D Trucking & Disposal Trailer	\$58.00	N/A	N/A
C&D - Trailer Direct Haul	\$50.00	N/A	N/A
Waste Mixed with 25% Recyclables	\$144.30	\$230.00	\$144.30
Select C&D	\$25.00	N/A	\$25.00
Clean Wood Pallets	\$15.00	\$15.00	\$15.00
Direct Haul Special Waste	\$55.00	\$87.00	N/A
Direct Haul Asbestos (1 ton minimum)	\$120.00	\$159.00	N/A
Direct Haul Bulk Asbestos (> 8,000 tons per year)	\$100.00	\$140.00	N/A
ADC/Contaminated Soil – Regional Landfill Cover	\$15-\$30	N/A	N/A
System Recyclables	\$0.00	\$49.00	\$0.00
Out of Region Mixed Recyclables	\$27.00	N/A	N/A
Out of Region Container Recyclables	\$49.00	N/A	N/A
Recyclables Mixed with Unacceptable Material	\$72.15	\$115.00	\$72.15
Green Waste Compost Disposal	\$15.00	\$18.50	\$5.00 Flat Fee P/U Truck/Trailer
Green Waste Compost Disposal - Minimum Charge	\$5.00	\$5.00	Small Load - No Charge
Bulk Compost Out - Large P/U Truck (we load)	N/A	N/A	\$20.00 Flat Fee
Bulk Compost Out - Small P/U Truck (we load)	N/A	N/A	\$15.00 Flat Fee
Bulk Compost Out - Less than 100 yd. (we load)	N/A	N/A	\$15.00 Per Yard
Bulk Compost Out - Greater than 100 yd. (we load)	N/A	N/A	\$12.00 Per Yard - By Appointment Only
Stumps, Root Balls & Oversized Limbs	\$15.00	\$18.50	N/A
Tires up to 16" (Per Tire)	\$2.50	\$3.00	\$2.50
Tires 700 to 900 Series (Per Tire)	\$4.50	\$5.50	\$4.50
Tires 900 to 11.20 Series (Per Tire)	\$12.50	\$15.50	\$12.50
Tractor Tires (Per Tire)	\$20.00	\$25.00	\$20.00
Tires Bulk	\$190.00	\$235.00	\$190.00
Tires on a Rim Add for Each	\$2.00	\$2.00	\$2.00
Household White Goods (i.e. Washers) Per Item	\$0.00	\$0.00	\$0.00
Household Items w/CFCs (i.e. Freezers) Per Item	\$10.00	\$15.00	\$10.00
35-Gallon Bag of MSW	N/A	N/A	\$2.00
One Bulk Item (i.e. Chair/Sofa/Table)	N/A	N/A	\$5.00
Minimum Load Charge - MSW 0 to 250 lbs.	\$10.00 Flat Fee	\$15.00 Flat Fee	\$10.00 Flat Fee
Minimum Load Charge - MSW 251 to 500 lbs.	\$18.00 Flat Fee	\$28.75 Flat Fee	\$18.00 Flat Fee
Minimum Load Charge - MSW 501 to 750 lbs.	\$27.50 Flat Fee	\$43.25 Flat Fee	\$27.50 Flat Fee
Minimum Load Charge - MSW 751 to 1,000 lbs.	\$36.00 Flat Fee	\$57.50 Flat Fee	\$36.00 Flat Fee
Minimum Load Charge - LSW 0 to 250 lbs.	\$8.00 Flat Fee	N/A	N/A
Minimum Load Charge - LSW 251 to 500 lbs.	\$16.00 Flat Fee	N/A	N/A
Minimum Load Charge - LSW 501 to 750 lbs.	\$24.00 Flat Fee	N/A	N/A
Minimum Load Charge - LSW 751 to 1,000 lbs.	\$31.50 Flat Fee	N/A	N/A
Minimum Load Charge - C & D 0 to 250 lbs.	\$10.00 Flat Fee	\$15.00 Flat Fee	\$10.00 Flat Fee
Minimum Load Charge - C & D 251 to 500 lbs.	\$14.50 Flat Fee	\$28.75 Flat Fee	\$14.50 Flat Fee
Minimum Load Charge - C & D 501 to 750 lbs.	\$22.00 Flat Fee	\$43.25 Flat Fee	\$22.00 Flat Fee
Minimum Load Charge - C & D 751 to 1,000 lbs.	\$29.00 Flat Fee	\$57.50 Flat Fee	\$29.00 Flat Fee
Penalty for Untarped Loads	\$10.00	\$10.00	\$10.00
Manually Removing Frozen Loads	\$0.00	\$25.00	N/A
Vehicle Weight Fee	\$5.00	\$10.00	\$5.00

MSW = Municipal Solid Waste (Non-Recyclable Waste)
LSW = Local Solid Waste (Non-Recyclable Waste)
ADC = Alternate Daily Cover
C&D = Construction & Demolition Debris
T&D = Trucking & Disposal
N/A = Non-Applicable



ADOPTED 2012 AUTHORITY REVENUES				
CATEGORY	2010 BUDGET	2011 SIX MONTHS ACTUAL	2011 ADOPTED BUDGET	2012 ADOPTED BUDGET
System Tipping Fee (STF)	\$18,205,737	\$8,104,050	\$18,258,200	\$17,245,000
Sale of Recyclables	\$1,665,000	\$1,548,837	\$1,600,000	\$2,300,000
Recyclable Processing Fees	0	\$40,509	\$80,000	\$55,000
Compost Tipping Fees	\$168,000	\$48,870	\$148,000	\$130,000
Interest Earnings	\$385,000	\$218,051	\$410,000	\$420,000
Recycling Fees-Tires	\$145,000	\$67,548	\$125,000	\$125,000
Bottle Redemption	\$40,000	\$25,558	\$38,600	\$0
Department Transfers	\$132,200	\$49,600	\$98,200	\$89,000
HHW Grant	\$71,563	\$52,594	\$60,000	\$50,000
CESQG Fees	\$45,500	\$19,958	\$46,000	\$42,000
Sale of Equipment	\$25,000	\$65,200	\$15,000	\$15,000
Discounts	(\$20,000)	(\$5,588)	(\$17,000)	(\$17,000)
Penalties	\$5,000	\$2,294	\$2,000	\$2,000
Permits	\$5,000	\$1,140	\$5,000	\$20,000
Sale of Compost	\$120,000	\$57,126	\$95,000	\$81,000
Miscellaneous Income	\$55,000	\$85,011	\$50,000	\$50,000
Landfill Gas Revenues	\$0	\$0	\$25,000	\$100,000
Sale of Carbon Credits		\$29,948	\$0	\$300,000
Electronics Recycling		\$0	\$0	\$18,000
Subtotal	\$21,048,000	\$10,380,758	\$21,039,000	\$21,025,000
ADOPTED 2012 LOCAL GOVERNMENT REVENUES				
CATEGORY	2010 BUDGET	2011 SIX MONTHS ACTUAL	2011 ADOPTED BUDGET	2012 ADOPTED BUDGET
Toter Revenue	\$618,000	\$320,024	\$621,500	\$630,700
Sale of Bags	\$2,054,500	\$1,009,946	\$2,034,400	\$2,039,400
User Fees	\$2,075,000	\$965,458	\$2,055,000	\$2,055,000
Interest Earnings	\$35,200	\$4,298	\$20,400	\$10,400
Penalties	\$30,000	\$20,751	\$39,000	\$39,000
Miscellaneous Income	\$279,300	\$3,831	\$264,700	\$166,500
Subtotal	\$5,092,000	\$2,324,308	\$5,035,000	\$4,941,000
TOTAL REVENUES	\$26,140,000	\$12,705,066	\$26,074,000	\$25,966,000

ADOPTED 2012 AUTHORITY EXPENSES				
CATEGORY	2010 AMENDED BUDGET	2011 SIX MONTHS ACTUAL	2011 AMENDED BUDGET	2012 ADOPTED BUDGET
Salaries & Wages	\$3,052,379	\$1,571,692	\$2,945,044	\$3,093,061
Overtime/Shift Differential	\$203,000	\$110,316	\$215,100	\$212,500
Other Fees & Services	\$955,925	\$272,870	\$567,500	\$629,000
Temporary Labor	\$123,000	\$102,910	\$110,000	\$5,000
Office Equipment & Supplies	\$43,800	\$14,351	\$35,700	\$37,200
Insurance	\$138,750	\$55,662	\$126,200	\$122,500
Rent/Lease of Equipment	\$27,000	\$14,083	\$23,700	\$27,700
Utilities	\$353,800	\$178,321	\$324,800	\$339,000
Telephone	\$36,500	\$16,322	\$35,700	\$36,200
Postage/Shipping	\$16,100	\$6,687	\$16,500	\$16,000
Training	\$20,000	\$5,301	\$18,500	\$19,000
Public Information	\$51,000	\$95,007	\$190,000	\$50,000
Uniforms & Safety	\$35,000	\$13,593	\$29,000	\$28,000
Auto Supplies/Repairs	\$197,400	\$97,040	\$166,500	\$180,500
Travel	\$18,000	\$9,135	\$18,000	\$19,000
Gas & Oil	\$956,230	\$525,697	\$1,025,720	\$1,105,153
Materials & Supplies	\$271,500	\$104,477	\$192,500	\$242,500
Maintenance Service Contracts	\$121,000	\$73,303	\$129,300	\$149,500
Transportation	\$2,201,000	\$1,191,941	\$2,708,000	\$2,356,000
Disposal Fees	\$250,000	\$210,251	\$295,000	\$270,000
Host Community Fee	\$638,000	\$293,567	\$697,000	\$697,000
Other Expenses	\$327,500	\$111,218	\$279,500	\$294,000
Retirement	\$228,267	\$255,514	\$511,028	\$614,835
Social Security	\$249,036	\$121,492	\$240,833	\$252,876
Workers Compensation	\$82,442	\$41,805	\$86,500	\$106,700
Health Insurance	\$748,570	\$376,998	\$797,000	\$766,000
GASB 45 Contribution	\$77,000	\$75,000	\$80,000	\$100,000
Debt Service	\$6,684,000	\$801,699	\$6,684,000	\$7,171,500
Capital Projects	\$416,500	\$0	\$292,750	\$245,000
Depreciation	\$0	\$2,001,484		\$0
Reserves	\$2,255,000	\$270,000	\$2,190,000	\$1,665,000
Contingency	\$270,301	\$0	\$7,625	\$174,275
TOTAL EXPENSES	\$21,048,000	\$9,017,736	\$21,039,000	\$21,025,000

ADOPTED 2012 LOCAL GOVERNMENT EXPENSES				
CATEGORY	2010 AMENDED BUDGET	2011 SIX MONTHS ACTUAL	2011 ADOPTED BUDGET	2012 ADOPTED BUDGET
Salaries & Wages	\$230,987	\$109,090	\$221,296	\$229,257
Overtime/Shift Differential	\$7,000	\$8,300	\$15,000	\$16,000
Other Fees & Services	\$262,000	\$156,459	\$263,800	\$271,100
Temporary Labor	\$1,500	\$0		\$1,000
Office Equipment & Supplies	\$5,000	\$725	\$3,000	\$2,000
Insurance	\$24,800	\$11,082	\$22,000	\$22,000
Rent/Lease of Equipment	\$35,300	\$18,072	\$35,600	\$37,100
Utilities	\$0	\$0	\$0	\$0
Telephone	\$1,000	\$196	\$500	\$500
Postage/Shipping	\$13,000	\$8,872	\$13,000	\$15,000
Training	\$0	\$0	\$0	\$0
Public Information	\$5,000	\$0	\$2,000	\$2,000
Uniforms & Safety	\$1,000	\$928	\$1,000	\$1,000
Auto Supplies/Repairs	\$4,000	\$3,007	\$3,500	\$5,000
Travel	\$0	\$122	\$0	\$0
Gas & Oil	\$17,500	\$3,087	\$8,000	\$9,000
Materials & Supplies	\$0	\$63	\$0	\$0
Maintenance Service Contracts	\$0	\$0	\$0	\$0
Transportation	\$0	\$0	\$0	\$0
Disposal Fees	\$1,766,500	\$825,481	\$1,770,000	\$1,747,000
Collection Fees	\$2,180,550	\$1,105,458	\$2,212,230	\$2,120,720
Other Expenses	\$83,200	\$35,658	\$79,747	\$73,200
Retirement	\$25,200	\$18,431	\$36,862	\$45,618
Social Security	\$18,206	\$10,077	\$18,077	\$18,436
Workers Compensation	\$9,059	\$3,146	\$7,000	\$7,000
Health Insurance	\$31,430	\$19,872	\$45,000	\$45,000
Debt Service	\$16,000	\$8,000	\$16,000	\$16,000
Capital Projects	\$33,500	\$0	\$4,250	\$0
Depreciation	\$0	\$24,231	\$0	\$0
Reserves	\$0	\$0	\$0	\$0
Contingency	\$31,268	\$0	\$7,138	\$6,069
Transfers to Other Departments	\$94,000	\$30,000	\$60,000	\$61,000
Bad Debt	\$195,000	\$96,637	\$190,000	\$190,000
TOTAL EXPENSES	\$5,092,000	\$2,496,994	\$5,035,000	\$4,941,000

**2012 Adopted
Capital Plan**

	2012	2013	2014	2015	2016
Recycling Center					
Fleet Maint. Pick-Up Truck				\$34,000	
Roll-Off Boxes			\$10,000	\$12,000	\$12,000
Schuler Highway Repairs	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Skid Steer Loaders			\$35,000		
Heavy Duty Pick-Up Truck			\$32,000		
Loader		\$150,000			
Conveyors					\$10,000
Roll-Off/Rail Truck			\$130,000		
Scale Deck			\$80,000		
RC Total	\$25,000	\$175,000	\$312,000	\$71,000	\$47,000
Administration					
Capital Reserve			\$150,000	\$150,000	\$150,000
4WD Pick-Up Truck			\$30,000		
Handicap Lift				\$30,000	
Car/SUV			\$30,000	\$30,000	
Computer System Upgrades			\$15,000		\$10,000
Parking Lot/Sidewalk Repair				\$40,000	
Food Waste Compost (2)	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Interior Renovation/AC Upgrade			\$10,000		
Admin. Total	\$5,000	\$5,000	\$240,000	\$255,000	\$165,000
Regional Landfill					
Crew Truck			\$40,000		
LF Compactor					\$875,000
LGP Dozer				\$350,000	
Pick-Up Truck		\$38,000			
Utility Vehicle	\$12,250				
Rock Truck					
Water Truck		\$30,000			
Fuel Truck		\$30,000			
Cell Construction			\$5,500,000		
Closure/Partial			\$960,000		
Roller (Used)			\$40,000		
Dump Trailer	\$60,000				
Government Surplus Equipment	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Landfill Gas System Expansion	\$132,000	\$132,000	\$132,000	\$132,000	\$132,000
RLF Total	\$209,250	\$235,000	\$6,677,000	\$487,000	\$1,012,000

**2012 Adopted
Capital Plan**

	2012	2013	2014	2015	2016
Eastern Transfer Station					
Govt. Surplus Equip	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Schuler Highway Repairs	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Roll-Off Truck			\$140,000		
Excavator					\$225,000
Tip Floor Work			\$75,000		
Overhead Doors			\$25,000	\$25,000	
Ventilation			\$5,000		
Loader			\$190,000		
ETS Total	\$30,000	\$30,000	\$465,000	\$55,000	\$255,000
Western Transfer Station					
Govt. Surplus Equip	\$5,000	\$5,000	\$5,000	\$5,000	
Excavator			\$225,000		
Loader		\$200,000			
Tip Floor Repair					\$80,000
Overhead Door Repair/Replacement/Translucent Panels			\$75,000		
Paving			\$20,000		
Roll-Off Box			\$5,000	\$5,500	
WTS Total	\$5,000	\$205,000	\$330,000	\$10,500	\$80,000
Green Waste Compost					
Grinder w/Trade-In			\$450,000		
Screen w/Trade In		\$220,000			
Loader	\$180,000				
GWC Total	\$180,000	\$220,000	\$450,000	\$0	\$0
Household Hazardous Waste					
Hazardous Unit Grates (4)			\$60,000		
Hazardous Storage			\$60,000		
HHW Total	\$0	\$0	\$120,000	\$0	\$0
Utica Waste Collection					
Dump Vehicle		\$42,000			
Pickup Truck				\$30,000	
Roll-Off Box			\$5,000	\$5,500	
2 - 25cy Packer Trucks			\$285,000		
UWC Total	\$0	\$42,000	\$290,000	\$35,500	\$0
TOTAL CAPITAL PLAN	\$454,250	\$912,000	\$8,884,000	\$914,000	\$1,559,000
Closure/Post-Closure Reserve Drawdown	\$0	\$0	(\$960,000)	\$0	\$0
RLF Equipment Reserve Drawdown	(\$77,250)	(\$103,000)	(\$85,000)	(\$355,000)	(\$880,000)
Liner Extension Reserve Drawdown	(\$132,000)	(\$132,000)	(\$5,632,000)	(\$132,000)	(\$132,000)
Utica Solid Waste Fund	\$0	(\$42,000)	(\$290,000)	(\$35,500)	\$0
Current Year Operating Budget Capital Purchases	\$245,000	\$635,000	\$1,917,000	\$391,500	\$547,000

CAPITAL PLAN

RECYCLING CENTER

Fleet Maintenance Pick-Up Truck – Purchase for replacement of original fleet maintenance pick-up truck used for servicing Authority rolling stock and fleet.

Roll-Off Boxes – Purchase/replacement of roll-off containers for demolition/clean-up projects.

Schuler Highway Repairs – Rebuild and replace portions of Authority complex access road.

Skid Steer Loaders – Skid steers are used for handling various commodities/materials. Service hours are maximized and this will allow for regular sequential replacement as they reach maximum service hours.

Heavy Duty Pick-Up Truck – For grounds clean-up, parts, supplies, and other necessary travel.

Loader – Replacement of large front-end loader for movement and loading of recyclables, tires, white goods and other miscellaneous materials and waste streams.

Conveyors – Replacement of woven rubber belts on conveyors for paper, glass and plastics sorting lines.

Roll-Off/Rail Truck – Replacement of 1991 rail truck.

Scale Deck – Replacement/Rebuild of in-ground scale decks (2001).

CAPITAL PLAN

ADMINISTRATION

Capital Reserve – Reserve for future capital expenditures.

4WD Pick-Up Truck – Replacement of 4WD used for site investigation and monitoring (i.e. Ava, Tannery Road), hauling bulky supplies (i.e. coolers) and staff travel.

Handicap Lift – Replace 1998 elevator/lift with higher capacity unit.

Car/SUV – Replace Admin. vehicle for recycling program use.

Computer System Upgrades – Update/replacement of system used for billing, accounting, support.

Food Waste Compost – Self-contained units for food waste composting for institutions.

Parking Lot/Sidewalk Repair – Repair of sections, as needed, of parking lot/sidewalks.

Interior Renovations/AC Upgrades – Carpeting, office renovations and upgrades to the air conditioning systems.

CAPITAL PLAN

REGIONAL LANDFILL

Crew Trucks – (1) 4 door $\frac{3}{4}$ ton, used for moving personnel around sites. (1) Replacement of 2006 crew truck.

LF Compactor – Al-Jon - 126,000 lb., primary piece of equipment used for compacting waste at landfill facility.

LGP Dozer – Replacement of 2006 low-ground pressure dozer.

Pick-Up Truck – Replace 2004 pick-up truck used by Landfill Operations Manager.

Utility Vehicle – Replacement of 2006 utility vehicle for Regional Landfill operations.

Water Truck – Replacement of used water truck purchased in 2006.

Fuel Truck – Replacement of used fuel truck purchased in 2006.

Cell Construction – Construction of new landfill cell.

Closure/Post-Closure – Partial capping of landfill cells.

Roller – Replacement of 1995 roller.

Dump Trailer – Purchase of used dump trailer for transportation of stone/sand, etc.

Landfill Gas System Expansion – Installation and expansion of active gas collection system.

Government Surplus Equipment – Miscellaneous government surplus equipment to be used in operations (i.e. yard tractors, dozers, dump trucks, welders, etc.).

CAPITAL PLAN

EASTERN TRANSFER STATION

Government Surplus Equipment – Miscellaneous government surplus equipment to be used in operations (i.e. yard tractors, dozers, dump trucks, welders, etc).

Schuler Highway Repairs – Rebuild and replace portions of Authority complex access road.

Roll-Off Truck – Replace roll-off truck.

Excavator – Replacement of excavator for loading of waste and construction and demolition debris.

Tip Floor Work – Repair and rebuild of concrete tipping floor.

Overhead Doors – Replacement/rebuild of original (1991) door(s) at facility.

Ventilation – Repair ventilation system.

Loader – Replacement of 2009 front-end loader for movement and loading of waste materials.

CAPITAL PLAN

WESTERN TRANSFER STATION

Government Surplus Equipment – Miscellaneous government surplus equipment to be used in operations, (i.e. yard tractors, dozers, dump trucks, welders, etc).

Excavator – Replacement of 2006 excavator for waste handling.

Loader – Replacement of large 2002 waste handler front-end loader for movement and loading of waste, construction and demolition debris, tires, white goods, and other miscellaneous materials and waste streams.

Tip Floor Repair – Repair and rebuild of 1985 concrete tip floor

Overhead Door – Repair/Replacement of one original (1985) overhead door to tipping floor.

Paving – Partial repair and/or rebuild of select areas of facility pavement.

Roll-Off Box – Purchase/Replacement for use at Convenience Station or demolition/clean-up project.

CAPITAL PLAN

GREEN WASTE COMPOST

Grinder w/Trade-In – Replacement of 2005 Morbark 1300 Waste Grinder.

Screen w/Trade-In – Replacement of 1995 Trommel Screen

Loader – Replacement of 2006 Wheel Loader used for green waste and compost material handling.

CAPITAL PLAN

HOUSEHOLD HAZARDOUS WASTE (HHW)

Hazardous Unit Grates (4) – Replace 1993 original fiberglass grating in Hazardous waste storage lockers.

Hazardous Storage – Replacement of two engineered hazardous waste storage units (1993).

CAPITAL PLAN

UTICA WASTE COLLECTION

Dump Vehicles – Replacement of vehicles used to collect illegally placed waste tires, white goods and recyclables, and for special projects (i.e., clean-up/board-up).

Pick-Up Truck – Replacement of light duty pick-up truck for use by Solid Waste Code Inspectors for garbage/recyclables inspections, citations and collection.

Roll-Off Box (1) – Purchase/replacement of roll-off container for demolition/clean-up projects.

25cy Packer Trucks (2) – To be used by Utica DPW to collect & transport green waste to Authority Transfer Station.

**Oneida Herkimer Solid Waste Authority
Recycling Center
2012 Adopted Budget**

	2010	2011	2011	2012
	Actual	Actual	Amended	Adopted
		6 Mo.	Budget	Budget
Operating Revenue				
System Tip Fee Revenue	\$0	\$0	\$0	\$0
Sale of Recyclables	\$2,780,617	\$1,548,837	\$1,600,000	\$2,300,000
Bottle Redemption	\$54,484	\$25,558	\$38,600	\$0
Tipping Fees - Recyclables	\$97,227	\$40,509	\$80,000	\$55,000
Tire Recycling Fees	\$120,288	\$67,548	\$125,000	\$125,000
Miscellaneous Income	\$68,463	\$37,118	\$45,000	\$45,000
Gain/Loss on Sale of Property	\$14,335	\$0	\$15,000	\$15,000
Transfer From Other Depts	\$0	\$0	\$0	\$0
Operating Grants	\$0	\$7,454	\$0	\$0
Total Operating Revenue	\$3,135,414	\$1,727,024	\$1,903,600	\$2,540,000
Operating Expenses				
Salaries & Wages	\$1,223,632	\$604,787	\$1,050,000	\$1,129,995
Overtime	\$84,538	\$35,293	\$48,000	\$40,000
Shift Differential	\$3,465	\$2,366	\$4,000	\$4,000
Other Fees & Services	\$650	\$229	\$500	\$7,000
Temporary Labor	\$179,513	\$102,909	\$110,000	\$0
Automotive & Other Equipment	\$0	\$0	\$0	\$0
Office Equipment, Furn. & Fixtures	\$3,287	\$263	\$1,000	\$1,000
Office Supplies	\$2,603	\$1,140	\$2,500	\$2,500
Insurance	\$51,822	\$23,466	\$53,000	\$50,000
Rent/Lease Prop. & Equipment	\$16,800	\$9,301	\$15,000	\$17,000
Electric	\$125,063	\$70,192	\$130,000	\$190,000
Heat	\$34,771	\$20,361	\$50,000	\$10,000
Water/Sewer	\$3,613	\$1,836	\$3,800	\$4,000
Telephone	\$7,682	\$4,128	\$9,200	\$9,200
Postage/Shipping	\$69	\$45	\$0	\$0
Training & Special Schools	\$1,120	\$50	\$1,500	\$1,000
Uniforms & Safety	\$15,227	\$9,149	\$15,000	\$15,000
Automotive Supplies	\$48,187	\$14,378	\$36,000	\$36,000
Automotive Repairs	\$249	\$193	\$2,500	\$2,500
Travel & Subsistence	\$656	\$9	\$0	\$0
Gasoline & Oil	\$89,267	\$57,118	\$95,000	\$65,000
Other Materials & Supplies	\$114,103	\$34,609	\$100,000	\$119,500
Tire Disposal	\$72,425	\$43,365	\$100,000	\$100,000
Maintenance & Service Contracts	\$18,221	\$12,912	\$15,800	\$18,000
Transportation	\$0	\$0	\$350,000	\$0
Other Expenses	\$29,069	\$9,095	\$20,000	\$20,000
Host Community Benefit	\$33,786	\$16,819	\$34,000	\$34,000
Depreciation & Amortization	\$661,584	\$335,738	\$0	\$0
Retirement	\$147,588	\$85,020	\$170,040	\$218,363
Social Security	\$94,943	\$46,541	\$83,385	\$89,811
Workers Compensation	\$34,680	\$14,832	\$35,000	\$44,000
Unemployment	\$0	\$0	\$26,000	\$10,000
Health Insurance	\$337,474	\$192,209	\$383,000	\$350,000
Total Operating Expenses	\$3,436,087	\$1,748,353	\$2,944,225	\$2,587,869
Non-Operating Expenses				
Contingency	\$0	\$0	\$132	\$19,131
Capital Projects	\$0	\$0	\$33,500	\$25,000
Total Non-Operating Expenses	\$0	\$0	\$33,632	\$44,131
Total Expenses	\$3,436,087	\$1,748,353	\$2,977,857	\$2,632,000

**Oneida Herkimer Solid Waste Authority
Administration
2012
Adopted Budget**

	2010	2011	2011	2012
	Actual	Actual	Amended	Adopted
		6 Mo.	Budget	Budget
Operating Revenue				
System Tip Fee Revenue	\$0	\$0	\$0	\$0
Miscellaneous Income	\$8,980	\$65,143	\$0	\$0
Cash Discounts - Sales	(\$14,498)	(\$5,888)	(\$17,000)	(\$17,000)
Penalties & Late Charges	(\$1,816)	\$2,294	\$2,000	\$2,000
Permits	\$1,490	\$1,140	\$5,000	\$20,000
Discounts Earned	\$2,079	\$747	\$0	\$0
Special Project Fees	\$0	\$0	\$0	\$0
Transfer From Other Depts	\$133,200	\$49,600	\$98,200	\$89,000
Bank Rec Adjustments: Admin	(\$62)	\$88	\$0	\$0
Scale Over/Short: Admin	(\$290)	(\$152)	\$0	\$0
NSF fees collected: Admin	\$895	\$175	\$0	\$0
Operating Grants	\$0	\$0	\$0	\$0
Interest Earnings - Admin	\$0	\$218,051	\$410,000	\$420,000
Interest Earnings - Bond Issue	\$477,893	\$0	\$0	\$0
Gain/Loss on Sale of Property	\$0	\$0	\$0	\$0
Total Operating Revenue	\$607,871	\$331,198	\$498,200	\$514,000
Operating Expenses				
Salaries & Wages	\$809,086	\$423,374	\$828,914	\$850,296
Overtime	\$514	\$80	\$1,000	\$500
Shift Differential	\$0	\$0	\$0	\$0
Other Fees & Services	\$29,750	\$31,083	\$36,000	\$37,000
Temporary Labor	\$0	\$0	\$0	\$5,000
Automotive and Other Equipment	\$0	\$0	\$0	\$0
Office Equipment, Furn. & Fixtures	\$7,457	\$4,117	\$11,000	\$10,000
Office Supplies	\$9,792	\$4,113	\$10,000	\$10,000
Insurance	\$23,032	\$10,739	\$25,000	\$25,000
Rent/Lease Prop. & Equipment	\$2,422	\$1,706	\$3,000	\$3,500
Electric	\$7,517	\$3,533	\$7,000	\$7,500
Heat	\$2,594	\$2,123	\$4,000	\$4,500
Water/Sewer	\$541	\$210	\$500	\$500
Telephone	\$6,232	\$3,213	\$7,000	\$7,000
Postage/Shipping	\$15,531	\$6,077	\$16,000	\$15,000
Training & Special Schools	\$6,870	\$2,769	\$8,000	\$10,000
Public Information & Education	\$33,168	\$95,007	\$190,000	\$50,000
Uniforms & Safety	\$266	\$0	\$500	\$500
Automotive Supplies	\$2,330	\$1,182	\$1,500	\$2,000
Automotive Repairs	\$180	\$116	\$1,000	\$1,000
Travel & Subsistence	\$17,532	\$9,070	\$17,000	\$18,000
Gasoline & Oil	\$4,703	\$3,410	\$6,000	\$7,200
Other Materials & Supplies	\$3,986	\$4,074	\$5,500	\$8,000
Maintenance & Service Contracts	\$58,198	\$42,319	\$74,000	\$85,000
Other Expenses	\$84,919	\$12,147	\$19,000	\$20,000
Depreciation and Amoritzation	\$45,207	\$22,419	\$0	\$0
Bad Debt	\$1,401	\$0	\$0	\$0
Retirement	\$93,247	\$74,693	\$149,385	\$158,248
Social Security	\$57,038	\$30,343	\$63,488	\$65,086
Workers' Compensation	\$21,900	\$11,687	\$22,000	\$25,000
Health Insurance	\$136,844	\$67,140	\$151,000	\$153,000
GASB 45 Contribution	\$144,539	\$75,000	\$80,000	\$100,000
Total Operating Expenses	\$1,626,796	\$941,744	\$1,737,787	\$1,678,830
Non-Operating Expenses				
Contingency	\$0	\$0	\$30	\$8,170
Capital Projects	\$0	\$0	\$20,000	\$5,000
Capital Reserve	\$0	\$0	\$0	\$0
Transfer to Other Depts	\$0	\$0	\$0	\$0
Interest Expense	\$0	\$0	\$0	\$0
Total Non-Operating Expenses	\$0	\$0	\$20,030	\$13,170
Total Expenses	\$1,626,796	\$941,744	\$1,757,817	\$1,692,000

Oneida Herkimer Solid Waste Authority
RLF
2012 Adopted Budget

	2010 Actual	2011 Actual 6 Mo.	2011 Amended Budget	2012 Adopted Budget
Operating Revenue				
System Tip Fee Revenue	\$18,838,735	\$8,104,050	\$18,258,200	\$17,245,000
Sludge Revenue	\$0	\$0	\$0	\$0
Miscellaneous Income - RLF	\$7,373	\$7,489	\$5,000	\$5,000
Landfill Gas Revenues	\$0	\$0	\$25,000	\$100,000
Interest Earnings	\$0	\$0	\$0	\$0
Sale Of Carbon Credits	\$0	\$29,948	\$0	\$300,000
Total Operating Revenue	\$18,846,108	\$8,141,487	\$18,288,200	\$17,650,000
Operating Expenses				
Salaries & Wages	\$512,296	\$261,361	\$510,538	\$534,041
Overtime	\$76,093	\$40,282	\$90,000	\$100,000
Shift Differential	\$2	\$1	\$0	\$0
Other Fees & Services	\$382,142	\$183,579	\$370,000	\$410,000
Temporary Labor	\$0	\$0	\$0	\$0
Automotive & Other Equipment	\$0	\$0	\$0	\$0
Office Equipment, Furn. & Fixtures	\$1,805	\$216	\$1,500	\$2,000
Office Supplies	\$3,043	\$376	\$3,000	\$3,000
Insurance	\$6,722	\$2,554	\$7,500	\$7,000
Rent/Lease Prop. & Equipment	\$6,667	\$2,025	\$2,500	\$4,000
Electric	\$16,866	\$31,587	\$44,000	\$33,000
Heat	\$31,704	\$26,912	\$30,000	\$34,000
Water/Sewer	\$0	\$0	\$0	\$0
Telephone	\$9,225	\$4,128	\$10,000	\$10,000
Postage/Shipping	\$555	\$565	\$500	\$1,000
Training & Special Schools	\$1,429	\$0	\$3,000	\$2,000
Public Information & Education	\$0	\$0	\$0	\$0
Uniforms & Safety	\$5,510	\$2,060	\$7,000	\$6,000
Automotive Supplies	\$46,196	\$47,825	\$38,000	\$50,000
Automotive Repairs	\$1,242	\$4,890	\$5,500	\$9,000
Travel & Subsistence	\$1,365	\$55	\$1,000	\$1,000
Gasoline & Oil	\$597,065	\$377,277	\$755,000	\$846,000
Other Materials & Supplies	\$59,700	\$42,917	\$50,000	\$72,000
Maintenance & Service Contracts	\$36,026	\$7,489	\$25,000	\$27,000
Transportation	\$2,395,487	\$1,186,256	\$2,334,000	\$2,338,000
Host Community Fees	\$450,000	\$177,500	\$450,000	\$450,000
Other Expenses	\$90,467	\$36,505	\$85,000	\$110,000
Disposal Fees - Contract/Regional Landfill	\$0	\$0	\$0	\$0
Disposal Fees - Leachate	\$311,249	\$210,161	\$295,000	\$270,000
Depreciation & Amortization	\$2,741,172	\$1,391,692	\$0	\$0
Retirement	\$58,279	\$46,842	\$93,684	\$117,932
Social Security	\$43,424	\$22,168	\$45,941	\$48,504
Workers Compensation	\$13,680	\$7,192	\$14,500	\$17,000
Health Insurance	\$91,577	\$49,886	\$108,000	\$110,000
Total Operating Expenses	\$7,990,988	\$4,164,301	\$5,380,163	\$5,612,477
Non-Operating Expenses				
Contingency	\$0	\$0	\$390	\$127,523
Reserves	\$439,800	\$270,000	\$2,190,000	\$1,665,000
Capital Projects	\$0	\$0	\$0	\$0
Transfer to Other Depts	\$0	\$0	\$0	\$0
Interest Expense/Principal	\$0	\$0	\$0	\$0
Project Studies	\$0	\$0	\$0	\$0
Trustee Fees	\$0	\$0	\$0	\$0
Total Non-Operating Expenses	\$439,800	\$270,000	\$2,190,390	\$1,792,523
Total Expenses	\$8,430,788	\$4,434,301	\$7,570,553	\$7,405,000

**Oneida Herkimer Solid Waste Authority
ETS
2012 Adopted Budget**

	2010	2011	2011	2012
	Actual	Actual	Amended	Adopted
		6 Mo.	Budget	Budget
Operating Expenses				
Salaries & Wages	\$264,306	\$132,513	\$256,727	\$267,976
Overtime	\$42,792	\$16,959	\$35,000	\$35,000
Shift Differential	\$822	\$479	\$1,000	\$1,000
Other Fees & Services	\$7,134	\$145	\$0	\$6,500
Automotive & Other Equipment	\$0	\$0	\$0	\$0
Office Furniture & Equipment	\$1,543	\$100	\$1,000	\$1,000
Office Supplies	\$1,304	\$1,200	\$1,500	\$2,000
Insurance	\$16,519	\$7,821	\$16,000	\$16,000
Rent/Lease Prop. & Equipment	\$108	\$55	\$500	\$500
Electric	\$0	\$0	\$0	\$0
Postage/Shipping	\$86	\$0	\$0	\$0
Training and Special Schools	\$0	\$0	\$0	\$0
Uniforms & Safety	\$2,332	\$1,414	\$3,000	\$3,000
Automotive Supplies	\$30,457	\$11,450	\$25,000	\$25,000
Automotive Repairs	\$1,420	\$1,263	\$5,000	\$4,000
Travel & Subsistence	\$64	\$0	\$0	\$0
Gasoline & Oil	\$53,742	\$35,522	\$70,237	\$77,438
Other Materials & Supplies	\$1,749	\$697	\$2,000	\$2,000
Maintenance & Service Contracts	\$2,067	\$3,788	\$4,000	\$6,000
Transportation	\$21,760	\$5,440	\$16,000	\$13,000
Other Expenses	\$1,741	\$1,062	\$3,000	\$3,000
Disposal Fees - Other	\$504	\$10	\$0	\$0
Host Community Benefit	\$137,574	\$66,326	\$135,000	\$135,000
Depreciation and Amortization	\$242,878	\$123,044	\$0	\$0
Retirement	\$31,082	\$22,833	\$45,665	\$56,540
Social Security	\$22,853	\$10,828	\$22,394	\$23,254
Workers Compensation	\$7,296	\$3,596	\$7,300	\$10,500
Health Insurance	\$48,558	\$26,525	\$64,000	\$60,000
Total Operating Expenses	\$940,691	\$473,070	\$714,323	\$748,708
Non-Operating Expenses				
Contingency	\$0	\$0	\$370	\$4,292
Capital Projects	\$0	\$0	\$50,000	\$30,000
Total Non-Operating Expenses	\$0	\$0	\$50,370	\$34,292
Total Expenses	\$940,691	\$473,070	\$764,693	\$783,000

Oneida Herkimer Solid Waste Authority
WTS
2012 Adopted Budget

	2010	2011	2011	2012
	Actual	Actual	Amended	Adopted
		6 Mo.	Budget	Budget
Operating Expenses				
Salaries & Wages	\$223,839	\$114,484	\$228,892	\$237,650
Overtime	\$18,571	\$6,605	\$21,000	\$17,000
Shift Differential	\$6	\$0	\$100	\$0
Other Fees & Services	\$8,699	\$284	\$2,500	\$8,000
Automotive & Other Equipment	\$0	\$0	\$0	\$0
Office Equipment, Furn. & Fixtures	\$1,862	\$0	\$1,500	\$1,000
Office Supplies	\$1,106	\$1,526	\$1,000	\$2,500
Insurance	\$19,033	\$9,126	\$20,000	\$20,000
Rent/Lease Prop. & Equipment	\$943	\$440	\$1,500	\$1,500
Electric	\$25,231	\$13,321	\$35,000	\$35,000
Heat	\$11,321	\$8,033	\$20,000	\$20,000
Water/Sewer	\$198	\$213	\$500	\$500
Telephone	\$7,716	\$4,662	\$9,000	\$9,500
Postage/Shipping	\$0	\$0	\$0	\$0
Training & Special Schools	\$10	\$0	\$1,000	\$1,000
Uniforms & Safety	\$1,905	\$735	\$2,500	\$2,500
Automotive Supplies	\$27,163	\$13,758	\$25,000	\$25,000
Automotive Repairs	\$799	\$100	\$4,000	\$3,000
Travel & Subsistence	\$70	\$0	\$0	\$0
Gasoline & Oil	\$36,416	\$26,266	\$51,000	\$52,500
Other Materials & Supplies	\$11,775	\$4,550	\$10,000	\$10,000
Maintenance & Service Contracts	\$8,134	\$6,796	\$10,000	\$13,000
Transportation	\$9,265	\$245	\$8,000	\$5,000
Other Expenses	\$3,925	\$3,197	\$5,000	\$6,000
Host Community Benefit	\$66,018	\$30,653	\$68,000	\$68,000
Depreciation & Amortization	\$159,957	\$79,617	\$0	\$0
Retirement	\$23,312	\$19,500	\$38,999	\$47,365
Social Security	\$17,346	\$8,582	\$19,124	\$19,481
Workers Compensation	\$5,472	\$3,146	\$5,500	\$7,000
Health Insurance	\$56,421	\$31,790	\$70,000	\$71,000
Total Operating Expenses	\$746,513	\$387,629	\$659,115	\$683,496
Non-Operating Expenses				
Contingency	\$0	\$0	\$100	\$6,504
Capital Projects	\$0	\$0	\$189,250	\$5,000
Total Non-Operating Expenses	\$0	\$0	\$189,350	\$11,504
Total Expenses	\$746,513	\$387,629	\$848,465	\$695,000

**Oneida Herkimer Solid Waste Authority
GWC
2012 Adopted Budget**

	2010 Actual	2011 Actual 6 Mo.	2011 Amended Budget	2012 Adopted Budget
Operating Revenue				
Tipping Fee Revenue	\$153,784	\$48,870	\$148,000	\$130,000
Sale of Bagged Compost	\$0	\$0	\$0	\$0
Sale of Bulk Compost	\$87,166	\$57,126	\$95,000	\$81,000
Miscellaneous Income	\$26,800	\$2,500	\$0	\$0
Gain/Loss on Sale of Property	\$0	\$0	\$0	\$0
Compost Bin Lease:GWC	\$0	\$0	\$0	\$0
Total Operating Revenue	\$267,750	\$108,496	\$243,000	\$211,000
Operating Expenses				
Salaries & Wages	\$60,844	\$35,173	\$69,973	\$73,103
Overtime	\$14,709	\$8,241	\$15,000	\$15,000
Shift Differential	\$15	\$10	\$0	\$0
Other Fees & Services	\$270	\$0	\$500	\$500
Automotive & Other Equipment	\$0	\$0	\$0	\$0
Office Equipment	\$0	\$0	\$200	\$200
Office Supplies	\$450	\$800	\$500	\$1,000
Insurance	\$4,129	\$1,955	\$4,700	\$4,500
Rent/Lease Prop. & Equipment	\$14,628	\$556	\$1,200	\$1,200
Telephone	\$382	\$192	\$500	\$500
Postage/Shipping	\$0		\$0	\$0
Training & Special Schools	\$0	\$0	\$0	\$0
Uniforms & Safety	\$687	\$234	\$1,000	\$1,000
Automotive Supplies	\$2,635	\$960	\$20,000	\$20,000
Automotive Repairs	\$931	\$925	\$3,000	\$3,000
Travel & Subsistence	\$0	\$0	\$0	\$0
Gasoline & Oil	\$39,751	\$26,103	\$48,483	\$57,015
Other Materials & Supplies	\$36,122	\$17,211	\$25,000	\$30,000
Maintenance & Service Contracts	\$1,254	\$0	\$500	\$500
Transportation	\$0	\$0	\$0	\$0
Other Expenses	\$1,309	\$427	\$2,500	\$2,500
Host Community Benefit	\$6,412	\$2,269	\$10,000	\$10,000
Depreciation and Amortization	\$91,098	\$44,712	\$0	\$0
Retirement	\$7,771	\$6,627	\$13,256	\$16,387
Social Security	\$5,411	\$3,029	\$6,500	\$6,740
Workers Compensation	\$1,836	\$1,353	\$2,200	\$3,200
Health Insurance	\$21,581	\$9,449	\$21,000	\$22,000
Total Operating Expenses	\$312,225	\$160,226	\$246,012	\$268,345
Non-Operating Expenses				
Contingency	\$0	\$0	\$44	\$3,655
Capital Projects	\$0	\$0	\$0	\$180,000
Total Non-Operating Expenses	\$0	\$0	\$44	\$183,655
Total Expenses	\$312,225	\$160,226	\$246,056	\$452,000

**Oneida Herkimer Solid Waste Authority
HHW
2012 Adopted Budget**

	2010	2011	2011	2012
	Actual	Actual	Amended	Adopted
		6 Mo.	Budget	Budget
Operating Revenue				
System Tip Fee Revenue	\$0	\$0	\$0	\$0
HHW Fees	\$51,668	\$19,958	\$46,000	\$42,000
Electronics Recycling	\$0	\$0	\$0	\$18,000
Operating Grants	\$66,818	\$52,594	\$60,000	\$50,000
Total Operating Revenue	\$118,486	\$72,552	\$106,000	\$110,000
Operating Expenses				
Other Fees & Services	\$163,121	\$57,552	\$158,000	\$160,000
Public Information & Education	\$0	\$0	\$1,000	\$0
Automotive & Other Equipment	\$304	\$500	\$0	\$1,000
Insurance	\$0	\$0	\$0	\$0
Training & Special Schools	\$2,515	\$2,482	\$5,000	\$5,000
Other Equipment	\$0	\$0	\$0	\$0
Uniforms & Safety	\$0	\$0	\$0	\$0
Travel & Subsistence	\$75	\$0	\$0	\$0
Other Materials and Supplies	\$450	\$418	\$0	\$1,000
Maintenance & Service Contracts	\$0	\$0	\$0	\$0
Depreciation & Amortization	\$9,224	\$4,213	\$0	\$0
Social Security	\$0	\$0	\$0	\$0
Other Expenses	\$0	\$0	\$0	\$0
Total Operating Expenses	\$175,689	\$65,165	\$164,000	\$167,000
Non-Operating Expenses				
Contingency	\$0	\$0	\$6,560	\$5,000
Transfer to Other Depts	\$21,000	\$5,500	\$11,000	\$12,000
Capital Projects	\$0	\$0	\$0	\$0
Total Non-Operating Expenses	\$21,000	\$5,500	\$17,560	\$17,000
Total Expenses	\$196,689	\$70,665	\$181,560	\$184,000

**Oneida Herkimer Solid Waste Authority
Debt Service
2012 Adopted Budget**

	2010	2011	2011	2012
	Actual	Actual	Amended	Adopted
		6 Mo.	Budget	Budget
Non-Operating Expenses				
Revenue Bonds - Debt Service	\$1,814,002	\$795,199	\$6,684,000	\$7,171,500
Trustee Fees	\$7,500	\$6,500	\$8,000	\$10,500
Total Non-Operating Expenses	\$1,821,502	\$801,699	\$6,692,000	\$7,182,000
Total Expenses	\$1,821,502	\$801,699	\$6,692,000	\$7,182,000

Oneida Herkimer Solid Waste Authority
Utica Waste Collection
2012
Adopted Budget

	2010	2011	2011	2012
	Actual	Actual	Amended	Adopted
		6 Mo.	Budget	Budget
Operating Revenue				
Solid Waste Service Charge/Toter Rental	\$2,038,478	\$965,458	\$2,055,000	\$2,055,000
Sale of Bags	\$1,423,563	\$715,651	\$1,440,000	\$1,450,000
Miscellaneous Income	\$240	\$2,392	\$258,000	\$164,000
Penalties & Late Charges	\$40,066	\$20,751	\$39,000	\$39,000
Utica Cleanup Fees	\$2,204	\$625	\$1,000	\$1,000
Interest Earnings	\$12,642	\$4,142	\$20,000	\$10,000
Total Operating Revenue	\$3,517,193	\$1,709,019	\$3,813,000	\$3,719,000
Operating Expenses				
Salaries & Wages	\$234,849	\$109,090	\$221,296	\$229,257
Overtime	\$14,734	\$8,288	\$15,000	\$16,000
Shift Differential	\$20	\$15	\$0	\$0
Other Fees & Services	\$205,722	\$133,984	\$218,000	\$225,000
Temporary Labor	\$0	\$0	\$0	\$1,000
Office Equipment, Furn. & Fixtures	\$0	\$277	\$0	\$0
Office Supplies	\$1,391	\$448	\$3,000	\$2,000
Insurance	\$23,175	\$11,082	\$22,000	\$22,000
Rent/Lease Prop. & Equipment	\$540	\$276	\$1,000	\$1,000
Electric	\$0	\$0	\$0	\$0
Heat	\$0	\$0	\$0	\$0
Water/Sewer	\$0	\$0	\$0	\$0
Telephone	\$394	\$196	\$500	\$500
Postage/Shipping	\$8,399	\$8,872	\$13,000	\$15,000
Training & Special Schools	\$0	\$0	\$0	\$0
Public Information & Education	\$0	\$0	\$2,000	\$2,000
Uniforms & Safety	\$936	\$928	\$1,000	\$1,000
Automotive Supplies	\$3,027	\$2,659	\$3,000	\$4,000
Automotive Repairs	\$129	\$347	\$500	\$1,000
Travel & Subsistence	\$1,108	\$122	\$0	\$0
Gasoline & Oil	\$3,357	\$3,087	\$8,000	\$9,000
Other Materials & Supplies	\$133	\$63	\$0	\$0
Maintenance & Service Contracts	\$1,210	\$0	\$0	\$0
Other Expenses	\$29,692	\$24,058	\$56,547	\$50,000
Disposal Fees - Contract/Regional Landfill	\$1,277,418	\$599,330	\$1,275,000	\$1,250,000
Disposal Fees - Other	\$97,804	\$27,075	\$90,000	\$90,000
Fees for Collection Services	\$1,478,421	\$751,493	\$1,505,830	\$1,416,720
Depreciation & Amortization	\$45,108	\$24,231	\$0	\$0
Bad Debt	\$190,000	\$96,637	\$190,000	\$190,000
Bag Sales Bad Debt: UWC	\$0	\$0	\$0	\$0
Retirement	\$27,197	\$18,431	\$36,862	\$45,618
Social Security	\$19,638	\$10,077	\$18,077	\$18,436
Workers Compensation	\$6,384	\$3,146	\$7,000	\$7,000
Health Insurance	\$37,680	\$19,872	\$45,000	\$45,000
Total Operating Expenses	\$3,708,466	\$1,854,084	\$3,732,612	\$3,641,531
Non-Operating Expenses				
Contingency	\$0	\$0	\$138	\$469
Capital Projects	\$0	\$0	\$4,250	\$0
Transfer to Other Depts	\$94,000	\$30,000	\$60,000	\$61,000
Interest Expense	\$16,000	\$8,000	\$16,000	\$16,000
Total Non-Operating Expenses	\$110,000	\$38,000	\$80,388	\$77,469
Total Expenses	\$3,818,466	\$1,892,084	\$3,813,000	\$3,719,000

**Oneida Herkimer Solid Waste Authority
Mohawk Waste Collection
2012
Adopted Budget**

	2010	2011	2011	2012
	Actual	Actual	Amended	Adopted
		6 Mo.	Budget	Budget
Operating Revenue				
Solid Waste Service Charge/Toter Rental	\$71,772	\$35,129	\$73,000	\$73,000
Sale of Bags	\$84,907	\$38,000	\$83,000	\$79,800
Reactivation Fee	\$168	\$130	\$200	\$200
Total Operating Revenue	\$156,847	\$73,259	\$156,200	\$153,000
Operating Expenses				
Other Fees & Services	\$7,124	\$4,283	\$8,000	\$8,000
Office Supplies	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0
Rent/Lease Prop. & Equipment	\$3,268	\$1,557	\$3,500	\$3,500
Postage/Shipping	\$0	\$0	\$0	\$0
Other Expenses	\$4,700	\$2,350	\$4,700	\$4,700
Disposal Fees - Contract/Regional Landfill	\$52,333	\$27,067	\$51,000	\$51,000
Disposal Fees - Other	\$2,311	\$1,064	\$2,000	\$2,000
Fees for Collection Services	\$79,220	\$41,456	\$82,000	\$82,000
Total Operating Expenses	\$148,956	\$77,777	\$151,200	\$151,200
Non-Operating Expenses				
Contingency	\$0	\$0	\$5,000	\$1,800
Interest Expense	\$0	\$0	\$0	\$0
Total Non-Operating Expenses	\$0	\$0	\$5,000	\$1,800
Total Expenses	\$148,956	\$77,777	\$156,200	\$153,000

Oneida Herkimer Solid Waste Authority
 Frankfort Waste Collection
 2012
 Adopted Budget

	2010	2011	2011	2012
	Actual	Actual	Amended	Adopted
		6 Mo.	Budget	Budget
Operating Revenue				
Solid Waste Service Charge/Toter Rental	\$75,008	\$38,057	\$75,000	\$76,000
Sale of Bags	\$46,850	\$21,090	\$50,000	\$47,700
Reactivation Fee	\$227	\$150	\$300	\$300
Total Operating Revenue	\$122,085	\$59,297	\$125,300	\$124,000
Operating Expenses				
Other Fees & Services	\$4,208	\$2,165	\$3,700	\$4,000
Office Supplies	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0
Rent/Lease Prop. & Equipment	\$4,189	\$2,445	\$4,300	\$4,800
Postage/Shipping	\$0	\$0	\$0	\$0
Other Expenses	\$4,350	\$2,150	\$4,300	\$4,300
Disposal Fees - Contract/Regional Landfill	\$52,566	\$24,518	\$51,000	\$51,000
Disposal Fees - Other	\$902	\$673	\$1,000	\$1,000
Fees for Collection Services	\$59,000	\$28,131	\$60,500	\$58,000
Total Operating Expenses	\$125,215	\$60,082	\$124,800	\$123,100
Non-Operating Expenses				
Contingency	\$0	\$0	\$500	\$900
Total Non-Operating Expenses	\$0	\$0	\$500	\$900
Total Expenses	\$125,215	\$60,082	\$125,300	\$124,000

Oneida Herkimer Solid Waste Authority
Ilion Waste Collection
2012
Adopted Budget

	2010	2011	2011	2012
	Actual	Actual	Amended	Adopted
		6 Mo.	Budget	Budget
Operating Revenue				
Solid Waste Service Charge/Toter Rental	\$182,503	\$94,242	\$177,000	\$180,200
Sale of Bags	\$301,820	\$153,070	\$306,000	\$305,000
Miscellaneous Income	\$207	\$67	\$0	\$0
Interest Earnings	\$361	\$180	\$400	\$400
Reactivation Fee	\$640	\$156	\$600	\$400
Total Operating Revenue	\$485,531	\$247,715	\$484,000	\$486,000
Operating Expenses				
Other Fees & Services	\$10,725	\$11,168	\$24,000	\$24,000
Toter Rental Fees	\$8,499	\$4,455	\$8,500	\$9,000
Tipping Fees Waste & C&D	\$138,027	\$66,410	\$140,000	\$140,000
Tipping Fees Green Waste	\$4,664	\$2,890	\$4,000	\$4,000
Office Supplies	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0
Rent/Lease Prop. & Equipment	\$0	\$0	\$0	\$0
Postage/Shipping	\$0	\$0	\$0	\$0
Other Expenses	\$5,200	\$2,600	\$5,200	\$5,200
Disposal Fees - Contract/Regional Landfill	\$0	\$0	\$0	\$0
Disposal Fees - Other	\$0	\$0	\$0	\$0
Fees for Collection Services	\$305,760	\$151,918	\$301,900	\$303,000
Total Operating Expenses	\$472,875	\$239,441	\$483,600	\$485,200
Non-Operating Expenses				
Contingency	\$0	\$0	\$400	\$800
Total Non-Operating Expenses	\$0	\$0	\$400	\$800
Total Expenses	\$472,875	\$239,441	\$484,000	\$486,000

**Oneida Herkimer Solid Waste Authority
Dolgeville
2012 Adopted Budget**

	2010	2011	2011	2012
	Actual	Actual	Amended	Adopted
		6 Mo.	Budget	Budget
Operating Revenue				
Solid Waste Service Charge/Toter Rental	\$67,285	\$34,638	\$65,500	\$70,000
Sale of Bags	\$49,200	\$23,890	\$50,400	\$48,900
Reactivation Fee	\$50	\$45	\$4,100	\$100
Misc Income- Prior Year Surplus	\$0	\$0	\$0	\$0
Total Operating Revenue	\$116,535	\$58,573	\$120,000	\$119,000
Operating Expenses				
Other Fees & Services	\$2,682	\$1,262	\$3,200	\$3,000
Office Supplies	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0
Rent/Lease Prop. & Equipment	\$3,701	\$1,899	\$3,700	\$3,800
Postage/Shipping	\$0	\$0	\$0	\$0
Other Expenses	\$3,551	\$1,750	\$3,500	\$3,500
Disposal Fees - Contract/Regional Landfill	\$33,110	\$15,457	\$33,000	\$33,000
Disposal Fees - Other	\$0	\$0	\$0	\$0
Fees for Collection Services	\$70,992	\$39,231	\$76,000	\$75,000
Total Operating Expenses	\$114,036	\$59,599	\$119,400	\$118,300
Non-Operating Expenses				
Contingency	\$0	\$0	\$600	\$700
Total Non-Operating Expenses	\$0	\$0	\$600	\$700
Total Expenses	\$114,036	\$59,599	\$120,000	\$119,000

**Oneida Herkimer Solid Waste Authority
Herkimer Waste Collection**

2012

Adopted Budget

	2010 <input type="checkbox"/>	2011	2011	2012
	Actual	Actual	Amended	Adopted
		6 Mo.	Budget	Budget
Operating Revenue				
Solid Waste Service Charge/Toter Rental	\$233,064	\$117,958	\$231,000	\$231,500
Sale of Bags	\$110,415	\$58,245	\$105,000	\$108,000
Miscellaneous Income	\$146	\$42	\$0	\$0
Reactivation Fee	\$580	\$200	\$500	\$500
Total Operating Revenue	\$344,205	\$176,445	\$336,500	\$340,000
Operating Expenses				
Other Fees & Services	\$8,100	\$3,596	\$6,900	\$7,100
Office Supplies	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0
Rent/Lease Prop. & Equipment	\$14,564	\$7,440	\$14,600	\$15,000
Postage/Shipping	\$0	\$0	\$0	\$0
Other Expenses	\$5,549	\$2,750	\$5,500	\$5,500
Disposal Fees - Contract/Regional Landfill	\$124,097	\$58,714	\$120,000	\$122,000
Disposal Fees - Other	\$3,682	\$2,256	\$3,000	\$3,000
Fees for Collection Services	\$184,000	\$93,229	\$186,000	\$186,000
Total Operating Expenses	\$339,992	\$167,985	\$336,000	\$338,600
Non-Operating Expenses				
Contingency	\$0	\$0	\$500	\$1,400
Refund of Prior Year Surplus	\$0	\$0	\$0	\$0
Total Non-Operating Expenses	\$0	\$0	\$500	\$1,400
Total Expenses	\$339,992	\$167,985	\$336,500	\$340,000

ONEIDA COUNTY HEALTH DEPARTMENT

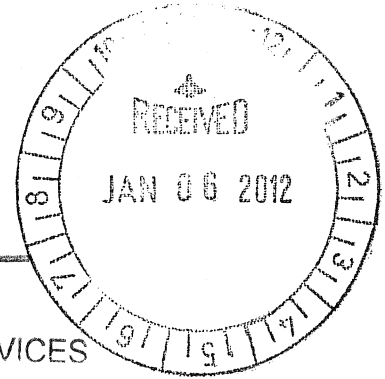
A *dirondack Bank Building*, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PHD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 • Fax: (315) 266-6138



FN 20

12 - 27

December 15, 2011

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Re: C025776 Cost of Living Adjustment

Attached are four (4) copies of an amendment between Oneida County through its Health Department and The New York State Department of Health – WIC Program.

This Cost of Living Adjustment is for fiscal year April 1, 2011 and March 31, 2012 in the amount of \$97,356. The Cost of Living Adjustment must be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs.

If this amendment meets with your approval, please forward to the Board of Legislators.

Sincerely,

Gayle D. Jones, PhD., MPH, CHES
Director of Health

attachments
ry

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 12/29/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Women, Infants and Children Program (WIC) C-025776

NAME AND ADDRESS OF VENDOR: New York State Dept. of Health
Division of Nutrition
Resource Planning & Operations Unit
Riverview Center, 6th Floor West
150 Broadway
Albany, New York 12204-2719

VENDOR CONTACT PERSON: Michael Rimkunas

SUMMARY OF STATEMENTS: The goal of the WIC Program is to improve the nutrition and health status of eligible pregnant, postpartum, and breastfeeding women, infants and children in New York State through the provision of nutritious foods, nutrition/health education and counseling and linkages with other health and human service programs. The WIC Program provides supplemental foods, nutrition education and referral to health and human services to the target population during critical times of growth and development.

FISCAL YEAR: April 1, 2011 and March 31, 2012

TOTAL: \$97,356 Cost of Living Adjustment for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs.

_____ **NEW** _____ **RENEWAL** _____ **X** _____ **AMENDMENT**

FUNDING SOURCE: Grant A4082

Less Revenues: _____
Grant Award
Federal Funds \$97,356 100% funded
County Dollars -0-

SIGNATURE: Gayle D. Jones, PhD., MPH, CHES, Director of Health

DATE: December 15, 2011

NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

December 13, 2011

rec'd 12/14/11

Contractor Name: **Oneida County Health Department**
Contract Number: **C025776**
COLA Amount: **\$97,356**
Contract Initiative: **WIC**

Dear Contractor:

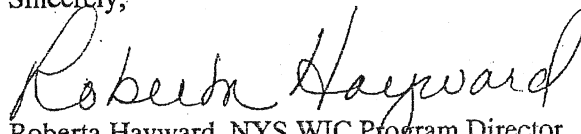
Chapter 57, Laws of 2006 provide for the Commissioner of Health to establish an annual cost of living adjustment (COLA) for programs outlined in the statute. Pursuant to Part F of Chapter 59 of the Laws of 2011, the 2011-12 COLA appropriation will be distributed to eligible payees at the prior year rate of 8.02%.

The COLA amount for this contract is noted above. You must certify that these funds have been or will be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. All expenditures of the funds must occur between April 1, 2011 and March 31, 2012.

Payment of the COLA amount associated with this contract will be made separately from authorized contract payments. The COLA amount will not be applied toward nor amend amounts payable under Appendix B of your contract.

Please sign the following certification, complete the enclosed standard voucher and return both to the payment office designated in the contract in order for payment of the COLA amount to be processed for your organization. **The certification and standard voucher should be returned to this office as soon as possible but not later than April 1, 2012.**

Sincerely,



Roberta Hayward, NYS WIC Program Director
Bureau of Supplemental Food Programs

This is to certify that cost of living funds, as described above and in Part C.1.5 of Chapter 57 of the Laws of 2006, will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the 2011-12 State fiscal year.

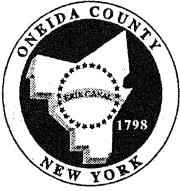
Signed: _____

Title: Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney



Anthony J. Picente, Jr., County Executive

Linda M. Nelson, Commissioner

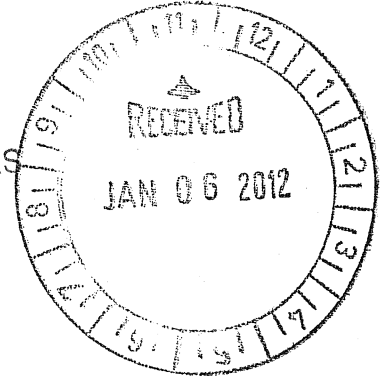


Phone: (315) 798-5903
Fax: (315) 798-6445
E-mail: mentalhealth@ocgov.net
Web site: www.ocgov.net

FN 20 12-28

December 13, 2011

HEALTH & HUMAN SERVICES



WAYS & MEANS

Honorable Anthony J. Picente, Jr.
County Executive
800 Park Avenue
Utica, New York 13501

Dear Mr. Picente:

I am enclosing five (5) copies of the 2012 Agreement between the Oneida County Department of Mental Health and Kids Oneida, Inc. for your review and signature.

The entire cost of this Agreement is supported in Aid from the New York State Office of Mental Health through the Community Reinvestment Program. **There are no county tax generated funds associated with this Agreement.**

If you have any questions, please contact me at any time.

Respectfully,

Linda M. Nelson
Commissioner

LMN/ldr
Enc.

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 12/29/11

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Kids Oneida, Inc.
310 Main Street
Utica, NY 13501

Title of Proposed Service/Program: Children & Family Intervention (OMH)

Proposed Dates of Operation: January 1, 2012 through December 31, 2013

Client Population/Number to be Served: Oneida County children and youth with a serious emotional disturbance and/or severe behavioral disorder, and their parents/families

Summary Statements:

I. Narrative Description of Service/Program Performance:

Under the terms and conditions of this Agreement, Kids Oneida, Inc. will:

(A) Employ or otherwise engage the services of a network of trained providers of specialized treatment and support services for children and youth diagnosed with a serious emotional disturbance or severe behavioral disorder, and their families.

(B) Assure that all necessary and essential HIPAA compliance forms are completed between Kids Oneida, Inc. its network of providers and the Oneida County Department of Mental Health as well as participate in the Oneida County Department of Mental Health Organized Healthcare Arrangement MOU in order to facilitate timely access to individual specific protected health information; and

(C) Provide a Service Plan for Individual Need (SPIN) Coordinator to arrange for and monitor all interim services developed via the Tier 1 process, i.e. Single Point of Access & Accountability (SPOA/A), including participation in any initial and subsequent meetings with the respective child and family. These individualized services can include Outpatient Assessment, Individual Therapy, Family Therapy, Special Therapy, Crisis Assistance, In-Home Treatment, Evaluation, Behavior Management, Respite, Parent Aid, Tutoring, Mentoring, Group Recreation, Rise & Shine Supervision, Supportive Work Environment, Transportation, and Translation/Interpreting.

(D) Compile and report utilization of authorized services to the Oneida County Department of Mental Health (OCDMH) on a monthly basis.

(E) Attend all scheduled case-specific and programmatic meetings, and provide regular Progress Note documentation to OCDMH (within the usual timeframe required by the Kids Oneida program of its providers).

II. Service/Program Objectives and Outcomes:

Services and related programs are provided in an effort to maintain children in the community, enhance parenting skills and keep families intact. By doing so, the costs associated with residential treatment and/or institutionalization can be minimized.

III. Service/Program Design and Staffing:

50 Contract Providers
50 Liaisons (1 per Agency Contract)
1 Coordinator of Agency Contracts
150 Workers (in total from all agencies)

Total Funding Requested: \$50,000.00

The funding will be used to provide the following services:

Coordinated Children's Services Initiative:

Tier 1 Assessments Outpatient:	\$95.00 per hour
Tier 2 Assessments Outpatient:	\$138.00 per hour
Individual Therapy:	\$95.00 per hour
Family Therapy:	\$95.00 per hour
Special Therapy:	\$20.00 per hour
Crisis Intervention & Treatment:	\$95.00 per hour
In-Home Treatment:	\$95.00 per hour
Behavior Management:	\$50.00 per hour
Respite Services:	\$20.00 per hour
Service Coordination:	\$30.00 per hour
Parent Aide:	\$35.00 per hour
Mentoring:	\$40.00 per hour
Group Recreation:	\$25.00 per hour
Supported Work Environments:	\$25.00 per hour
Discretionary Funds:	\$1.00 per hour
Attendance at Plan of Care Meeting:	\$25.00 per hour
Interpreting Service:	\$60.00 per hour
In any combination up to	\$38,000.00

Family Support:

Tier 1 Assessments Outpatient:	\$95.00 per hour
Tier 2 Assessments Outpatient:	\$138.00 per hour
Family Therapy:	\$95.00 per hour
Behavior Management:	\$50.00 per hour
Respite Services:	\$20.00 per hour
Service Coordination:	\$30.00 per hour
Parent Aide:	\$35.00 per hour
Mentoring:	\$40.00 per hour
Discretionary Funds:	\$1.00 per hour
Attendance at Plan of Care Meeting:	\$25.00 per hour
Up to	\$10,000.00

Oneida County Department Funding Recommendation(s): Account #: A4310.4951

Mandated or Non-mandated: Mandated Preventive Service

Proposed Funding Sources (Federal \$/State \$/County \$):

This contract is funded by State aid only. This contract is NOT TO EXCEED \$50,000.00.

State OMH: 100% \$50,000.00

Cost Per Client Served: See above

Past Performance Data: Kids Oneida, Inc., as envisioned, has met departmental expectations for providing specialized, highly individualized services for at-risk children and their families here in Oneida County. The agency has been in operation for many years now and has an excellent reputation in the community.

Oneida County Department Staff Comments: n/a

AGREEMENT

THIS AGREEMENT by and between the County of Oneida, a municipal corporation with its principal office at 800 Park Avenue, Utica, New York, hereinafter referred to as the "**County**" and Kids Oneida with its principal office at 310 Main Street, Utica, New York 13501 hereinafter referred to as the "**Provider Agency**".

WITNESSETH:

WHEREAS, the **County** through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State (hereinafter referred to as the "**State**") Mental Hygiene Law mandates and authorizes the **County** through its Department of Mental Health 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 **County** defines this entire set of Agreements that make-up the comprehensive and integrated system of community mental health services as an organized health care arrangement and as such, each **Provider Agency** upon final execution of this Agreement shall identify themselves as a member participant of the Oneida County Community Mental Health Network in and on all appropriate circumstances and materials; and

WHEREAS, the **County** has realized a significant growth in the number of children and families presenting to SPOA/A/Tier I and the Committee for Appropriate Placement in need of short-term interventions lasting up to 12 weeks and/or a period of services to transition to longer-term services to address the immediate clinical and behavioral issues occurring within the home or community environment; and

WHEREAS, the Second Party hereby warrants that the **Provider Agency** has the proper and necessary credentials as a licensed mental health clinic to act as a provider and resource to and for the Oneida County Department of Mental Health, and

WHEREAS, the **Provider Agency** through its network of providers has been established to meet such needs; and

WHEREAS, the **County** wishes to engage the **Provider Agency** and its network of service providers to meet the identified needs of these children, youth and families through the Tier process in need of short-term interventions lasting up to 12 weeks and/or a period of services to transition to longer-term services to address the immediate clinical and behavioral issues occurring within the home or community environment,

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2012 through December 31, 2013 or until terminated according to the provisions of paragraph 9 or otherwise amended according to the stipulations contained in paragraph 14 below.

2. The **Provider Agency** shall complete the tasks outlined below for the Oneida County Department of Mental Health:

- (A) Employ or otherwise engage the services of a network of trained providers of specialized treatment and support services for children and youth diagnosed with a serious emotional disturbance or severe behavioral disorder, and their families; and
- (B) Assure that all necessary and essential HIPAA compliance forms are completed between Kids Oneida, Inc., its network of providers and the Oneida County Department of Mental Health as well as participate in the Oneida County Department of Mental Health Organized Healthcare Arrangement MOU in order to facilitate timely access to individual specific protected health information; and
- (C) Assign a Service Program for Individual Needs (S.P.I.N.) Coordinator to monitor and oversee all interim individualized services developed and implemented via the Tier 1 process, i.e. Single Point of Access & Accountability (SPOA/A). In addition, the S.P.I.N. Coordinator will:
 - 1. Participate in any initial and subsequent meetings with the respective child and family.
 - 2. Link clients and their families to appropriate resources/services in a timely and coordinated manner.
 - 3. Act as a liaison between Tier 1, agency personnel and other service providers as necessary and appropriate.
 - 4. Provide other associated tasks as deemed necessary and appropriate by the Tier 1 Supervisor and Kids Oneida, Inc. Clinical Supervisor.
- (D) Compile and report utilization of authorized services to the Director of the Oneida County Department of Mental Health Children and Youth Single Point of Access & Accountability (SPOA/A) on a quarterly basis and in an end-of-year annual report.
- (E) Attend all case-specific and programmatic meetings convened by the Oneida County Department of Mental Health Children and Youth SPOA/A to assist in the coordination and collaboration of case assignments and case reviews, and to assure the timely delivery of services; and
- (F) Collect and provide documentation of service provision (see below) to the Director of the Oneida County Department of Mental Health Children and Youth SPOA/A; and
- (G) Provide such duties as may be required by the Oneida County Charter, the Oneida

County Administrative Code, statutes of the State of New York and of the United States, all regulations of the New York State Office of Mental Health (OMH), and any other appropriate statutes, regulations, ordinances and local laws. Performance of all duties shall be in compliance with all rules and regulations.

It is expressly understood that services performed by Kids Oneida, Inc. and its network of providers will be under the general administrative and clinical direction of the Director of the Oneida County Department of Mental Health Children and Youth Single Point of Access & Accountability (SPOA/A).

All Progress Notes will be provided within 15 days of service for each episode of service delivery. Units of Service will not be reimbursed without the required accompanying Progress Note.

3. The **Provider Agency** and its network of providers shall not be entitled to any of the benefits of an employee of the County of Oneida, such as New York State Employee's Retirement Benefits, Unemployment Insurance, Worker's Compensation, Employee's Medical, Hospital, Dental, Prescription, Optical coverage; and any other benefits that an employee of the County of Oneida normally is eligible to receive.

4. The **Provider Agency** and its network of providers warrant it is an independent contractor under this Agreement to perform a specialized service for the Oneida County Department of Mental Health. The **Provider Agency** and its network of providers further agree to hold the County of Oneida harmless for all of their actions and warrants.

5. The **County** shall not be responsible for payment of services beyond those specified within this contract, unless the Commissioner of Mental Health or her designee has provided prior written approval.

6. The **Provider Agency** and its network of providers shall not hold themselves out as, or claim to be officers or employees of Oneida County in any way shape or form and shall make no claim for, or be entitled to Workers Compensation coverage, Medical, Dental, Unemployment, Social Security or Retirement Benefits from the County of Oneida.

7. For the Services provided, the Oneida County Department of Mental Health will reimburse The **Provider Agency** according to the actual utilization of services according to the attached "**SCHEDULE "A"** Covered Services Definitions". The payment schedule will be based upon submission of an Oneida County Voucher. It is expressly understood that payment under this Agreement shall not exceed **(\$50,000.00)** fifty thousand dollars per year unless otherwise amended per paragraph 14 below. The payments will be vouchered for the following services:

1. – Family Support Services to include Respite Services and Parent Training.
2. – Youth Services rendered as coded in Schedule A. (Attached)

8. **The Provider Agency and its network of providers further covenant and agree to indemnify, defend and hold harmless the County, its officers, agents and employees, from and**

against any and all loss or expenses that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claims for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Provider Agency and the County, their officers, agents or employees, in connection with this Agreement. In addition, the Provider Agency and its network of providers shall obtain and maintain comprehensive general and professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage. The County of Oneida must be named as an "Additionally Insured" as part of the Provider Agency's and its network of providers insurance policy. Proof of same must be provided to the County at the time of the execution of this contract. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County will proof of insurance consistent with the stipulations listed above. Failure to do may result in the immediate termination of this Agreement.

9. 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** and its network of providers fail to comply with legal, professional, **County** or **State** requirements for the provision of the services covered under this Agreement, or if the **Provider Agency** and its network of providers become bankrupt or insolvent or falsify their records or reports, the **County** may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the **Provider Agency**.

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** compliance with the terms and conditions herein.

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.

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this contract and jurisdiction and venue shall lie within the State of New York.

10. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 1999, the **Provider Agency** agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by **Provider Agency** and any subcontractors. Upon awarding of this contract, and before work commences, the **Provider Agency** will be required to provide Oneida county proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the **Provider Agency** and its network of providers and/or any subcontractors in performance of this Agreement will be delivered exclusively to the Oneida-Herkimer Solid Waste Authority facilities.

11. The **Provider Agency** and its network of providers agree to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any Federal Law regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Oneida County Department of Mental Health as outlined below.

It is expressly understood that as a **Provider Agency** for the Oneida County Department of Mental Health, it may and will receive confidential information from the Department of Mental Health and this information may have been received from other independent contractors and/or licensed agencies. The **Provider Agency** and its network of providers agree that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.

Accordingly, as a condition of and in consideration of access to confidential information, the **Provider Agency** and its network of providers promise that:

A. They will use confidential information only as needed to perform the legitimate duties as outlined above for the Oneida County Department of Mental Health and the SPOA/A / Tier I program.

This means, among other things, that:

1. The **Provider Agency** and its network of providers will only access confidential information for which there is a need to know; and

2. The **Provider Agency** and its network of providers will not in any way divulge, copy, release, sell, loan review, alter or destroy any Confidential information except as properly authorized within the scope of the professional activities provided in accordance of Schedule "A".

3. The **Provider Agency** and its network of providers will not misuse confidential information or carelessly handle confidential information.

B. The **Provider Agency** and its network of providers will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. Both the **Provider Agency** and its network of providers accept responsibility for all activities undertaken using any access code and other authorization.

C. The **Provider Agency** and its network of providers will 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 suspect 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** and its network of providers understand that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.

E. The **Provider Agency** and its network of providers understand that there is no right or ownership interest in any confidential information referred to in this Agreement. The

Oneida County Department of Mental Health 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** and its network of providers will safeguard the confidentiality of all confidential information.

F. The **Provider Agency** and its network of providers will 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 either The **Provider Agency** and/or individual providers within the network.

12. The **Provider Agency** and its network of providers agree not to discriminate 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 during the course of providing services and in accordance with 403 of Title 18 of the NYSDSS regulation and Section 2782 of the Public Health Law, he shall be informed of the penalties and fines for any redisclosure found to be in violation of New York State Law and/or Regulation.

The **Provider Agency** and its network of providers shall include the following written statement when disclosing any confidential HIV related Information:

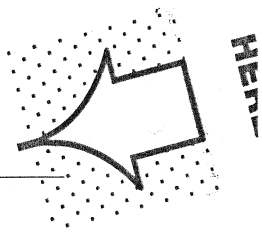
“This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized 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. The **Provider Agency** and its network of providers agree that as mandated reporters, all instances of suspected child abuse, neglect, and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the decision to file a report with the Central Register. The **Provider Agency** and its network of providers shall also notify the Director of Oneida County Department of Mental Health Children and Youth Single Point of Access and Accountability of any and all reports made to the Child Abuse Registry.

14. 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.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA



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

Date

By: Linda M. Nelson
Linda M. Nelson
Commissioner of Mental Health

Date

12/2/11

PROVIDER AGENCY

By: Robert Roberts
Robert Roberts
Executive Director
Kids Oneida, Inc.

Date

12-2-11

Approved as To Form Only:
Oneida County Attorney:

By: Margaret O'Brien
Date: 12/19/11

APPENDIX A
CONTRACT BUDGET 2012
KIDS ONEIDA

	OMH	\$50,000.00	
	OMRDD		
	OASAS		
Total State Aid			\$50,000.00
County Funds			\$0.00
Voluntary Contribution (Matched)			\$0.00
Unmatched Contribution by Agency (non-funded amt)			\$0.00
TOTAL FUNDING			\$50,000.00

Appendix B: Service/ Functional Program

I. General Agency/ Organization Parameters

- a. The Mission of Kids Oneida is "Empowering Children and Families." The Vision of Kids Oneida is "Keeping Families Together." The contract for SPIN services with the Oneida County Department of Mental Health is at the discretion of the CEO/Executive Director, Robert Roberts III, and therefore does not require an additional Board of Directors resolution or motion.
- b. Through the execution of such a contract with the Oneida County Department of Mental Health, Kids Oneida is agreeing to participate in the Oneida County Mental Health System of Care. All services rendered under this contract are provided by duly certified or credentialed Mental Health or Social Service Contractors specializing in mental health or family support services. Copies of the individual contracts with each independent contract is available as needed.
- c. Kids Oneida utilizes a comprehensive Management Information System (MIS) system, CMS, to monitor and account for the service delivery to families. This web based system allows for comprehensive and thorough review of all documented interactions with families served under the SPIN Contract. It is the sole responsibility of the SPIN Coordinator to ensure all quality indicators are measured and accounted for in the deliver of services. Comprehensive data is collected, maintained, and measured within CMS that is then readily available to the SPIN Coordinator and contracting agency (OCDMH) in assessing ongoing need.

II. Service/ Program Functional Description

Please see the attached Functional Description of the Kids Oneida.

Functional Description

Service/ Program: Kids Oneida SPIN

I. Historical Perspective

Kids Oneida, Inc. has been providing intensive community based services to children and families of the Mohawk Valley since 1996. Built on the principles of the Wraparound process, the agency provides intensive, collaborative, and highly coordinated community based services. The service delivery model has documented success in preventing youth with severe emotional disturbance (SED) from entering residential placements, shortening the length of stay youth are spending in out of home care, and decreasing the rate of recidivism for youth discharged from out of home placement. Kids Oneida prides itself on providing a cutting edge product that is not only unique to New York State but has gained national attention for the aforementioned successes, but also for being able to do it at a fraction of the cost compared to the cost of out of home placement.

In the mid 1980's, Oneida County's Department of Social Services and Mental Health began to explore ways decrease the number of out-of-home placements of youth with serious emotional disturbances. Work groups comprised of consumers, community providers and major stakeholders were formed to examine various service delivery models. After thorough research, the parties involved concluded the Wraparound approach as the best fit to accomplish their mission. Through an unprecedented collaboration among various local and State governmental entities, the concept of Kids Oneida was born. In 1996, funding from the Robert Wood Johnson Foundation was awarded as seed money for program start-up. In 1997, Integrated Community Alternative Network (ICAN), a non-profit care management entity, was established and designed to operate the Kids Oneida program. In 1998, a decade after the first discussions were initiated, Kids Oneida began full operation when it was granted licensure by the New York State Office of Mental Health to operate as an Article 31 (Parts 587/588) Outpatient Clinic. Through a number of wavier provisions from local and State entities, the program was able to deliver services and implement a fiscal model in a way unmatched by any other program in New York State. In 2007, the organization's name was changed from ICAN to Kids Oneida, Inc. Since its inception, Kids Oneida has grown increasing the number of youth and families served through expanding and adding the types of services offered.

To date, Kids Oneida has gained state and national attention given the uniqueness of its design and its potential as a model for replication. It has had three comprehensive external evaluations by nationally recognized organizations (John Lyons, Northwestern University, 2002, Mount Sinai Hospital, 2004, Florida Mental Health Institute, 2003) with very positive results. Kids Oneida has consistently demonstrated that positive outcomes can be achieved despite significant trauma, mental illness, and psychosocial stressors through this strength and team based approach.

Originally starting with 4 Family Service Coordinators, 19 Service Provider contracts, and one level of service intensity, today Kids Oneida operates 6 service programs, offers parent partner and parent support, manages a network of over 150 providers, and serves more than 300 families on any given day. Kids Oneida currently operates: Kids Oneida/Step-Down Program, Case Planning Program, Service Provisions for Individual Needs (SPIN), Return Home Early Project, Kids Herkimer, and Safe Schools/Healthy Students Mental Health Services. In addition to the service based programs, Kids Oneida has a strong Parent Partner and Support Department. Empowering parents has been and continues to be a core value of the organization. The development of the Parent Support Group, which continues to strengthen and grow, gives evidence to our commitment to train, support, and teach biological parents and/or those who have chosen to take on the responsibilities of caring for a child.

The existence of over 150 professionals available on demand in a highly coordinated provider network allows for individualized and team based interventions that achieve proven results. This growth has allowed Kids Oneida to better meet the range of needs of youth and families. The service expansion has strengthened the organizations' goal of being a value based program focusing on empowering families, achieving outcomes, and cost efficiency.

In 2005, Kids Oneida added the Service Program for Individual Needs (SPIN) program. SPIN uses a fee-for-service model whereby services are unbundled and provided as single service units. Services rendered may or may not be supplemental to an active treatment plan and all services are provided through contract agreements. SPIN allows for the provision of specialized services adding to the scope and capacity of the contractor's delivery system. Contract agents decide the service menu as well as frequency and duration of service provisions.

Originally starting as a supplement program for a sole contractor, the SPIN program has grown to include more than 10 contracts with various types of organizations (i.e. school districts, hospitals, mental health providers, etc.).

II. Organization

Please see attached Organizational Chart (Appendix K)

III. Quality Indicators

The goal of SPIN is to provide added service provisions on demand and as needed to the Oneida County Department of Mental Health's System of Care in an effort to keep children out of restrictive levels of care, keeping families together. Indicators measured include:

- All referrals are assigned a provider within 72 hours of receipt.
- Children at risk avoid placement by being maintained in their home environment.

- Providers contact families within 48 hours of case assignment.

IV. Target Population

The target population of the Kids Oneida SPIN program includes severely emotionally disturbed (SED) youth between the ages of five and eighteen residing in Oneida County.

V. Admission Criteria

To be considered for services by the Kids Oneida SPIN program, children have to meet the specifications under target population and must be referred by the Oneida County Department of Mental Health. Participation of youth in this program is at the sole discretion of the Department.

VI. Discharge Criteria or Termination of Service

The discharge and termination of Kids Oneida SPIN services under the contract with the Oneida County Department of Mental Health is at the sole discretion of the Department. Recommendations regarding length of service or transition to another level of care may be recommended by Kids Oneida but ultimately decided by the Department.

VII. List of Service Provided within the Program

Please see the attached SPIN Schedule A for a comprehensive list and description of the services offered by Kids Oneida.

VIII. Staffing Patterns

All Kids Oneida SPIN services are provided through the diverse Provider Network under the direction of one SPIN Coordinator.

IX. Staff Training

All Service Providers providing covered services provide evidence of compliance with all Kids Oneida required training programs, child abuse/maltreatment recognition, as well as a minimum of six hours of KO approved training in human services and/or mental health area. This training includes First Aid certification, CPR certification, Mental Health 101, Wraparound 101, and New Providers training. Proof of attendance is provided to KO and compliance monitored.

X. Utilization Review

Please see attached Kids Oneida Utilization Review document. Please note, not all applies to SPIN services.

XI. Location of Sites/ Hours of Operation

The Kids Oneida main office is located at 310 Main Street Utica, NY 13501. The hours of operation are Monday through Friday 8:30am- 4:30pm unless otherwise specified. All services provided to the families and children served under the Kids Oneida OCDMH SPIN contract are provided in the recipients home and/or community.

SCHEDULE "A" Covered Service Definitions
Service Provisions for Individual Needs
Revised 5/3/11

Covered Service: Assessment Outpatient

Service Code: 5000

Service Description: Neurological, psychiatric, psychological, developmental, functional behavioral and learning disability evaluations by a qualified professional on an outpatient basis.

Credentials: Licensed Physician, Licensed Psychologist, Licensed Social Worker (LCSW)

Unit Type: Hourly

Contracted Rate: Physician TBD, \$138 PHD Psychology, \$95 Licensed Social Worker

Covered Service: Individual Therapy

Service Code: 5100

Service Description: Goal-directed, face-to-face therapeutic intervention (including insight-oriented, behavior modifying, or supportive psychotherapy) with the enrolled client which focuses on the mental health/behavioral/emotional needs of the client.

Credentials: Licensed Psychologist, Licensed Social Worker (LMSW-supervised/LCSW), MFT, Licensed Mental Health Counselor

Unit Type: Hourly

Contracted Rate: \$138 Psychologist, \$95 Social Worker, MFT, Licensed Mental Health Counselor

Covered Service: Family Therapy

Service Code: 5110

Service Description: Goal-directed, face-to-face therapeutic intervention with the minimum of two family members that may include the enrolled client. Services may be in a clinic setting, school, or home.

Credentials: Licensed Psychologist, Licensed Social Worker (LMSW-Supervised/LCSW), MFT, Licensed Mental Health Counselor

Unit Type: Hourly

Contracted Rate: \$138 Psychologist, \$95 Social Worker, MFT, Licensed Mental Health Counselor

Covered Service: Group Therapy

Service Code: 5120

Service Description: Goal-directed, face-to-face therapeutic intervention with the enrolled client and one or more clients who are treated at the same time that focuses on the mental/behavioral/emotional needs of the clients in the group.

Credentials: Licensed Psychologist, Licensed Social Worker (LMSW-Supervised/LCSW), MFT, Licensed Mental Health Counselor

Unit Type: Hourly

Contracted Rate: Per Individual Contract

Covered Service: Special Therapy

Service Code: 5130

Service Description: Goal-directed, face-to-face non-traditional therapeutic intervention with the child and one or more children who are treated at the same time that focuses on the mental/behavioral/emotional needs of the children in the group.

Credentials: Certified Creative Art Therapists

Unit Type: Hourly

Contracted Rate: Per Individual Contract

Covered Service: Skill Building Group

Service Code: 5131

Service Description: Goal-directed, face-to-face non-traditional group that coach and/or train the child and one or more other children who are treated at the same time that focus on the children in the group.

Credentials: 1,000 hours experience with SED Children with experience in related areas.

Unit Type: Hourly

Contracted Rate: Per Individual Contract

Covered Service: Crisis Intervention and Treatment

Service Code: 5140

Service Description: Immediate on-site (home, school, community) therapeutic response, available 24 hours per day, which involves face-to-face or direct telephone contact with enrolled client exhibiting acute psychiatric symptoms, and their families and other collaterals to alleviate the problems which if untreated present an immediate threat to clients or others.

Credentials: 1,000 hours experience with SED Children

Unit Type: Hourly

Contracted Rate: \$95 per hour

Covered Services: Reintegration Treatment Services

Service Code: 5210

Service Description: Services specifically designed to focus on the reintegration of a child into the family/surrogate family home after a placement in a hospital, residential treatment center, group home or any out-of home placement.

Credentials: 2,000 Hours Experience with SED Children and completion of the Kids Oneida Reintegration Treatment Services training or equivalent

Unit Type: Hourly

Contracted Rate: \$50 per hour

Covered Service: Behavioral Management Services

Service Code: 5240

Service Description: Behavioral strategy program designed to meet behavioral objectives. Provide ongoing interventions that support the child and family in implementing the Plan of Care. This service reinforces the desired behavioral or cognitive changes by assisting the child and family in application of clinical treatment plans and strategies. Crisis response duties may be negotiated on a case by case basis. The service should be: 1.) planned 2.) working on skill building and behavior changes 3.) goal and outcome oriented.

Credentials: 2,000 Hours Experience with SED Children and completion of the Kids Onelida Behavior Management training or equivalent.

Unit Type: Hourly

Contracted Rate: \$50 per hour

Covered Service: Respite Service-Daily

Service Code: 5410

Service Description: Respite care refers to appropriate temporary care (usually day, overnight or longer), that is provided to a child in order to sustain the family structure or to meet the planned needs of the child. The placement that is expected not to exceed 21 days.

Credentials: Licensed/Certified Provider

Unit Type: Daily

Contracted Rate: \$95 per day

Covered Service: Respite Service-Hourly

Service Code: 5411

Service Description: Hourly respite care refers to appropriate temporary care that is provided to a child in order to provide the family/guardian with support/relief, that otherwise could result in the child's removal. This service can be provided to more than one child in a group setting.

Credentials: 1,000 Hours Experience with SED Children

Unit Type: Hourly

Contracted Rate: \$20 per hour

Covered Service: Teachers Aid

Service Code: 5521

Service Description: A service delivered to an enrolled child during the school day to assist in preventing behavioral problems that otherwise, if unmonitored, could result in suspension from school.

Credentials: Licensed Teacher or 1,000 hours experience with SED children

Unit Type: Hourly

Contracted Rate: \$40 Licensed Teacher, \$25 Other Qualified Provider

Covered Service: Parent Aid

Service Code: 5522

Service Description: Services provided in the home/community that focus on the need of the parent for instruction and skill development to maintain or enhance parental functioning.

Credentials: 1,000 Hours Experience with SED

Unit Type: Hourly

Contracted Rate: \$35 per hour

Covered Service: Tutoring

Service Code: 5523

Service Description: Service provided to assist a child in achieving or maintaining age-appropriate academic skills as indicated on the client's IEP/report card or recommendations from teacher.

Credentials: Licensed Teacher or 1,000 hours experience with SED Children

Unit Type: Hourly

Contracted Rate: \$40 Licensed Teacher, \$25 Other Qualified Provider

Covered Service: Mentoring

Service Code: 5524

Service Description: Service provides a structured one-to-one relationship or partnership that focuses on the needs of the mentored child in achieving a treatment goal. It encourages youth to develop to their fullest potential and helps that youth develop a vision for the future.

Credentials: 1,000 Hours of experience with SED Children

Unit Type: Hourly

Contracted Rate: \$40 per hour

Covered Service: Life Coach

Service Code: 5526

Service Description: Services that provide help in initiating or maintaining a community-based placement including supportive counseling, help finding an apartment, case management services to client and family members, etc., when provided by a person other than a service coordinator.

Credentials: 2,000 Hours Experience with SED Children

Unit Type: Hourly

Contracted Rate: \$40 per hour

Covered Service: Family Skills Training Group

Service Code: 5528

Service Description: Structured family activity designed to increase the ability of families to be successful in the community while helping to improve their relationships. Support is offered through a variety of activities such as; problem solving, social skills, development of play skills and cooperation.

Credentials: 1,000 Hours Experience with SED Children and Parents

Unit Type: Hourly

Contracted Rate: \$40 per hour

Covered Service: Overnight Supervision

Service Code: 5532

Service Description: Provides overnight supervision to ensure safety of an enrolled child.

Credentials: 1,000 Hours experience with SED Children

Unit Type: Hourly

Contracted Rate: \$50 per hour

Covered Service: Child/Family Supervised Visitation

Service Code: 5533

Service Description: Provides monitoring/supervising court order visitation between enrolled child and family members or individually identified by family court judge.

Credentials: 1,000 Hours Experience with SED children

Unit Type: Hourly

Contracted Rate: \$30 per hour

Covered Service: Group Recreation

Service Code: 5535

Service Description: Group Recreation for one or more enrolled children siblings.

Credentials: 1,000 Hours Experience with SED Children

Unit Type: Hourly

Contracted Rate: \$25 per hour

Covered Service: Vocational Skill Building

Service Code: 5537

Service Description: Assist child adjust to work place. Duties will vary based on need of child and requirements of employer. Skill Builder may work with child on social interaction, personal hygiene, motivation and task oriented behavior.

Credentials: 1,000 Hours Experience with SED Children

Unit Type: Hourly

Contracted Rate: \$40 per hour

Covered Service: Rise & Shine Supervision

Service Code: 5538

Service Description: Service provides face-to-face supervision prior to scheduled school day, to child with high-risk truancy issues and/or behaviors that would otherwise result in school suspensions. Service requires daily logs and communications with school personnel if client is unable or unwilling to attend school.

Credentials: 1,000 Hours Experience with SED Children

Unit Type: Each

Contracted Rate: \$50 Each

Covered Service: Supportive Work Environments

Service Code: 5560

Service Description: Provides support and supervision to youth in a group work setting to develop job readiness. Service also includes career planning and job placement.

Credentials: 2,000 hours of experience with SED children with experience in vocational rehabilitation

Unit Type: Hourly

Contracted Rate: Per Individual Contract

Covered Service: Transportation

Service Code: 5570

Service Description: Provides transportation of enrolled client or family members to and from scheduled appointments.

Credentials: 1,000 hours of experience with SED children

Unit Type: Hourly

Contracted Rate: \$25 per hour

Covered Services: Discretionary Recreation/Personal

Service Code: 5585

Service Description: Provides monies recreational/personal activities for a rate of up \$30.00 per month per child.

Unit Type: Dollar Amount

Contracted Rate: \$1 per unit

Covered Service: Curfew-Phone

Service Code: 5600

Service Description: Telephone contact to monitor curfew compliance. Provider should speak directly to child and collateral contact if possible.

Credentials: Contracted Provider

Unit Type: Each

Contracted Rate: \$10 each

Covered Service: Curfew Face-to-Face

Service Code: 5610

Service Description: Face-to-face contact to ensure curfew compliance. Court Ordered or clinical approval prior to FSC authorization

Credentials: Contracted Provider

Unit Type: Each

Contracted Rate: \$50 each

Covered Service: Interpreting Service

Service Code: 5630

Service Description: Service to be used as a way to facilitate team communication and to assist with clinical issues. Service cannot be billed while working simultaneously in another capacity.

Credentials: Demonstrated Fluency

Unit Type: Hourly

Contracted Rate: \$60 per hour

Covered Service: Parent Partner

Service Code: 5640

Service Description: Parent Partners work as part of multidisciplinary teams and provide support and assistance through advocacy and family support. Their life knowledge and skills are brought to the position to enhance the team effort to deliver assistance to the family as they explore the goals they would like to achieve. Parent Partners encourage family participation in appropriate services, model effective parenting skills, and provide outreach to ensure that families served will not escalate to high risk cases.

Credentials: Life experience as a caretaker for individuals with severe emotional disabilities.

Unit Type: Hourly

Contracted Rate: \$40 per hour

Utilization Review

As part of the agency quality assurance client records (hard copy & electronic) are reviewed to assure information is up to date and accurate. In addition to reviewing documentation, evidence must exist that the client's current level of care is the most appropriate and least restrictive.

UR Schedule:

- Initial Client Record Review by day 30 of enrollment
- Update Client Record Review every 6 months following the Initial Review
- Discharge Client Record Review within 30 days of disenrollment

The following areas are reviewed:

Client Information: All of this information should be in the file by the 30th day of enrollment with Kids Oneida, Step Down, or Kids Herkimer. The following documents require annual updates: DSS Application & Dwelling Survey. Updates to documentation should occur within 24 hours of the change (i.e. insurance information).

Assessment: A psychosocial Assessment is required for every client in Kids Onieda, Step Down Program, or Kids Herkimer. Every client in Kids Oneida should have a psychiatric evaluation dated within the last 12 months. Psychological assessments are not required, however may completed to assess client needs.

Treatment Section: Plan of Care, CAFAS, and Crisis Intervention Plan must be completed within established timeframes. Plan of Care must clearly state the Discharge Plan.

Progress Notes: Progress notes must be completed within established timeframes.

Education Section: Updated Individual Education Plans must be present for all identified clients with a Special Education Classification. Report Cards, attendance records, and disciplinary actions are filed in this section of the client record.

Authorizations: All Authorizations need to be up to date.

Medical Section: Fully completed Medical History Form of Identified Client with immunization records. All/any drug and alcohol screenings.

Correspondence: Any/all written correspondence (i.e. meeting notifications, letters to family, etc.)

Legal Documents: Court Report Sheets (blue) for every court appearance during case enrollment; Active Court Orders; Court Petitions;

Disenrollment: All closing paperwork pertaining to client disenrollment.

*Information should be filed from front to back with the most recent information appearing at the end of each section.

Appendix C: Resolution 249 Compliance

Service and Program Locations

Attach a list of all Oneida County locations where services and programs will be provided. This list should include all services and programs not withstanding their delineation in *Appendix A* of this Agreement.

As required in Section K of the Contract language, attach a copy of the Agreement/Contract between the **Contractor** and the hauler of solid wastes and recyclables for each site. Include a certification statement from the Oneida-Herkimer Solid Waste Management Authority attesting that the hauler utilizes the facilities of the Authority in compliance with Resolution 249 of the Oneida County Board of Legislators.

07/18/2011 10:52

3157332305

OHSWA ADMIN OFFICE

PAGE 01/01

ONEIDA-HERKIMER SOLID WASTE AUTHORITY

BOARD MEMBERS

Donald Gross, Chairman
Neil C. Angell, Vice Chairman
Larry A. Herlihe, Treasurer
Vincent A. Casale
Alicia Dicks

James M. D'Onofrio
Barbara Freeman
Kenneth A. Long
Robert J. Roberts, III
James M. Williams

William A. Rabbia, Executive Director
Peter M. Rayhill, Authority Counsel
Jodi M. Tuttle, Authority Secretary

July 18, 2011

Ms. Debbie Wormuth
Kids Oneida, Inc.
310 Main Street
Utica, NY 13501

RE: SOLID WASTE HAULER CERTIFICATION OF COMPLIANCE

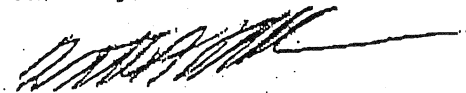
Dear Ms. Wormuth:

Based upon the information you provided, this will certify your compliance with County solid waste management policy, specifically the May 26, 1999 Oneida County Board of Legislators Resolution #249. Your current solid waste hauler (**Waste Management of Utica**) is presently delivering your solid waste to an Oneida-Herkimer Solid Waste Management Authority facility for disposal.

In the event that you change your solid waste hauler you should immediately contact the Oneida-Herkimer Solid Waste Authority office for solid waste hauler compliance verification.

If you any questions please feel free to contact this office.

Sincerely,



William A. Rabbia
Executive Director

WAR/aag

Certificate of Destruction

This is to certify that ConfiData acknowledges receipt of confidential material
described in the contract corresponding to the number herein:

ConfiData will handle and process this material in a manner affording
strict confidentiality and recyclability.

ConfiData Bambi Helmer

Date 6-9-11

contract number No 54014

Appendix D: Insurance Statement

**Attach a copy of the Contractor's Certificate of Insurance that clearly lists Oneida County as an "Additionally Insured".
As stated in Section F of the Contract.**

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Haylor, Freyer & Coon, Inc.		NAMED INSURED Kids Oneida Inc. 310-316 Main Street Utica NY 13501-5104	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is included as an additional insured under policy #S1850714 per CG 72 17 01 09 as required by written contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/29/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Haylor, Freyer & Coon, Inc. 102 Business Park Drive, Suite 2 Utica NY 13502	CONTACT NAME: _____
	PHONE (A/C, No. Ext): 315-734-9386 FAX (A/C, No): 315-703-7669 E-MAIL ADDRESS: dconti@haylor.com PRODUCER CUSTOMER ID #: _____
INSURED Kids Oneida Inc. 310-316 Main Street Utica NY 13501-5104	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Selective Way Insurance Company
	INSURER B: Federal Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 887935872 **REVISION NUMBER:** _____

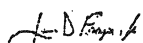
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	S1850714	8/20/2011	8/20/2012	EACH OCCURRENCE - \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		S1850714	8/20/2011	8/20/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	Y	S1850714	8/20/2011	8/20/2012	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors & Officers Liab Deductible: \$2,500		82121286	8/20/2011	8/20/2012	Limits of Liability: Each Loss: \$1,000,000 Each Policy Year: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

See Attached...
CERTIFICATE HOLDER

CANCELLATION

Oneida County, its officers, agents and employees 235 Elizabeth Street, 3rd Floor Utica NY 13501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Haylor, Freyer & Coon, Inc.		NAMED INSURED Kids Oneida Inc. 310-316 Main Street Utica NY 13501-5104	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is included as an additional insured under policy #S1850714 per CG 72 17 01 09 as required by written contract.



Haylor, Freyer & Coon, Inc.

Attention Certificate Holder:

We are providing you a Certificate of Insurance using the latest ACORD 25 (2009/09 ed.) as required by the ACORD licensing agreement with participating insurance carriers. Prior editions have been withdrawn and their use phased out.

There are several changes in the form that we would like to point out. The more important ones have been made to satisfy regulatory concerns that Certificates were being stretched into policy forms, which they are not.

The form no longer includes a notice of cancellation provision. It is left for the policy itself to state the specifics regarding cancellation of the policy. If the policy is endorsed to amend the standard cancellation provisions, the exact wording of the amendment may be shown on the Certificate.

The "Description" box has been modified to limit its use to a description of operations, locations or vehicles to which the Certificate applies. No longer will you see Exclusions added by Endorsement or Special Provisions. In place of this wording you may find copies of pertinent policy endorsements that will be enclosed with the Certificate. An ACORD 101 (2008/01 ed.) will be included listing the endorsements that accompany the Certificate.

You will also note that columns have been added in the "Coverages" section for indicating if Additional Insured status or a Waiver of Subrogation has been granted by the policy.

Please note that the new edition of the ACORD 25 is now a one-page document.

**ELITEPAC
General Liability Extension
Social Services**

COMMERCIAL GENERAL LIABILITY
CG 72 17 01 09

SUMMARY OF COVERAGES (including Index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-5) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insured - Primary and Not Contributory	Page 5
Blanket Additional Insureds - Broad Form Vendors - As Required By Contract	Page 4
Cancellation Notification Extension (other than nonpayment of premium)	Page 5
Not-for-profit Members - Including Club Members	
Not-for-profit Members - as additional insureds	Page 4
Not-for-profit Members Medical Payments	Page 4
Not-for-profit Members - defined	Page 5
Damage to Premises Rented to You (\$1,000,000)	Page 3
Knowledge of Occurrence, Claim, Suit or Loss	Page 4
Liberalization Clause	Page 5
Medical Payments - increased limit (\$ 20,000)	Page 4
Mental Anguish Amendment (not applicable to New York)	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
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Discrimination and Humiliation Amendment (not applicable in New York; Excludes Advertisement)	Page 5
Products Amendment - Not-for-profit	Page 4
Supplementary Payments Amended - Bail Bonds (\$2,500) and Loss of Earnings (\$500)	Page 4
Temporary Workers	
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**ELITEPAC
General Liability Extension
Social Services**

COMMERCIAL GENERAL LIABILITY
CG 72 17 01 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Part identified in this endorsement will be amended as shown below. But, when two or more Coverage Parts of this policy apply to a loss, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

COVERAGES - Amendments

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

• **Employer's Liability Amendment**

The following will be added to the Employer's Liability exclusion:

This exclusion also does not apply to any "temporary worker."

• **Non-Owned Watercraft**

The Aircraft, Auto or Watercraft Exclusion is amended as follows:

This exclusion does not apply to a watercraft you do not own that is less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. But, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to the Other Insurance provisions of this policy for Excess Insurance.

• **Non-Owned Aircraft**

The Aircraft, Auto or Watercraft Exclusion is amended as follows:

This exclusion does not apply to any aircraft, not owned or operated by any insured, that is hired, chartered or loaned with a paid crew. But, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to the Other Insurance provisions of this policy for Excess Insurance.

• **Damage to Premises Rented to You**

The provision of **COVERAGE A** dealing with damage to premises while rented to you or temporarily occupied by you with the permission of the owner is amended as follows:

As used in this extension (only, including its use in **LIMITS OF INSURANCE**, the Declarations and the Other Insurance provisions), the term Damage shall include fire, lightning or explosion.

The Damage to Premises Rented to You Limit of **LIMITS OF INSURANCE** is amended as follows:

The Damage to Premises Rented to You Limit, for covered fire, lightning or explosion, is the higher of \$1,000,000 or the amount shown in the Declarations for the Damage to Premises Rented to You Limit. This limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises rented to you or temporarily occupied by you with permission of the owner, for all such "property damage" proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three. This Damage to Premises Rented to You Limit is subject to the Each Occurrence Limit.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

EXCLUSIONS

The exclusion of relating to liability assumed in a contract or agreement only applies to damages arising out of advertisement.

COVERAGE C. MEDICAL PAYMENTS

EXCLUSIONS

• **Any Insured Amendment**

The following is added to this section:

The exclusion applicable to any insured does not apply to:

1. "Not-for-profit members."

- **Product Amendment**

The exclusion applicable to the "products-completed operations hazard" does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises, if you are a not-for-profit operation.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

- **Expenses For Bail Bonds And Loss Of Earnings**

The provisions of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** are amended as follows:

Subject to all other provisions of this section, the limitations for expenses for bail bonds and loss of earnings are increased as follows: we will pay up to \$2,500 for the cost of bail bonds, and up to \$500 a day for loss of earnings because of time off from work.

WHO IS AN INSURED - Amendments

- **Not-for-Profit Organization Members**

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, **WHO IS AN INSURED** is amended to include as additional insureds your officials, trustees, board members, insurance managers, and "not-for-profit members," but only with respect to their liability for your activities or activities they perform on your behalf.

- **Employees As Insureds Modified**

The exclusion relating to injury to a co-"employee" does not apply to injury to, or property damage to the property of, a "temporary worker" caused by a co-"employee" who is not a "temporary worker."

- **Blanket Additional Insureds - Broad Form Vendors - As Required By Contract**

WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or part, by:

1. Your ongoing operations performed for that person or organization, "your product," or premises owned or used by you; but this provision does not include any architects, engineers, or surveyors with respect to any injury or damage arising out of the rendering or failure to render any professional services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

2. Your maintenance, operation or use of equipment, other than aircraft, "auto" or watercraft, leased to you by such person or organization. A person or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; and other insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and not contributory in the contract, agreement or permit.

The provisions of this coverage extension do not apply unless the written contract or agreement has been executed (executed means signed by the named insured and additional insured) or permit issued prior to the "bodily injury" or "property damage".

LIMITS OF INSURANCE

- **Increased Medical Payments**

The following is added to **LIMITS OF INSURANCE**:

The Medical Expense Limit under **COVERAGE C** will be \$20,000, or the amount shown in the Declarations for Medical Expense Limit, whichever is higher.

All other terms and conditions of **COVERAGE C. MEDICAL PAYMENTS** remain unchanged.

COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

- **Knowledge Of Occurrence, Claim, Suit Or Loss**

The requirements for reporting and sending claim or "suit" information to us, including provisions related to the subsequent investigation of such claims or "suits," under **Duties In The Event Of Occurrence, Offense, Claim Or Suit** do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;

3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, trustees, board members, or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

• **Unintentional Failure To Disclose Hazards**

The following is added to **Representations**:

But, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure.

• **Waiver Of Transfer Of Rights Of Recovery**

We will amend the **Transfer Of Rights Of Recovery Against Others To Us Condition** to waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard," if:

1. The waiver of such rights is required in a written contract or agreement with that person or organization; and
2. The provisions of the **Blanket Additional Insureds - Broad Form Vendors - As Required By Contract** section of this form also apply to that same contract; and
3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract."

The section above only applies to that person or organization identified above, and only if the injury or damage occurs subsequent to the execution of the written contract, agreement.

If you are a "golfing facility," we will also waive any right of recovery we may have against any of your members or their guests because of payments we make for injury or damage arising out of their actions at your premises to which this Coverage Part applies. But, this provision does not apply to injury or damage that is expected or intended by your member or their guest.

• **Liberalization**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

• **Cancellation**

For other than nonpayment of premium, the notice of cancellation condition is 60 days.

DEFINITIONS

• **Discrimination And Humiliation**

(This provision does not apply in the state of New York.) The definition of "personal and advertising injury" is amended by the addition of the following offense:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

1. Not done intentionally by or at the direction of:
 - a. The insured; or
 - b. Any "executive officer," director, stockholder, partner, manager or member of the insured; and
2. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
3. Not arising out of any advertisement by the insured.

• **Employee Amendment**

The definition of "employee" is replaced by the following:

"Employee" includes a "temporary worker."

• **Mental Anguish Amendment**

(This provision does not apply in New York.) The definition of "bodily injury" is amended to include mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury.")

• **Not-for-profit Members**

"Not-for-profit members" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

Appendix E: Property

Not applicable. Kids Oneida has not purchased property to be utilized for this contract.

Appendix F: HIPAA Policy and Procedures

**Attach a copy of the Contractor's
HIPAA Policy and Procedures as required by Section K of Contract**



310 Main Street, Utica, NY 13501
Phone: (315) 792-9039 - Fax: (315) 792-9578

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Kids Oneida is required by law to maintain the privacy of your child's health information and the health information of other family member receiving Kids Oneida services (hereinafter referred to as "your health information") and to provide you with notice of its legal duties and privacy practices with respect to your health information. If you have questions about any part of this notice or if you want more information about the privacy practices at Kids Oneida, please contact:

Director of Quality Assurance
310 Main Street
Utica, NY 13501
(315) 792-9039

Effective Date of this Notice: 03/31/10

I. How will Kids Oneida use or disclose your health information?

Kids Oneida collects health information regarding your child and other family members receiving services and stores it in a chart and on a computer. This medical record is the property of Kids Oneida, but the information in the medical record belongs to your family. Kids Oneida protects the privacy of your health information. The law permits Kids Oneida to use or disclose your health information for the following purposes.

1. **Treatment:** Kids Oneida coordinates a child's Plan of Care (POC) that typically includes a number of service providers that provide traditional and non-traditional mental health services under contract with Kids Oneida. This also includes Oneida County Department of Social Services, Oneida County Mental Health, and Oneida County Probation Department. Other family members may also receive these services.
2. **Payment:** Kids Oneida receives money to support the program from Oneida County Department of Social Services and Medicaid if a child meets the eligibility requirements.

We share some information with these organizations that makes you eligible to receive services. Kids Oneida is billed for services provided by service providers under contract to Kids Oneida.

3. **Regular Health Care Options:** Kids Oneida works with a number of providers under contract to the organization to perform a variety of services with the goal of improving each enrolled child's mental health functioning. Services include clinical services or non-traditional services such as mentoring, recreation or community supervision. There are more than 40 services that Kids Oneida may provide.
4. **Information Provided to You:** A notice of Privacy Practices is distributed prior to the beginning of treatment and is reviewed with you. All families currently receiving Kids Oneida services will receive an updated copy of our Privacy Practices Notice prior to 03/31/10.
5. **Notification and Communication with Family:** Generally, an enrolled child's family is part of our interdisciplinary team approach that is working on your child's care. Kids Oneida maintains the right to discuss your child's POC with you and family members that you identify. If you are unable or unavailable to agree or object, our health professional will use their best judgment in communication with your family and others.
6. **Required By Law:** As required by law, we may disclose your health information (e.g. in the case of an allegation of child abuse or neglect).
7. **Public Health:** As required by law, we may disclose your health information to protect the public health, e.g. reporting domestic violence, reporting to the Food and Drug Administration problems with products and reactions to medications, and reporting disease or infection exposure.
8. **Health Oversight Activities:** We may disclose your health information to health agencies during the course of audits, investigations, inspections, licensure, and other proceedings.
9. **Judicial and Administrative Proceedings:** We may disclose your health information in the course of any administrative or judicial proceedings including Family Court or any other inquiries made on behalf of Family Court, e.g. in case of a probation investigation.
10. **Law Enforcement:** We may disclose your health information to law enforcement officials for the purposes such as identifying and locating a suspect, fugitive, material witness or missing person, complying with a court order or subpoena and other law enforcement purposes.

11. **Public Safety:** We may disclose your health information to appropriate persons in order to prevent or lessen a serious and imminent threat to the health or safety of a particular person or to the general public.
12. **Health Plan:** We may disclose your health information to the sponsor of your health plan if the benefits for your treatment exist under covered services.
13. **For Research Purposes:** Kids Oneida is widely studied operation and occasionally a review of data and outcomes of the program occurs. Kids Oneida will not release any personal health information that will personally identify your child or other family members without your written permission. However, your health information may be reviewed as part of developing general information about the program.
14. **Education Contacts:** As part of our interdisciplinary plan, Kids Oneida staff and providers work diligently at involving a child's school district into the Plan of Care. Kids Oneida staff and providers will share and receive general information such as behavioral and attendance information with school officials, teachers and guidance staff. An authorization is required when requesting specific reports such as an IEP, Psychological Report, etc.

II. When Kids Oneida May Not Use or Disclose Your Health Information.

Except as described in this Notice of Privacy Practices, Kids Oneida will not use or disclose your health information without your written authorization. If you do authorize Kids Oneida to use or disclose your health information for another purpose, you may revoke your authorization in writing at any time.

III. Your Health Information Privacy Rights

1. You have the right to request restrictions on certain uses and disclosures of your health information. Kids Oneida is not required to agree to the restriction that you requested. However, we are obligated to notify you in writing that we cannot honor your request.
2. You have the right to receive your health information through a reasonable alternative means or at an alternative location.
3. You have the right to inspect and copy your health information with some exceptions such as psychotherapy notes.
4. You have the right to request that Kids Oneida amend your health information that is incorrect or incomplete. Kids Oneida is not required to change your health information and will

- provide you with information about Kids Oneida denial and how you can disagree with the denial.
5. You have the right to receive an accounting of disclosures of your health information made by Kids Oneida, except that Kids Oneida does not have to account for the disclosures described in parts 1 (treatment), 2 (payment), 3 (health care options).
 6. You have a right to a paper copy of this Notice of Privacy Practices.

If you would like to have a more detailed explanation of these rights or if you would like to exercise one or more of these rights, contact;

Director of Quality Assurance
310 Main Street
Utica, NY 13501
(315) 792-9039

IV. Changes to this Notice of Privacy Practices

Kids Oneida reserves the right to amend this Notice of Privacy Practices at any time in the future, and to make the new provisions effective for all information that it maintains, including information that was created or received prior to the date of such amendment. Until such amendment is made, Kids Oneida is required by law to comply with this notice. If Kids Oneida amends the Privacy Practices, a written notice to all enrolled children and families will be provided.

V. Complaints

Complaints about this Notice of Privacy Practices or how Kids Oneida handles your health information should be directed to:

Director of Quality Assurance
310 Main Street
Utica, NY 13501
(315) 792-9039

If you are not satisfied with the manner in which this office handles a complaint, you may submit a formal complaint to:

Department of Health and Human Services
Office of Civil Rights
Hubert H. Humphrey Bldg.
200 Independent Avenue, S.W.
Room 509F HHH Building
Washington, DC 20201

You may also address your complaint to one of the regional Offices for Civil Rights. A list of these offices can be found online at <http://www.hhs.gov/ocr/regmail.html>



310 Main Street, Utica, NY 13501
 Phone: (315) 792-9039 - Fax: (315) 792-9578

**Privacy Practice Receipt Acknowledgment
 And Consent to Kids Oneida Health Information Privacy Practices**

I, the undersigned, hereby acknowledge that I have received a copy of the Kids Oneida Notice of Privacy Practices.

I acknowledge that this Notice of Privacy Practices provides information about how the Kids Oneida may use and disclose protected health information about enrolled children and additional family members receiving services.

I acknowledge that, as provided in this Notice of Privacy Practices, the terms of this Notice may change. If Kids Oneida changes its Notices of Privacy Practices, I may obtain a revised copy by contacting the Kids Oneida Compliance Officer.

I acknowledge that to exercise Health Information Privacy Rights, I have to contact, in writing:

Kids Oneida
 Director of Quality Assurance
 310 Main Street
 Utica, NY 13501
 Phone (315) 792-9039

I have reviewed the Kids Oneida Notice of Privacy Practices and hereby consent to the use and disclosure of health information as contained in the Kids Oneida Notice of Privacy Practices.

 Parent/Guardian

 Date

 Kids Oneida Staff Member

 Date

Appendix G: Disclosure Statement

Please see attached document.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS
AND
DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

- 310 Main Street Utica, NY 13501
- Home & Community based

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Kids Oneida, Inc.

310 Main Street Utica, NY 13501

2. Application Number and/or Project Name:

Kids Oneida SPIN

3. Grantee IRS/Vendor Number

16-1541078

4. Type/Print Name and Title of Authorized Representative

Robert Roberts III, CEO/Executive Director

5. Signature

6. Date

11-19-11

Appendix H: Disaster Response Plan

Please see attached Disaster Response Plan

INSTRUCTIONS ARE GIVEN.

ADMINISTRATIVE TEAM

- o IF NECESSARY EVACUATES ALL INDIVIDUALS IN THE BUILDING ACROSS RAILROAD STREET TO THE PARKING LOT ON THE EAST SIDE OF THE BUILDING. IF THERE IS INCLEMENT WEATHER, THE STAFF WILL GO INTO THE TRAIN STATION.
- o ADMINISTRATION WILL CALL 911. IF NECESSARY. WILL ATTEMPT TO MONITOR RADIO OR TV BROADCASTS FOR CIVIL DEFENSE INFORMATION.

THE CEO/COO OR DESIGNEE HAS THE ULTIMATE RESPONSIBILITY FOR MAKING THE DECISION TO EVACUATE THE STAFF AND VISITORS.

DURING NON-BUSINESS HOURS- AFTER 4:30 PM, WEEKDAYS, WEEKENDS AND HOLIDAYS.

RESPONSIBLE STAFF> ACTION
STAFF PRESENT IN THE OFFICE

CONTACT THE CEO/COO VIA THE PHONE FOR DIRECTIONS.

CEO/COO

CONSULTS WITH STAFF TO BEST DETERMINE HOW TO IMPLEMENT AN EVACUATION PLAN.

WHEN AN EVACUATION PLAN IS AUTHORIZES BY THE CEO/COO

STAFF IN BUILDING> FAMILIARIZE THEMSELVES WITH
DISASTER PROCEDURES & THEIR EXPECTED ROLES TO ENSURE THEIR OWN SAFETY AND THOSE CLIENTS/CHILDREN IN THE KIDS ONEIDA BUILDING. KEEP PHONE LINES OPEN AND CELL PHONES PHONES OPEN FOR BUSINESS

CEO/COO > ENSURES THAT ALL STAFF AND

CLIENTS HAVE EXITED THE KIDS ONEIDA BUILDING AS TO THE

PROPER EVACUATION PLAN.
CALLS 911 IF APPROPRIATE.

STAFF > SHUTS DOWN THE COMPUTER

EQUIPMENT, COPIERS AND FAX.
ASSISTS AS DIRECTED BY THE
CEO/COO OR DESIGNEE.

SECRETARY>

WILL HAVE A COPY OF ALL STAFF
AND PROVIDER PHONE NUMBERS
AND WILL PHYSICALLY CARRY
THE LIST WITH HER/OR HIM.

POST EVACUATION FOLLOW-UP AND CLIENT MANAGEMENT:

ONCE A DISASTER HAS STRUCK, COMPETENT MANAGEMENT OF CLIENTS WILL MINIMIZE CONSEQUENCES. ADMINISTRATIVE TEAM WILL OVERSEE AND ENSURE THAT DIRECT CARE AND SERVICES ARE IN PLACE FOR KIDS ONEIDA FAMILIES. STAFF WILL DIRECT CLIENTS TO OBEY LOCAL PUBLIC SAFETY OFFICIALS AND ANNOUNCEMENTS. STAFF WILL ADVISE CLIENTS TO TUNE INTO LOCAL RADIO STATIONS AND MONITOR TV RECEPTION FOR GUIDANCE AND DIRECTION. ANY CLIENTS THAT ARE DEEMED TO NEED MORE ASSISTANCE WILL BE CONTACTED AND DIRECTED TO THE APPROPRIATE COMMUNITY AGENCY, EXAMPLE RED CROSS. CEO WILL CONTACT NEW YORK STATE OFFICE FOR CHILDREN AND FAMILIES SERVICES, OFFICE OF MENTAL HEALTH, AND ANY OTHER NEEDS TO KNOW AGENCIES. KIDS ONEIDA BOARD WILL BE NOTIFIED AND THEY WILL DETERMINE THE MOST APPROPRIATE WAY TO SHARE INFORMATION TO THE MEDIA AND THE GENERAL PUBLIC.

SEVERE WEATHER WARNINGS

ANY ADVERSE CHANGES IN DRIVING CONDITIONS ARE TO BE NOTED AND REPORTED AS SOON AS POSSIBLE TO THE CEO/COO. STAFF WHO ARE TRANSPORTING CLIENTS SHOULD USE GOOD JUDGEMENT WHETHER TO PROCEED FURTHER OR TERMINATE NON-ESSENTIAL ACTIVITIES. PLANNED TRANSPORTATION IS TO BE CURTAILED. CEO OR COO IS RESPONSIBLE TO PROCURE ACCURATE UP TO-DATE WEATHER INFORMATION. CANCEL ANY EVENTS OR ACTIVITIES REQUIRING TRAVEL.

Appendix I: Accounting System and Financial Capability Questionnaire

Please see attached questionnaire.



U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS ACCOUNTING SYSTEM AND FINANCIAL CAPABILITY QUESTIONNAIRE

SECTION A: PURPOSE

The financial responsibility of grantees must be such that the grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the OJP Financial Guide.

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- (2) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

SECTION B: GENERAL

1. If your firm publishes a general information pamphlet setting forth the history, purpose and organizational structure of your business, please provide this office with a copy; otherwise, complete the following items:

a. When was the organization founded/Incorporated (month, day, year) <p style="text-align: center;">1996</p>	b. Principle officers <p style="text-align: center;">Robert Roberts III</p>	Titles <p style="text-align: center;">CEO/Executive Director</p>
c. Employer Identification Number: <p style="text-align: center;">16-1541078</p>		
d. Number of Employees Full Time: Part Time:		

2. Is the firm affiliated with any other firm: Yes No
 If "yes", provide details: this is the first line
 this is the second line

3. Total Sales/Revenues in most recent accounting period. (12 months)
 \$ 6,720,944

SECTION C: ACCOUNTING SYSTEM

1. Has any Government Agency rendered an official written opinion concerning the adequacy of the accounting system for the collection, identification and allocation of costs under Federal contracts/grants? Yes No

a. If yes, provide name, and address of Agency performing review:

b. Attach a copy of the latest review and any subsequent correspondence, clearance documents, etc.

Note: If review occurred within the past three years, omit questions 2-8 of this Section and Section D.

2. Which of the following best describes the accounting system: Manual Automated Combination

3. Does the accounting system identify the receipt and expenditure of program funds separately for each contract/grant? Yes No Not Sure

4. Does the accounting system provide for the recording of expenditures for each grant/contract by the component project and budget cost categories shown in the approved budget? Yes No Not Sure

5. Are time distribution records maintained for an employee when his/her effort can be specifically identified to a particular cost objective? Yes No Not Sure

6. If the organization proposes an overhead rate, does the accounting system provide for the segregation of direct and indirect expenses? NA Yes No Not Sure

7. Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of:
 a. Total funds available for a grant? NA Yes No Not Sure
 b. Total funds available for a budget cost category (e.g. Personnel, Travel, etc)? Yes No Not Sure

8. Is the firm generally familiar with the existing regulation and guidelines containing the cost principles and procedures for the determination and allowance of costs in connection with Federal contracts/grants? Yes No Not Sure

SECTION D: FUNDS CONTROL

1. If Federal grant/contract funds are commingled with organization funds, can the Federal grant funds and related costs and expenses be readily identified?

Yes No Not Sure

SECTION E: FINANCIAL STATEMENTS

1. Did an independent certified public accountant (CPA) ever examine the financial statements?

Yes No

2. If an independent CPA review was performed please provide this office with a copy of their latest report and any management letters issued.

Enclosed N/A

3. If an independent CPA was engaged to perform a review and no report was issued, please provide details and an explanation below:

SECTION F: ADDITIONAL INFORMATION

1. Use this space for any additional information (Indicate section and item numbers if a continuation)

SECTION G: APPLICANT CERTIFICATION

I certify that the above information is complete and correct to the best of my knowledge.

1. Signature

b. Firm Name, Address, and Telephone Number

a. Title

CEO / Executive Director

Kids Oneida
30 Main Street
Utica, NY 13501
315-792-9039

SECTION H: CPA CERTIFICATION

The purpose of the CPA certification is to assure the Federal agency that the recipient can establish fiscal controls and accounting procedures which assure that Federal and State/local funds available for the conduct of the grant programs and projects are disbursed and accounted for properly. If the audit report requested in Section E 2 above is not enclosed, then completion of this section is required.

1. Signature

b. Firm Name, Address, and Telephone Number

a. Title

PUBLIC REPORTING BURDEN FOR THIS COLLECTION OF INFORMATION IS ESTIMATED TO AVERAGE 4 HOURS (OR MINUTES) PER RESPONSE, INCLUDING THE TIME FOR REVIEWING INSTRUCTIONS, SEARCHING EXISTING DATA SOURCES, GATHERING AND MAINTAINING THE DATA NEEDED, AND COMPLETING AND REVIEWING THE COLLECTION OF INFORMATION. SEND COMMENTS REGARDING THIS BURDEN ESTIMATE OR ANY OTHER ASPECTS OF THIS COLLECTION OF INFORMATION, INCLUDING SUGGESTIONS FOR REDUCING THIS BURDEN, TO OFFICE OF JUSTICE PROGRAMS, OFFICE OF THE COMPTROLLER, 810-7TH STREET, NW, WASHINGTON, DC 20531; AND TO THE PUBLIC USE REPORTS PROJECT, 1121-7120, OFFICE OF INFORMATION AND REGULATORY AFFAIRS, OFFICE OF MANAGEMENT AND BUDGET, WASHINGTON, DC 20503.

KIDS ONEIDA, INC.

For the Year Ended
December 31, 2010

FINANCIAL STATEMENTS

KIDS ONEIDA, INC.
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D'Arcangelo & Co., LLP
Certified Public Accountants & Consultants

120 Lomond Court, Utica, N.Y. 13502-5950
315-735-5216 Fax: 315-735-5210

Independent Auditor's Report

Board of Directors
Kids Oneida, Inc.

We have audited the accompanying statements of financial position of Kids Oneida, Inc. (a not-for-profit organization) as of December 31, 2010 and 2009, and the related statements of activities, functional expenses, and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Kids Oneida, Inc. as of December 31, 2010 and 2009, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

D'Arcangelo + Co., LLP

May 24, 2011

Utica, New York

KIDS ONEIDA, INC.

STATEMENTS OF FINANCIAL POSITION

December 31, 2010 and 2009

	<u>2010</u>	<u>2009</u>
Assets		
Assets		
Cash and Cash Equivalents	\$ 967,228	\$ 1,218,474
Accounts Receivable	0	12,915
Grants and Contracts Receivable	560,157	528,469
Medicaid Receivable	379,580	240,149
Investments	160,143	0
Prepaid Expenses	10,039	7,428
Property, Net	<u>1,436,886</u>	<u>1,488,450</u>
Total Assets	<u>\$ 3,514,033</u>	<u>\$ 3,495,885</u>
Liabilities and Net Assets		
Liabilities		
Accounts Payable	\$ 582,820	\$ 846,299
Accrued Expenses	36,630	25,391
Compensated Absences	30,157	19,056
Mortgage Payable	452,614	484,295
Refundable Advances	256,900	256,900
Placement Cost Reserve	25,000	25,000
Reserve for Medicaid Disallowances	<u>75,000</u>	<u>75,000</u>
Total Liabilities	<u>1,459,121</u>	<u>1,731,941</u>
Net Assets - Unrestricted	<u>2,054,912</u>	<u>1,763,944</u>
Total Liabilities and Net Assets	<u>\$ 3,514,033</u>	<u>\$ 3,495,885</u>

The Accompanying Notes are an Integral Part of These Financial Statements.

KIDS ONEIDA, INC.

STATEMENTS OF ACTIVITIES

For the Years Ended December 31, 2010 and 2009

	<u>2010</u>	<u>2009</u>
Revenues		
Oneida County DSS	\$ 5,154,773	\$ 5,403,067
Medicaid	1,350,196	1,359,897
Fundraising Revenue	34,851	35,170
School District Revenue	49,671	18,187
Interest Income	2,623	7,242
Investment Income	10,143	0
Other Income	118,687	5,841
Total Revenues	<u>6,720,944</u>	<u>6,829,404</u>
Expenses		
Program Services		
Kids Oneida	4,751,561	4,687,975
Step Down Oneida	577,908	589,522
Step Down Herkimer	111,974	147,153
Fee for Service	373,548	597,975
Supporting Services		
Management and General	614,985	559,106
Total Expenses	<u>6,429,976</u>	<u>6,581,731</u>
Increase in Net Assets	290,968	247,673
Net Assets, Beginning of Year	<u>1,763,944</u>	<u>1,516,271</u>
Net Assets, End of Year	<u>\$ 2,054,912</u>	<u>\$ 1,763,944</u>

The Accompanying Notes are an Integral Part of These Financial Statements.

KIDS ONEIDA, INC.

STATEMENTS OF FUNCTIONAL EXPENSES

For the Year Ended December 31, 2010
(With Comparative Totals For the Year Ended December 31, 2009)

	Program Services			Supporting Services		Total
	Step Down		Step Down Herkimer	Fee for Service	Management and General	
	Kids Oneida	Oneida				
Salaries	\$ 1,095,978	\$ 132,864	\$ 44,317	\$ 83,373	\$ 330,213	\$ 1,686,745
Fringe Benefits	248,515	32,066	16,033	32,067	72,150	400,831
Contracted Services	2,928,796	355,006	44,376	221,878	0	3,550,056
Outside Consultants	45,736	5,544	693	3,465	13,860	69,298
Occupancy	38,793	4,702	588	2,939	11,755	58,777
Telephone	38,778	4,700	588	2,937	11,751	58,754
Insurance	18,529	2,246	281	1,403	5,615	28,074
Postage	1,719	208	26	130	521	2,604
Office Expenses	18,401	2,230	279	1,394	5,576	27,880
Legal, Accounting, and Payroll	48,616	5,893	757	3,683	14,732	73,661
IT Programming Services	61,558	7,462	933	4,662	18,654	93,269
Training and Conferences	22,961	2,783	348	1,740	6,958	34,790
Travel	44,040	5,338	668	3,336	13,345	66,727
Repairs and Maintenance	20,174	2,445	306	1,528	6,113	30,566
Educational Materials	4,182	507	64	317	1,267	6,337
Lease - Equipment	7,133	865	108	540	2,162	10,808
Expensed Equipment	8,752	1,061	132	663	2,652	13,260
Depreciation	55,726	6,755	843	4,222	16,887	84,433
Amortization	955	113	14	71	283	1,416
Interest Expense	0	0	0	0	32,104	32,104
Fundraising	0	0	0	0	29,257	29,257
Bad Debt Expense	0	0	0	0	6,330	6,330
Other	42,239	5,120	640	3,200	12,800	63,999
Total Expenses	\$ 4,751,561	\$ 577,908	\$ 111,974	\$ 373,548	\$ 614,985	\$ 6,429,976
						\$ 6,581,731

The Accompanying Notes are an Integral Part of These Financial Statements.

KIDS ONEIDA, INC.

STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended December 31, 2009

	Program Services			Fee for Service	Supporting Services Management and General	Total
	Kids Oneida	Step Down Oneida	Step Down Herkimer			
Salaries	\$ 960,967	\$ 119,973	\$ 59,595	\$ 118,339	\$ 276,689	\$ 1,535,563
Fringe Benefits	235,438	30,379	15,190	30,379	68,353	379,739
Contracted Services	2,989,027	378,257	64,752	411,187	0	3,843,223
Outside Consultants	39,460	4,783	598	2,989	11,958	59,788
Occupancy	77,980	9,452	1,182	5,908	23,629	118,151
Telephone	40,711	4,935	617	3,084	12,337	61,684
Insurance	13,914	1,686	211	1,054	4,216	21,081
Postage	2,619	317	40	198	793	3,967
Office Expenses	19,635	2,380	297	1,487	5,950	29,749
Legal, Accounting, and Payroll	50,519	6,123	765	3,827	15,309	76,543
IT Programming Services	38,519	4,669	584	2,918	11,673	58,363
Training and Conferences	23,135	2,804	351	1,753	7,011	35,054
Travel	43,533	5,277	660	3,298	13,192	65,960
Repairs and Maintenance	22,915	2,778	347	1,736	6,944	34,720
Educational Materials	3,911	474	59	296	1,185	5,925
Lease - Equipment	16,745	2,030	254	1,269	5,075	25,373
Expensed Equipment	15,748	1,909	239	1,193	4,771	23,860
Depreciation	38,561	4,674	584	2,921	11,686	58,426
Amortization	3,616	438	55	274	1,096	5,479
Interest Expense	0	0	0	0	33,082	33,082
Fundraising	0	0	0	0	28,695	28,695
Other	51,022	6,184	773	3,865	15,462	77,306
Total Expenses	\$ 4,687,975	\$ 589,522	\$ 147,153	\$ 597,975	\$ 559,106	\$ 6,581,731

The Accompanying Notes are an Integral Part of These Financial Statements.

KIDS ONEIDA, INC.

STATEMENTS OF CASH FLOWS

For the Years Ended December 31, 2010 and 2009

	<u>2010</u>	<u>2009</u>
Cash Flows from (Used by) Operating Activities		
Increase in Net Assets	\$ 290,968	\$ 247,673
Adjustment for Noncash Transactions		
Depreciation and Amortization	85,849	63,905
Bad Debt Expense	6,330	0
Unrealized (Gains) on Investments	(4,776)	0
(Increase) Decrease in Assets		
Accounts Receivable	6,585	(6,204)
Medicaid Receivable	(139,431)	(8,526)
Grants and Contracts Receivable	(31,688)	(33,478)
Prepaid Expenses	(2,611)	17,842
Increase (Decrease) in Liabilities		
Accounts Payable	(263,479)	(209,954)
Accrued Expenses	11,239	(49,473)
Compensated Absences	<u>11,101</u>	<u>(58,782)</u>
Net Cash Flows (Used by) Operating Activities	<u>(29,913)</u>	<u>(36,997)</u>
Cash Flows (Used by) Investing Activities		
Purchases of Investments	(150,000)	0
Reinvested Income	(5,367)	0
Purchases of Equipment and Acquisition of Property	<u>(34,285)</u>	<u>(737,204)</u>
Net Cash Flows (Used by) Investing Activities	<u>(189,652)</u>	<u>(737,204)</u>
Cash Flows from (Used by) Financing Activities		
Proceeds From Mortgage Loan	0	600,000
Payments on Mortgage Loan	(31,681)	(115,705)
Payments on Line of Credit	<u>0</u>	<u>(200,000)</u>
Net Cash Flows from (Used by) Financing Activities	<u>(31,681)</u>	<u>284,295</u>
Net (Decrease) in Cash and Cash Equivalents	(251,246)	(489,906)
Cash and Cash Equivalents, Beginning of Year	<u>1,218,474</u>	<u>1,708,380</u>
Cash and Cash Equivalents, End of Year	<u>\$ 967,228</u>	<u>\$ 1,218,474</u>
Supplemental Cash Flow Disclosures		
Cash Paid During the Year For:		
Interest	<u>\$ 32,104</u>	<u>\$ 33,082</u>
Income Taxes	<u>\$ 0</u>	<u>\$ 0</u>

The Accompanying Notes are an Integral Part of These Financial Statements.

KIDS ONEIDA, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Operations

Kids Oneida, Inc. (the Organization) is a voluntary health and welfare organization whose mission is to develop a comprehensive array of intensive, community-based services to children with serious emotional, behavioral, or mental health issues which will help to divert them from out-of-home placement or hospitalization, where appropriate, or to return them to their homes and communities from such settings more quickly than if said services were unavailable. The Organization services children in the counties of Oneida and Herkimer, New York. The Organization is able to carry out its mission substantially through contracted program service fees. A significant reduction in the level of support or revenue from any of the oversight agencies would have an effect on the Organization's programs and activities.

Financial Statement Presentation

The financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America. These financial statements, presented on the accrual basis of accounting, have been prepared to focus on the Organization as a whole and present balances and transactions according to the existence or absence of donor-imposed restrictions. This has been accomplished by reporting information regarding financial position and activities according to three classes: permanently restricted, temporarily restricted, or unrestricted. However, the Organization only maintained unrestricted net assets at December 31, 2010 and 2009.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Donated Services

The Organization pays for most services requiring specific expertise. However, many individuals volunteer their time and perform a variety of tasks that assist the Organization with program services. No amounts have been recognized in the accompanying Statements of Activities as the criteria for recognition of such volunteer services were not met.

KIDS ONEIDA, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Receivables

The Organization considers its receivables, which are recorded at cost, to be fully collectible; accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to operations when that determination is made.

Property

Property is recorded by the Organization at historical cost if purchased or fair value if contributed. All property is depreciated over estimated useful lives based on the straight-line method. Estimated useful lives range from 2 to 5 years for furniture and equipment, 1-2 years for leasehold improvements, and 40 years for building and building improvements.

The Organization utilizes a \$1,000 threshold as its capitalization policy.

Property at December 31, 2010 and 2009, consisted of the following:

	<u>2010</u>	<u>2009</u>
Furniture and Equipment	\$ 280,899	\$ 246,614
Computer Software	216,827	216,827
Building and Building Improvements	1,393,625	1,393,625
Less: Accumulated Depreciation and Amortization	<u>(454,465)</u>	<u>(368,616)</u>
Property, Net	<u>\$ 1,436,886</u>	<u>\$ 1,488,450</u>

Investment Valuation and Income Recognition

Investments are recorded at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. See Note 4 for discussion of fair value measurements.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date.

Program Service Fees

The Organization receives State and local aid for program services provided. These programs are subject to financial and compliance restrictions by the respective oversight agencies, or their representatives.

KIDS ONEIDA, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Expense Allocation

The costs of providing program services have been summarized on a functional basis in the Statements of Activities and in the Statement of Functional Expenses. Accordingly, certain costs have been allocated to program services and supporting services benefited, as determined by management.

NOTE 2 INCOME TAX STATUS

The Organization qualifies as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and, therefore, has no provision for Federal income taxes. The Organization has also been determined to be other than a private foundation, as described in Section 509(a)(1) of the Internal Revenue Code.

The Organization's Federal and State informational returns for tax years 2007 through 2010 remain subject to examination by the respective taxing authority.

NOTE 3 INVESTMENTS

Investments at December 31, 2010, are comprised of the following:

	<u>Market</u>	<u>Cost</u>
Cash and Cash Equivalents	\$ 1,536	\$ 1,536
Mutual Funds	<u>158,607</u>	<u>148,464</u>
	<u>\$ 160,143</u>	<u>\$ 150,000</u>

The following summarizes net investment return for the year ended December 31, 2010:

Interest and Dividends	\$ 6,731
Unrealized Gains	<u>4,776</u>
Investment Income	11,507
Less: Investment Fees	<u>(1,364)</u>
Investment Income, Net	<u>\$ 10,143</u>

KIDS ONEIDA, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE 4 FAIR VALUE MEASUREMENTS

The fair value measurements authoritative literature establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described as follows:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.

Level 2: Inputs to the valuation methodology include the following:

- Quoted prices for similar assets or liabilities in active markets.
- Quoted prices for identical or similar assets or liabilities in inactive markets.
- Inputs other than quoted prices that are observable for the asset or liability.
- Inputs that are derived principally from, or corroborated by, observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at December 31, 2010:

Cash and Cash Equivalents: Valued at cost which approximates fair value.

Mutual Funds: Valued at the net asset value of shares held by the Organization at year end.

KIDS ONEIDA, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE 4 FAIR VALUE MEASUREMENTS (Continued)

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following table sets forth by level, within the fair value hierarchy, the Organization's assets measured at fair value on a recurring basis as of December 31, 2010:

Investments	Total	Fair Value Measurements		
		(Level 1)	(Level 2)	(Level 3)
Cash and Cash Equivalents	\$ 1,536	\$ 1,536	\$ 0	\$ 0
Mutual Funds	<u>158,607</u>	<u>158,607</u>	<u>0</u>	<u>0</u>
Total	<u>\$ 160,143</u>	<u>\$ 160,143</u>	<u>\$ 0</u>	<u>\$ 0</u>

NOTE 5 401(K) PLAN

The Organization established a 401(k) Plan (the Plan) offered to employees who have attained age 21. Employees are eligible for immediate participation in the Plan. The Organization's contributions to the Plan are equal to 100% of the employees' elective deferral not to exceed 4.0% of annual compensation for the year ended December 31, 2010 and 2009. The Organization contributed \$48,092 and \$83,207 to the Plan for the years ended December 31, 2010 and 2009, respectively.

NOTE 6 REFUNDABLE ADVANCES

The Organization recorded \$256,900 received from the New York State Office of Mental Health (NYSOMH) as refundable advances at each of the years ended December 31, 2010 and 2009. Such funds will be held as an advance until expenditures are authorized by the NYSOMH at which time they will be recognized as revenue.

NOTE 7 OPERATING LEASES

The Organization leased office space, which was renewed on January 1, 2007, for a period of three years. The lease contained a termination clause that could be exercised by giving the landlord written notice within 180 days of the termination. The Organization terminated this lease in February, 2009; due to the purchase of a building used for office space. The Organization was fully operational in the new building as of March 2, 2009. Total rental expense of the Organization for the years ended December 31, 2010 and 2009, was \$0 and \$15,635, respectively.

KIDS ONEIDA, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE 7 OPERATING LEASES (Continued)

The Organization has other various leases for vehicles and a copier. Lease expense for the years ended December 31, 2010 and 2009, was \$4,698 and \$17,847, respectively. The only remaining lease obligation of the Organization as of December 31, 2009 was the copier lease, which expired in February 2010. The Organization decided to continue the copier lease on a month-to-month basis. During 2010, the Organization entered into a 51-month lease for a postage machine, billed at \$207 per quarter.

Future minimum lease commitments at December 31, 2010, for the postage machine lease is as follows:

<u>December 31,</u>	<u>Amount</u>
2011	\$ 828
2012	\$ 828
2013	\$ 828
2014	\$ 345

NOTE 8 CONCENTRATIONS OF CREDIT RISK

Financial instruments that potentially subject the Organization to concentrations of credit risk consist principally of cash in financial institutions. From time to time throughout the year, cash balances can exceed the Federal Deposit Insurance Corporation (FDIC) coverage. Management believes that it is not exposed to any significant risk with respect to these accounts.

Investment securities are exposed to various risks, such as interest rate, market, and credit risk. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the amounts reported in the statements of financial position.

NOTE 9 LINE OF CREDIT

During 2008, the Organization opened a \$600,000 line of credit for the renovation and rehabilitation of the new building. The interest rate on the line of credit was 6.67% at December 31, 2009. The line of credit is secured by the Organization's building. During 2009, the line of credit was converted to a mortgage (see Note 11).

Total interest expense paid on the lines of credit was \$0 and \$1,877 for the years ended December 31, 2010 and 2009, respectively.

KIDS ONEIDA, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE 10 COMPENSATED ABSENCES

The maximum amount of vacation time awarded to an employee is 25 days. The maximum amount of personal time awarded to an employee is 3 days. In the event of termination, employees are entitled to receive payments for unused vacation and personal time. The estimated accrual for vacation and personal time accumulated by the Organization's employees at December 31, 2010 and 2009, was \$30,157 and \$19,056, respectively.

NOTE 11 MORTGAGE PAYABLE

At December 31, 2010 and 2009, mortgage payable consisted of the following:

	<u>2010</u>	<u>2009</u>
Mortgage payable to the Bank of Cooperstown. The agreement, dated April 5, 2009, provides for a fifteen year repayment of the \$600,000 principal. The first 60 months of the mortgage call for monthly principal and interest payments of \$5,315, with an effective interest rate of 6.67%. After the first 60 months, the interest rate will be renegotiated and a new repayment schedule will be in effect until the maturity of the mortgage on April 5, 2024. During 2009, the Organization made an additional \$100,000 payment to pay down the mortgage, in which the prepayment penalty was waived by the bank.	\$ <u>452,614</u>	\$ <u>484,295</u>

Maturities of the mortgage as of December 31, 2010, are as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2011	\$ 34,616
2012	36,924
2013	39,550
2014	42,278
2015	45,194
2016 to Maturity	<u>254,052</u>
Total	\$ <u>452,614</u>

Interest expense paid on the mortgage was \$32,104 and \$26,818 for the years ended December 31, 2010 and 2009, respectively.

KIDS ONEIDA, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE 12 CONTINGENCIES

Amounts received or receivable from grantor agencies are subject to audit and adjustment principally by State and local governments. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable program and will be adjusted to the current year revenue. The Organization established an estimated liability for potential disallowances of \$75,000 at each of the years ended December 31, 2010 and 2009.

Amounts paid or payable to agencies for placement costs are subject to retroactive rate changes and adjustments by state and local regulations. Any retroactive rate changes, including amounts already paid, may constitute a liability and will be adjusted to the current year expense. The Organization established an estimated liability for potential placement cost rate changes of \$25,000 at each of the years ended December 31, 2010 and 2009.

NOTE 13 SUBSEQUENT EVENTS

Management has evaluated subsequent events through May 24, 2011, the date on which the financial statements were available to be issued.

Appendix J: Corporate Compliance Plan

Please see attached Kids Oneida Compliance Plan.

Kids Oneida, Inc.
Medicaid Compliance Program
Effective January 1, 2011

I. Introduction

Kids Oneida, Inc. (hereinafter "KO") is committed to conducting its Mission in compliance with the highest standards of ethics, and all applicable federal and New York state laws, including all applicable Medicaid laws, rules and regulations. This commitment includes providing complete and accurate financial disclosure and responsible stewardship of agency resources. This Medicaid Compliance Policy, applicable to all KO staff, sets forth specific policies to guide KO staff in the performance of their duties associated with Medicaid billing and complies with KO's responsibility to implement effective compliance programs aimed at detecting fraud, waste, and abuse in the Medicaid program under Social Services Law Section 363-d.

This program gathers together various elements of the KO policies and procedures which have been in effect for several years, including portions of the Employee Handbook, the employee Conflict of Interest certifications, and the capabilities of KO's compliance software, CMS, in order to fulfill the requirements of an all-encompassing Medicaid Compliance Program.

II. Components of the Medicaid Compliance Program

- A. KO Code of Ethics
- B. Designation of Medicaid Compliance Officer
- C. Commitment to ongoing Medicaid Compliance Training
- D. Procedure for Report of Compliance Issues
- E. Disciplinary Procedures for Staff who Fail to Report
- F. Risk Management of Medicaid Compliance Risk
- G. Systems for Internal Evaluation and Audits
- H. Whistleblower Protection

A. KO CODE OF ETHICS

1. Each KO staff person has a personal responsibility to conduct himself/herself in an honest and ethical manner with regard to the KO mission. This responsibility is clarified in the KO Employee Handbook which every staff person receives upon hire and acknowledges in writing. KO staff leadership responsibilities include creating a culture of ethical conduct and commitment to compliance, maintaining a work environment that encourages employees to raise concerns, and promptly addressing employee compliance concerns.

2. Each KO staff person is required to comply with all applicable laws, rules and regulations governing the conduct of KO's mission and to report any suspected violations of applicable laws, rules and regulations to the Medicaid Compliance Officer, or the Chief Executive Officer of the agency, or the Board of Directors of KO.

3. Each KO staff person has the duty to avoid actual conflicts of interest or the appearance of conflicts of interest in completion of KO's mission. A conflict of interest occurs when private interests interfere with the interests of KO. The appearance of a conflict of interest occurs when private interests may be reasonably perceived to interfere with the interests of KO.

4. Each KO staff member's obligation to conduct KO's mission in an honest and ethical manner includes the ethical handling of actual, apparent or potential conflicts of interest between personal and business relationships.

5. Before a KO staff member makes any investment, accepts any position or benefits, participates in any transaction or business arrangement or otherwise acts in a manner that may create or appear to create a conflict of interest, he/she must make full disclosure of all facts and circumstances to and obtain the prior written approval of KO Board of Directors.

6. Each KO staff person must complete on the annual Conflict of Interest Disclosure Form.

7. It is KO policy to make full, fair, accurate, timely and understandable disclosure in compliance with all applicable laws and regulations in all reports and documents that KO files with, or submits to, these regulators.

8. It is KO policy to accept only fair payment for its services, to make fair and timely disclosure of any overpayments and repay any overpayments promptly to Medicaid.

9. As a New York State public charity, KO is required to file various periodic and other reports with various New York State agencies and the Internal Revenue Service and KO's Code of Ethics requires that each of these reports be complete and accurate.

10. Each KO staff person is required to promote compliance with and to abide by all KO standards, policies and procedures designed to promote compliance with all policies, including the Medicaid Compliance Program.

B. DESIGNATION OF MEDICAID COMPLIANCE OFFICER AND DUTIES

1. Any questions about this Medicaid Compliance Program shall be referred to KO's Designated Medicaid Compliance Officer, Steven Bulger, Director of Operations, or in the alternative, the officers of the Board of Directors.

2. Known of, or suspected, violations of this Compliance Policy must be immediately reported to the Medicaid Compliance Officer.

3. The Designated Compliance Officer shall investigate each report thoroughly, utilizing external resources if necessary, and reach a determination on the report which shall be maintained in a Medicaid Compliance Log.

4. Violations of this Compliance Program may result in disciplinary action, up to and including termination of employment. The Medicaid Compliance Officer shall determine, or shall designate appropriate persons to determine, appropriate action in response to violations of this Program.

5. The Designated Medicaid Compliance Officer shall have the responsibility or forwarding necessary compliance issue to the attention of New York State Office of Medicaid Inspector General (hereinafter "OMIG").

C. COMMITMENT TO ONGOING MEDICAID COMPLIANCE TRAINING

1. All KO staff having responsibility for Medicaid billing, servicing providers, payment processing and internal financial controls, including Executive Officers, is trained at orientation on specific Medicaid eligibility and billing procedures. In addition, all KO staff is trained at orientation on the operation of KO's compliance software, CMS.

2. All KO staff having responsibility for Medicaid Billing, servicing providers, payment processing, and internal financial controls, including Executive Officers, shall participate in annual refresher training that highlights any compliance program changes to be required on an annual basis.

3. All members of the Board of Directors of KO shall be trained on the Medicaid Compliance Program and the fiduciary duty required in this program.

D. PROCEDURE FOR REPORTING COMPLIANCE ISSUES

1. KO staff has a duty to make an immediate report to their supervisor of any suspected or actual acts of non-compliance with Medicaid regulations.

2. Any such report may be made on an anonymous basis and must be investigated whether or not made on such basis.

3. All such reports shall be maintained in a Medicaid Complaints Log to be reviewed and investigated by the Medicaid Compliance Officer.

4. KO commits to promptly and thoroughly investigate all complaints, through the Office of the Medicaid Compliance Officer, and to reach a determination on the basis of the investigation and take appropriate action to correct actions where necessary.

5. KO will implement policies, procedures, and systems to prevent the reoccurrence of any compliance issues and promptly repay any overpayments received.

E. DISCIPLINARY PROCEDURES FOR STAFF

1. All KO staff has a positive duty to report any suspected or actual acts of Medicaid law non-compliance to the Medicaid Compliance Officer or their supervisor.

2. In addition, all supervisors have a positive duty to forward all reports of suspected or actual reports to the Medicaid Compliance Officer.

3. KO staff who fail to report suspected problems, participate in non-compliant behavior, or permit or encourage non-compliant behavior will subject KO staff to disciplinary proceedings, up to and including termination.

4. The Medicaid Compliance Program is a statement of certain fundamental principles, policies and procedures which govern KO's staff in the conduct of KO's mission. It is not intended to and does not create any rights in any employee, or any other person or entity.

F. PROCEDURES FOR IDENTIFYING AND MANAGING RISK IN MEDICAID BILLING

1. The Medicaid Compliance Officer shall review the agency's internal controls, utilized and embodied in the KO compliance software CMS, for accuracy and completeness on an annual basis.

2. All KO Medicaid contracts and procedures shall be reviewed by legal counsel to assess Medicaid compliance at the initial date of the contract or procedure or at the renewal term.

3. The Medicaid Compliance Officer shall review internal control procedures for Medicaid contracts with external auditors at least annually.

4. The Medicaid Compliance Officer, assisted by appropriate staff, shall make an annual assessment of Medicaid compliance risk areas to be evaluated for non-compliance. The risk assessment shall be based upon appropriate claims sampling of the KO compliance software, CMS.

5. Specific areas of concern for compliance reviews may include: assurance that all original KO contracts are reviewed; review of actual providers claims processed; review of potential federal Stark II violations (physician referrals where financial interest is involved); violations of federal and state anti-kickback laws (receiving anything of value for referral of patients); "upcoding"; duplicate billing; review of cost reports, review of processing errors, review of "incident to" a physicians services billings; illegitimate arrangements with billing services; resubmission of unprocessed claims; timing and content of treatment plans and progress notes; Bridges waiver programs documentation for Medicaid billing and recipient eligibility; documentation of the waiver enrollment program; documentation of provider qualifications and training; assurance that the service provider in case management billed correctly; testing documentation supporting claims submissions and payment cycles; review of credentials of eligible Medicaid providers; use of other provider numbers by new

uncertified providers; failure to refund any discovered overbilling; and corrective plans for of any internally detected offenses or audit results.

6. The Medicaid Compliance Officer shall provide an annual report on reviewed areas of risk assessment to the KO Board of Directors and related corrective action and procedure changes.

G. SYSTEMS FOR INTERNAL REVIEW

1. By choosing to be Medicaid provider, KO has accepted responsibility for meeting all requirements as prerequisites to payment, therefore KO accounting and support staff are prepared to discover and report any irregularities encountered in submitting Medicaid requests for payment.

2. KO takes seriously this responsibility and has demonstrated its commitment to prevent Medicaid fraud by its significant investment in its compliance software equipped with significant internal controls called CMS.

3. Utilizing the internal controls built into CMS software, the Medicaid Compliance Officer will conduct an annual risk assessment of potential non-compliance areas utilizing, in part, claims sampling techniques applied to CMS software.

4. In order to more completely prepare for processing payments under Medicaid affected contracts, KO management has determined that all contracts and payment arrangements must be submitted for legal review

5. Appropriate testing of determined high risk areas must be performed at least annually and results reported upon to KO Board of Directors.

6. All provider documentation should be reviewed on a random basis for compliance with provision of services, billing, and payment practices.

7. All KO staff shall be routinely background checked for criminal activity or federal program suspension.

8. All Medicaid eligible providers are background checked for criminal convictions, suspensions, debarment or exclusion from participation in federal programs.

9. All KO subcontractors shall have a compliance program in place and certify these checks have been performed with regard to their providers.

10. Annual review by Medicaid Compliance Officer and KO staff of any issues developed during the year and changes in procedure as a result.

11. The Medicaid Compliance Officer has the responsibility to communicate significant identified non-compliance issues to the New York State OMIG for notification of potential overpayment and change in procedure.

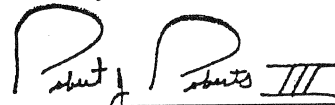
H. WHISTLEBLOWER PROTECTION

1. KO has adopted a Whistleblower Protection policy which requires all employees to follow Agency policies and procedures when handling their responsibilities towards consumers and each other and to report violations or suspected violations of policies and procedures to their immediate supervisor and the Medicaid Compliance Officer.
2. No KO employee, who in good faith reports a suspected violation of Agency policy or procedure, participates in an investigation surrounding a suspected violation, or conducts audits on suspected violations, shall suffer harassment, retaliation or adverse employment consequence.
3. A KO employee who attempts to retaliate against another employee or any other person who has reported a suspected Medicaid violation in good faith is subject to discipline up to and including termination of employment.
4. This policy is intended to encourage, enable, and protect KO employees and others who raise serious concerns regarding alleged violations of Medicaid compliance procedures and promote the review of these violations within KO prior to seeking resolution outside KO.
5. Under this policy, KO shall take whatever actions are necessary to prepare for reporting as required under Labor Law Sections 740 and 741 (new whistleblower provisions for Health Care providers).

CERTIFICATION

(also submitted at www.omig.state.ny)

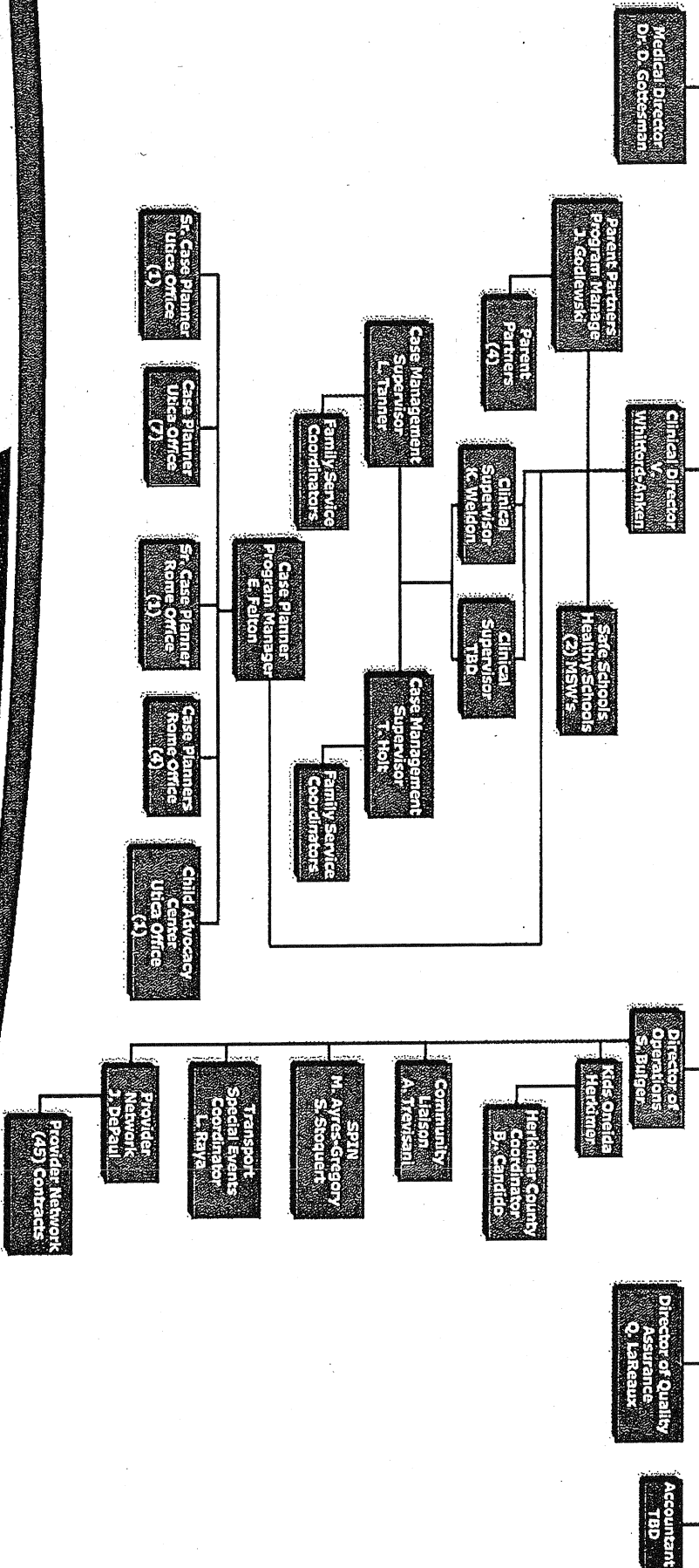
I certify that Kids Oneida, Inc. has adopted, implemented and maintains an effective compliance program that meets the requirements of Social Services Law § 363-d and 18 NYCRR Part 521.



Robert J. Roberts, III

Appendix K: Organizational Chart

Please see attached Organizational Chart



Appendix L/M: Service Utilization & Performance Measurement

Previously Provided

Appendix N: Miscellaneous/ Other

Annual Financial Audit and Annual Financial Report- please see report included in Appendix I.



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

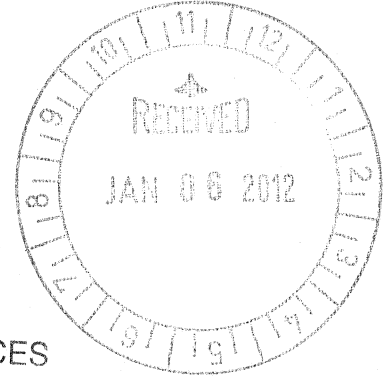
Fax 315-798-6444

E-mail. ofa@ocgov.net

December 6, 2011

FN 20

12-29



HEALTH & HUMAN SERVICES

WAYS & MEANS

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear Mr. Picente:

I am submitting the following Agreement between the Oneida County Office for the Aging/ Office of Continuing Care and Oneida County Workforce Development, to coordinate the Senior Community Service Employment Program (OAA, Title V), for your review and approval.

The Senior Community Service Employment Program is a training program for older workers where all enrollees work part-time at minimum wage. This contract supports the administration of this program. The terms of this Agreement will commence upon execution and be renewed annually as notification is received of the Federal funds that will be allocated for the next fiscal year.

The total amount of this agreement is \$59,340.68. Federal and County dollars support this agreement with the County share being 10% (\$5,943.07).

I am available at your convenience to answer any questions you might have about this agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Romano".

Michael J. Romano
Director

MJR/grb
Enc.

**Oneida County Board of Legislators
 Contract Summary**

Name of Proposing Organization: Oneida County Workforce Development
Type of Activity: Administrators for Title V, Senior Community Service Employment Program
Contract Dates: upon execution - June 30, 2012

Client Population/Number: Aged 55 and older and have an annual income at or below 125% of poverty.
 / eight enrollees.

Description of Services: Coordinate the Title V, Senior Community Services Employment Program (SCSEP) with other service providers to ensure that older residents of Oneida County with the greatest economic and social needs (target groups) are being met; and assist Oneida County residents with subsidized job placement at host agency work sites for the purpose of skill development.

Objectives/Outcomes: It is the program's objective to ensure that the host work sites give enrollees consideration for unsubsidized job openings, and will maintain records on number of enrollee transitions to permanent employment at a host work site. The program recruits and accepts referrals for SCSEP who are age 55 and older and have an annual income at or below 125% of poverty.

Total Funding Requested: \$59,430.68

Oneida County Department Funding Recommendations: \$59,430.68

Proposed Funding Source (Federal/State/County): Acct. # **A6772.495.120**

Federal \$53,487.61 **State** \$ 0; **County** \$5,943.07 **Contractor** \$ 0

Cost Per Client Served

Enrollee Salaries
 \$7.25 per hr x 17.5 hrs + 17.5% fringe = \$ 149.08 (weekly salary for individual enrollee)
 \$149.08 x 6 enrollees x 52 weeks
 Total Salary \$ 46,512.96
 \$7.25 per hr x 12 hrs + 17.5% fringe = \$ 102.23 (weekly salary for individual enrollee)
 \$102.23 x 2 enrollees x 52 weeks
 Total Salary \$ 10,631.92
 Workforce Development Administrative Costs (4%) \$ 2,285.80

Total Salary and Fringe \$ 59,430.68

Past Performance Data

AGREEMENT

THIS IS AN AGREEMENT by and between the ONEIDA COUNTY OFFICE OF AGING/ OFFICE OF CONTINUING CARE located at 235 Elizabeth Street, Utica, New York 13501 hereinafter known as "OFFICE"; and ONEIDA COUNTY OFFICE OF WORKFORCE DEVELOPMENT, with service location at the 209 Elizabeth Street, Utica, New York 13501, hereinafter known as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the OFFICE is charged with the responsibility of administering Federal Older Americans Act, 1965 as amended 1992 (PL102-375), funds in the County of Oneida, State of New York; and

WHEREAS, the OFFICE has the primary responsibility for the overall planning and coordination of OAA Title V, Senior Community Service Employment Program (SCSEP) in the County of Oneida, State of New York; and

WHEREAS, the OFFICE has the responsibility to formally and informally monitor and evaluate all programs, services and contracts funded through the OFFICE; and

WHEREAS, the OFFICE will provide technical assistance, upon request, to assist the CONTRACTOR in more effectively carrying out service delivery and/or complying with Federal, State and local statutes, policies, rules and regulations; and

WHEREAS, the CONTRACTOR is willing and able to perform the services required by this Agreement;

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

1. GENERAL ASSURANCES

- A. The CONTRACTOR shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Administration on Aging, the New York State Office for the Aging (SOFA), County of Oneida and the OFFICE, refer to Appendix A.
- B. The CONTRACTOR shall obtain and submit two (2) copies to the OFFICE of mutually signed, written Agreements existing between the CONTRACTOR and host work sites providing support to the SCSEP program.
- C. The CONTRACTOR understands that all equipment acquired with Title V, SCSEP funds shall remain the property of the OFFICE; if the contract and/or program is terminated, the OFFICE shall issue a claim to said equipment in accordance with the Code of Federal Regulations 45-74, as amended 1980.
- D. The CONTRACTOR agrees that any program, public information materials, or other printed or published materials on the work of or funded by Title V, SCSEP will give due

recognition to the New York State Office for the Aging and the Oneida County Office for the Aging (i.e., "This program is supported by Oneida County Office for the Aging and the New York State Office for the Aging.").

2. FISCAL REQUIREMENTS

- A. The **CONTRACTOR** shall keep Title V, SCSEP funds separate; further, state and federal funds shall not be used as local share (match).
- B. The **CONTRACTOR** will submit a written request and receive written approval from the **OFFICE** for any budget revisions; costs due to unauthorized revisions shall be borne by the **CONTRACTOR**.
- C. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the **OFFICE** Voucher Instructions.
- D. The **CONTRACTOR** shall report to the **OFFICE** any and all additional moneys or program income (contributions, donations, reimbursements, grants) given to the program. "Program income means gross income received by the sub **CONTRACTOR** directly generated by a (OFA) grant supported activity, or earned as a result of the (OFA) grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.
- E. The **CONTRACTOR** shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements, other grants, within its budget.
- F. The **OFFICE** shall conduct periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.
- G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has been a sub **CONTRACTOR** for two (2) years or more; a copy of the audit shall be submitted to the **OFFICE** upon completion of the program/fiscal audit conducted by the outside auditor.
- H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **OFFICE** review upon request.
- I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when the contract is terminated.
- J. The **CONTRACTOR** shall follow close-out procedures administered by the **OFFICE** in accordance with the Code of Federal Regulations 45-74, as amended 1980.

3. INSURANCE COVERAGE REQUIREMENTS

- A. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its **OFFICES**, trustees,

servants, or independent sub **CONTRACTORS**, and shall hold harmless and indemnify the **OFFICE** and County of Oneida from liability upon any and all claims for injuries to persons or for damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its **OFFICES**, trustees, agents, servants, volunteers or independent sub **CONTRACTORS**; the **CONTRACTOR** shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the **CONTRACTOR** or not.

- B. The **CONTRACTOR** shall carry insurance in the sum of not less than One Million (\$1,000,000) Dollars per occurrence against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damages to property, whether such injuries, death or damages by attributable to the negligence or any other acts of the **CONTRACTOR**, its employees, volunteers, agents or otherwise.
- C. The **CONTRACTOR** and the **OFFICE** are departments within the County of Oneida, a municipal corporation that is self-insured, and therefore it is not necessary for the **CONTRACTOR** to name the **OFFICE** as party insured thereunder, nor is it necessary for the **CONTRACTOR** to submit a Certificate of Insurance as verification of liability coverage for the duration of the program period.

4. REPORTING REQUIREMENTS

- A. The **CONTRACTOR** shall, in pursuit of **OFFICE** Title V, SCSEP funded programs, comply with the Definition of Services, September 1996, as established by the New York State Office for the Aging (96-PI-43).
- B. The **CONTRACTOR** shall provide the **OFFICE** with timely information needed to meet planning, coordination, evaluation and reporting requirements as requested by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS).
- C. The **CONTRACTOR** shall maintain appropriate client records on each participant who receives services through this Title V, SCSEP supported program; the **OFFICE** shall have access to the client records upon request.
- D. The **CONTRACTOR** shall provide the **OFFICE** with required monthly, quarterly, periodic, and/or special reports and shall submit all reports to the **OFFICE** by the dates specified.

5. GRIEVANCE PROCEDURES

- A. The **CONTRACTOR** agrees to implement the **OFFICE**'s grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in Appendix B.

6. COORDINATION REQUIREMENTS

- A. The **CONTRACTOR** and the **OFFICE** agree to coordinate service activities and referrals with other service providers to ensure that older residents of Oneida County with the greatest economic and social needs (target groups) are being met.

B. The **CONTRACTOR** agrees to comply with policies ensuring client confidentiality, as established by the New York State Office for the Aging (SOFA) and the **OFFICE**, when information sharing between agencies is crucial to the client's well being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

C. The **CONTRACTOR** and the **OFFICE** shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

7. CONTRACT CANCELLATION

A. The contract may be canceled by the **OFFICE** for failure by the **CONTRACTOR** to comply with the terms and conditions of this Agreement; the **CONTRACTOR** shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The **CONTRACTOR** and the **OFFICE** reserve the right to cancel the Agreement upon sixty (60) days written notice to the other party.

C. The **CONTRACTOR** agrees that in the event of contract termination, said party shall make a full and final accounting of all funds received and moneys expended under the Agreement within thirty (30) days after the date of termination; any unexpended funds shall be the property of the **OFFICE**.

D. The **CONTRACTOR** shall coordinate with the **OFFICE** and other providers to ensure that any break in service to clients shall not be detrimental to a clients' well-being; other services shall be substituted and/or coordinated on the clients' behalf.

8. CONTRACT RENEWAL

The **OFFICE** and the **CONTRACTOR** shall negotiate the contract annually.

9. NO CLAIM FOR DAMAGES

The **CONTRACTOR** agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

10. PROGRAM SPECIFIC

A. The **CONTRACTOR** will create enrollment contracts for the agencies, and site agreements.

B. The **CONTRACTOR** will process Agency reimbursement requests.

11. COMPLIANCE WITH REGULATION

A. The **CONTRACTOR** agrees to comply with all applicable Federal, State, and Local statutes, rules, and regulations as some may from time to time be amended pursuant to law.

B. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the **CONTRACTOR** agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service by performance of this contract by the **CONTRACTOR** and sub

CONTRACTORS. Upon awarding of this contract, and before work commences the **CONTRACTOR** will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the **CONTRACTOR** and any sub **CONTRACTORS** in performance of this contract will be delivered exclusively to the Oneida-Herkimer Solid Waste Authority facilities.

12. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

A. The Contractor, agrees that, to the extent the **CONTRACTOR** is either a covered entity or a business associate of the Agency, as either term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA.

13. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

The **CONTRACTORS** should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

A. **LOBBYING:** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the **CONTRACTOR** certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an **OFFICE** or employee of any agency, a Member of Congress, and **OFFICE** or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an **OFFICE** or employee of any agency, a Member of Congress, an **OFFICE** or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit

Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

B. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

1. The **CONTRACTOR** certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the **CONTRACTOR** is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

C. DRUG-FREE WORKPLACE (**CONTRACTORS OTHER THAN INDIVIDUALS**): As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

1. The **CONTRACTOR** that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is

- prohibited in the **CONTRACTOR**'s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
1. The dangers of drug abuse in the workplace;
 2. The **CONTRACTOR**'s policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the contract, the employee will-
1. Abide by the terms of the statement and;
 2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Office.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

D. The **CONTRACTOR** may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

E. DRUG-FREE WORKPLACE (**CONTRACTOR WHO ARE INDIVIDUALS**): As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

1. As a condition of the contract, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to the Office.

14. REIMBURSEMENT FOR SERVICES

A. It is agreed and understood by all parties that the **OFFICE** will reimburse the **CONTRACTOR** for Senior Community Service Employment Program which is provided in accordance with the terms and conditions of this Agreement and the Older Americans Act, Title V, SCSEP grant with the terms and conditions of this Agreement and as outlined in Appendix C and as follows:

B. Contract Costs

Enrollee Salaries

$\$7.25 \text{ per hr} \times 17.5 \text{ hrs} + 17.5\% \text{ fringe} = \$ 149.08$ (weekly salary for individual enrollee)

$\$149.08 \times 6 \text{ enrollees} \times 52 \text{ weeks}$

Total Salary \$ 46,512.96

$\$7.25 \text{ per hr} \times 12 \text{ hrs} + 17.5\% \text{ fringe} = \$ 102.23$ (weekly salary for individual enrollee)

$\$102.23 \times 2 \text{ enrollees} \times 52 \text{ weeks}$

Total Salary \$ 10,631.92

Workforce Development Administrative Costs (4%) \$ 2,285.80

Total Salary and Fringe \$ 59,430.68

C. The **CONTRACTOR** agrees to reimburse Title V Employees for the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

D. The **OFFICE** grant funds are contingent upon availability of Federal and County of Oneida funding; line-item reimbursement is payable in twelve (12) monthly vouchers as specified in the Voucher Instructions.

E. The **CONTRACTOR** agrees that this Agreement will not be subcontracted or assigned.

F. This contract will commence upon execution and terminate June 30, 2012 and be renewed annually as notification is received of the amount of Federal funds that will be allocated for the next fiscal year.

IN WITNESS THEREOF, the parties have here unto set their hand on the date respectively stated.

CONTRACTOR

David Mathis

David L. Mathis, Director
Oneida County Office of Workforce Development

12-6-2011

Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr. County Executive

Date

OFFICE FOR THE AGING

Michael J. Romano
Michael J. Romano, Director

12/6/11
Date

Approved As To Form ONLY:
ONEIDA COUNTY ATTORNEY

BY: _____

APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
45 CFR Part 93 (New Restrictions on Lobbying)
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))
OFA of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19-J of the Executive Law
New York State OFA for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State OFA for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS OFA for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Unsatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

Appendix C

Program Summary Budget - Title V Program

Page 1

County: Oneida

Program Period:

July 1, 2011 - June 30,2012

BUDGET CATEGORY	A. TOTAL BUDGET	B. ADMINISTRATIVE	C. ENROLLEE WAGES FRINGE BENEFITS	D. PROGRAM/OTHER COSTS			
1. PERSONNEL	\$7,616	\$2,973	0	\$4,643			
2. FRINGE BENEFITS	\$2,666	\$1,041	0	\$1,625			
3. EQUIPMENT	\$0	\$0	0	\$0			
4. TRAVEL	\$277	\$0	0	\$277			
5. MAINTENANCE & OPERATIONS	\$1,387	\$0	0	\$1,387			
6. OTHER EXPENSES	\$245	\$0	0	\$245			
7. SUBCONTRACTS	\$59,431	\$2,286	\$57,145	\$0			
8. TOTAL BUDGET LINES 1-7	\$71,622	\$6,300	\$57,145	\$8,177			
9. TOTAL FEDERAL FUNDS REQUESTED	\$64,457	90.00%*	\$5,670	**	\$51,429	***	\$7,358
10. NON-FEDERAL MATCHING FUNDS	\$7,165	10.00%*	\$630		\$5,716		\$819

*Federal share cannot exceed 90% of the Total Budget; Non-federal share must be at least 10% of the Total Budget.

**Federal share of Administration is not to exceed 9.45% of the Federal funds requested.

*** Federal share of Enrollee Wages and Fringe Benefits must be at least 75% of the Federal funds requested.

Supporting Budget Schedule - Title V County: Oneida
Program Period: July 1, 2011 - June 30, 2012

1. Personnel: Complete for each Administrative/Supervisory Position. Enter Name, title, and location (Staff identified on the personnel roster whose salary in Column 10 is exclusively Title V need not be listed.)

		Annual Salary	%	Chargeable to Title V Amount
Name	June Hanrahan	\$46,430	10.00%	\$4,643
Title	Senior Administrative Assistant			
Name	Susie Perritano	49,545	6.00%	\$2,973
Title	Administrative Officer			
Name				
Title				
Sum of Personnel Roster Column 10 amounts that are exclusively Title V. Enrollee wages				
Total Number of Enro <u>7</u>				\$7,616
Rate per Hour: <u>\$7.25</u> *				
NYSOFA's policy is not to pay for wages above the minimum wage (\$7.25)				
Total				\$7,616

2. Fringe Benefits:

Staff: Composite Percentage 35 %

Enrollees: the following must be provided;

Social Security 7.65% Workers Compensation 3.1%

Physical Examinations 3.5% Unemployment Insurance*25%

Disability(Not-for-Profits only) 3%

Composite Percentage: 17.5%

*Note: County can elect not to pay unemployment until claim is filed, therefore, a 0% entry may occur.

Total AAA Staff and Title V Enrollees

Amount	Title V
	\$2,666
Amount	
	\$10,282

3. Equipment: (Equipment items having a unit cost of \$1000 or more must be described in detail here. Other equipment items with a unit cost of less than \$1000 can be described in narrative form at the bottom of this section.)

Item and Description (unit cost of \$1000 or more)	QUANTITY	UNIT PURCHASE PRICE	ANNUAL UNIT RENTAL PRICE	AMOUNT CHARGEABLE TO PROGRAM
Briefly describe equipment items with a unit cost of less than \$1000.				
Title V Program Total				\$0

Supporting Budget Schedule -

Title V - Continue

County: Oneida

Program Period: July 1, 2011 - June 30, 2012

4. Travel: Per USDoL directive, mileage reimbursement cannot exceed \$.555 per mile.

\$277

5. Maintenance and Operations:

	Rental Costs:	\$600	\$600
	Other Maintenance & Operations costs:	\$502	\$787
Mail, Printing, Telephone, Sup	\$285	TOTAL	\$1,387

6. Other Expenses: (List specific items and cost)

Training: \$ 0 Conferences/Seminars: \$245
 Bonding: \$ 0 Other:* \$0
 *Specify: _____

TOTAL \$245

7. Subcontracts: List each contract and amount.

A copy of each contract must be submitted to NYSOFA before reimbursement will be made.

Subcontractor	NYSOFA use only Contract rec'd	Total Amount Title V Program
Oneida County Workforce Development		\$59,431
Total Number of Subcontracts: <u>1</u>	Total	\$59,431

9. Federal Funds:

Title V Base Allocation: \$64,457

Reallocated / Supplemental Funds \$0

Total \$64,457

10. Non-Federal Matching Funds:

Source	Check if () In-kind	Amount
Aid Community Resource Center		\$678
Ava Dorfman Sr. Center		\$678
Cornell Cooperative Extension (working solutions - Utica)		\$678
Oneida County D.P.W.		\$678
Oneida County Office For The Aging--Rome (P.R.)		\$679
Oneida County Office For The Aging--Rome (S.W.)		\$679
Parkway Senior Center		\$340
Salvation Army-Clothing Connection		\$340
Rome YMCA		\$678
Total		\$5,428



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

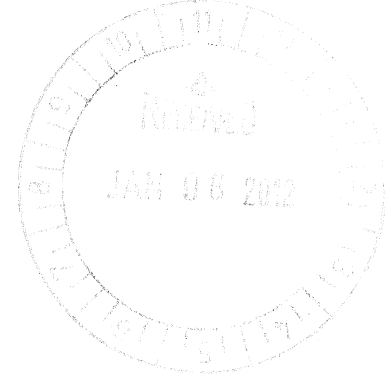
Phone 315-798-5456

Fax 315-798-6444

E-mail. ofa@ocgov.net

November 18, 2011

FN 20 12-30



Anthony J. Picente, Jr.
County Executive
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Letter of Agreement between the Office for the Aging / Office of Continuing Care and the North Utica Senior Citizen's Recreation Center, Inc.

The purpose of this agreement is for the provision of several aging services positions. The positions consist of Case Aids, Case Managers, Case Management Supervisor, Community Service Coordinator and various Aging/Long Term Care Program Coordinators. This program is supported by Federal, State, County and Contactor dollars up to \$887,504.30. The County share is \$124,250.60.

This Agreement will commence January 1, 2012 and terminate December 31, 2012.

I am available at your convenience to respond to any questions you might have regarding this agreement.

Sincerely,

Michael J. Romano
Director

MJR/grb

Enc.

Reviewed and Approved for submission to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive
Date 12/29/11

ONEIDA COUNTY OFFICE FOR THE AGING/OFFICE OF CONTINUING CARE
CONTRACT SUMMARY

Name of Proposing Organization: North Utica Senior Citizen's Recreation Center, Inc.

Type of Activity or Service: Family Caregiver Support
Aging Services/Outreach (Information and Assistance),
Case Management
Supervision

Proposed Dates of Operation: January 1, 2012 – December 31, 2012

Client Population/ Number to be Served:

1. Narrative Description of Proposed Services

- Case Management Services – an important component of the aging network for they identify frail, elderly and homebound people who are in need of supportive services. Once identified and assessed, the elders are linked to appropriate services that allow them to remain independent.
- Community Service Coordinator – assists with outreach activities and other methods to provide support services for informal caregivers. In addition to Case Management the Community Service Coordinator will assist with staff functions such as taking referrals, scheduling and clerical duties.
- Elder Abuse Coordinator – Case Management and intervention services for at risk clients
- Weatherization/ Billpayer Coordinator - Identifies low income, energy vulnerable elderly households and assesses the level of need to determine whether to provide services in addition to an assisted referral to WRAP subgrantee as well as referring non-eligible elderly to other providers
- Case Aid – Brokering of care with agencies and performs clerical and support services for case managers.
- Utica Team Supervisor - serves as an integral part of the management / supervisory team and requires strong supervisory skills. This position also requires excellent communication and interpersonal skills with ability to lead and motivate direct service staff.
- I & A Coordinator - Development and maintenance of a comprehensive and current resource listing of long-term care services, programs and providers in Oneida County for the Point of Entry initiative, NY Connects: Choices for the Long Term Care.

2. Program/ Service Objectives and Outcomes

- Case Management -Seniors will be assisted in securing supportive services by providing: information and referral, case assistance, benefit counseling, health insurance counseling, public presentations, housing assistance, home energy assistance, screening for Weatherization, referral and Packaging (WRAP) services, and assessments for home delivered meals and nutrition services.
- Caregiver Support Program - will predominantly serve primary caregivers that are married and living with the care recipient and adult children who are caring for their parents.
- Elder Abuse Program - Assess all elder abuse referrals and develops service plans to address the current needs of each alleged victim

3. Program Design and Staffing Level

- 12- Case Managers
 - Provide Information and Assistance to target services for individuals who are most economically and socially in need of supportive services.
- 1 - Community Service Coordinator
 - To assist with Caregiver Case Management
- 8 - Caregiver Case Aids (7 F/T , 1 P/T)
 - To assist Case Managers and Caregiver Support Specialist with routine duties and brokerage duties in the Home Care Brokerage Unit.
- 1 - Utica Team Supervisor
 - Coordinates the staff activities of the Office for Aging / Continuing Care and Supervises the work of OFA/OCC Program Staff (OFA/OCC Case Management staff, Case Aides; clerical staff);
- 1 - Weatherization/ Billpayer Coordinator
 - Weatherization- identifies low income, energy vulnerable elderly households and assesses their level of needs.
 - Billpayers - use volunteers to assist in monthly banking allowing clients to retain independence in their home
- 1 - Elder Abuse Coordinator
 - Oversees the Elder Abuse Coalition and sub-committees. Case manages all elder abuse cases.
- 2 - I & A Coordinator
 - Set up and maintain a comprehensive and current listing of long-term care services, programs and providers in Oneida County for the Long- Term care Point of Entry Information & Assistance.

Total Funding Requested: **\$ 887,504.30**

- 50369 – Units/hrs of service
- \$887,504.30 - Total dollars/cost
- \$ 17.627 cost per unit/hrs of case management
-

Oneida County Department Funding Recommendations: \$887,504.30

Proposed Funding Source: Account A6772.495.117 A6773 C1, C2 & SNAP
 A6772 495.123 A6774 .49599 EISEP & MA
 A6772.495.131

Federal 46% (\$408,251.98); **State 40%** (\$ 355,001.72); **County 14%** (\$ 124,250.60)
Contractor Match (\$ 61,116.00)

Past Performance Data:

AGREEMENT

This is an Agreement by and between the **NORTH UTICA SENIOR CITIZEN'S RECREATION CENTER, INC.** located at 50 Riverside Drive, Utica, New York 13502, hereinafter known as "**CONTRACTOR**"; and **COUNTY OF ONEIDA, OFFICE FOR THE AGING**, located at 235 Elizabeth Street, Utica, New York 13501, hereinafter known as the "**OFFICE**".

WITNESSETH:

WHEREAS, the OFFICE has the primary responsibility for the overall planning and coordination of OFFICE funds including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, WRAP, LTCOP; and County of Oneida funds.

WHEREAS, the OFFICE has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the OFFICE; and

WHEREAS, the OFFICE will provide technical assistance, upon request, to assist the CONTRACTOR in more effectively carrying out service delivery and/or complying with Federal, State and local statutes, policies, rules and regulations; and

WHEREAS, the CONTRACTOR is willing and able to perform the services required by this Agreement;

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

1. STANDARD ASSURANCES

A. The CONTRACTOR shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Administration on Aging, the New York State Office for the Aging (SOFA), County of Oneida and the OFFICE, refer to **Appendix A**.

B. The CONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal/State financial assistance."

C. The CONTRACTOR shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race,

color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subjects to discrimination under any program or activity receiving Federal/State financial assistance.

E. The Contractor shall clearly provide clients an opportunity to confidentially and voluntarily contribute to the cost of the Title III services received through this Agreement.

F. The CONTRACTOR agrees to hire qualified persons as specified in the respective job description(s), and to maintain the number of staff workers specified in the personnel section of the proposal.

G. When appropriate, the CONTRACTOR shall attempt to recruit volunteers into the program to assist staff and clients.

H. The CONTRACTOR shall obtain, and submit to the OFFICE, three (3) copies of mutually signed, written Agreements existing between the CONTRACTOR and other service providers providing support to this contracted program.

I. The CONTRACTOR understands that all equipment acquired with funds under this contract shall remain the property of the OFFICE; if the contract and/or program is terminated, the OFFICE shall issue a claim to said equipment in accordance with the Code of Federal Regulations 45-74, as amended 1980.

J. The CONTRACTOR agrees that all program, public information materials, or other printed or published materials on the services funded by the OFFICE will give due recognition to the Oneida County Office for the Aging (The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined) (i.e., *"This program is supported by Oneida County Office for the Aging."*). (Copies of all materials should be forwarded by the CONTRACTOR to the OFFICE at the end of each month.)

2. FISCAL REQUIREMENTS

A. The CONTRACTOR shall keep Title III funds separate; further, state and federal funds shall not be used as local share (match).

B. The CONTRACTOR will submit a written request and receive written approval from the OFFICE for any budget revisions; costs due to unauthorized revisions shall be borne by the CONTRACTOR.

C. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the OFFICE Voucher Instructions.

D. The CONTRACTOR shall report to the OFFICE any and all additional moneys or program income (contributions, donations, reimbursements, grants) given to the program. "Program income means gross income received by the subcontractor directly generated by a (OFFICE) grant supported activity, or earned as a result of the (OFFICE) grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The CONTRACTOR shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements, other grants, within its budget.

F. The OFFICE shall conduct periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The CONTRACTOR shall agree to have an independent audit conducted for the contracted program if it has been a CONTRACTOR for two (2) years or more; a copy of the audit shall be submitted to the OFFICE upon completion of the program/fiscal audit conducted by the outside auditor.

H. The CONTRACTOR shall maintain fiscal records for six (6) years and shall make them available for OFFICE review upon request.

I. The CONTRACTOR shall cooperate with the closeout audit that is required when the contract is terminated.

J. The CONTRACTOR shall follow close-out procedures administered by the OFFICE in accordance with the Code of Federal Regulations 45-74, as amended 1980.

3. INSURANCE COVERAGE REQUIREMENTS

A. The CONTRACTOR shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, or independent subcontractors, and shall hold harmless and indemnify the OFFICE and County of Oneida from liability upon any and all claims for injuries to persons or for damages to property on account of any neglect, fault or default of the CONTRACTOR, its officers, trustees, agents, servants, volunteers or independent subcontractors; the CONTRACTOR shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the CONTRACTOR or not.

B. The CONTRACTOR shall carry paid up insurance in the sum of not less than One Million (\$1,000,000) Dollars per occurrence against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damages to property, whether such injuries, death or damages by attributable to the negligence or any other acts of the CONTRACTOR, its employees, volunteers, agents or otherwise.

C. The CONTRACTOR shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York and shall name the OFFICE as party insured thereunder, and shall provide that in the event of cancellation thereof the OFFICE shall be notified at least thirty (30) days in advance thereof, the CONTRACTOR shall submit a Certificate of Insurance as verification of liability coverage for the duration of the program period.

4. REPORTING REQUIREMENTS

A. The CONTRACTOR shall, in pursuit of OFFICE Title III funded programs, comply with the Definition of Services, September 1996, as established by the New York State Office for the Aging (96-PI-43).

B. The CONTRACTOR shall provide the OFFICE with timely information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS).

C. The CONTRACTOR shall maintain appropriate client records on each participant who receives services through this Title III supported program; the OFFICE shall have access to the client records upon request.

D. The CONTRACTOR shall provide the OFFICE with required monthly, quarterly, periodic, and/or special reports and shall submit all reports to the OFFICE by the dates specified.

E. The CONTRACTOR shall submit a final Program Summary Report to the OFFICE within thirty (30) days of the end of the program year; the report shall cover the achievement of program goals and objectives.

F. The CONTRACTOR will report service units according to New York State Office for the Aging definition of services, as appropriate and applicable relative to the scope of service provided through this agreement. The OFFICE shall provide the CONTRACTOR with current service definitions and appropriate reporting forms within 30 days of execution of this agreement.

5. GRIEVANCE PROCEDURES

The CONTRACTOR agrees to implement the OFFICE's grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in **Appendix B**.

6. COORDINATION REQUIREMENTS

A. The CONTRACTOR and the OFFICE agree to coordinate service activities and referrals with other service providers to ensure that older residents of Oneida County with the greatest economic and social needs (target groups) are being met.

B. The CONTRACTOR agrees to comply with policies ensuring client confidentiality, as established by the OFFICE, when information sharing between agencies is crucial to the client's well being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

C. The CONTRACTOR and the OFFICE shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

7. CONTRACT CANCELLATION

A. The Agreement may be canceled by the OFFICE for failure by the CONTRACTOR to comply with the terms and conditions of this Agreement; the CONTRACTOR shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B The CONTRACTOR and the OFFICE reserve the right to cancel the Agreement upon sixty (60) days written notice to the other party.

C. The CONTRACTOR agrees that in the event of contract termination, said party shall make a full and final accounting of all funds received and moneys expended under the Agreement within thirty (30) days after the date of termination; any unexpended funds shall be the property of the OFFICE.

D. The CONTRACTOR shall coordinate with the OFFICE and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being; other services shall be substituted and/or coordinated on the clients' behalf.

8. CONTRACT RENEWAL

The OFFICE and the CONTRACTOR shall negotiate the contract annually.

9. NO CLAIM FOR DAMAGES

The CONTRACTOR agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

10. COMPLIANCE WITH REGULATION

A. The CONTRACTOR agrees to comply with all applicable Federal, State, and Local statutes, rules, and regulations as some may from time to time be amended pursuant to law.

B. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the CONTRACTOR agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service by performance of this contract by the contractor and subcontractors. Upon awarding of this contract, and before work commences the CONTRACTOR will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the contractor and any subcontractors in performance of this contract will be delivered exclusively to the Oneida-Herkimer Solid Waste Authority facilities.

11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

A. The Contractor, agrees that, to the extent the CONTRACTOR is either a covered entity or a business associate of the Agency, as either term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA

12. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

The Contractors should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free

Workplace (Grants).” The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

A. LOBBYING: As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

B. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

1. The Contractor certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

C. DRUG-FREE WORKPLACE (CONTRACTOR OTHER THAN INDIVIDUALS):As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

1. The Contractor that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;

2. The Contractor's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation, and employee assistance program; and

4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the contract, the employee will-

1. Abide by the terms of the statement and;

2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to the Office

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

D. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

DRUG-FREE WORKPLACE (CONTRACTORS WHO ARE INDIVIDUALS): As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the contract, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the contract; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: the Office

14. SERVICES

A. The CONTRACTOR agrees to provide service personnel as listed in **Appendix C**.

B. The CONTRACTOR agrees to make a good faith effort to serve low income minority older individuals in their service area at the same proportion that is in the general population of their service area.

C. The services provided by the CONTRACTOR shall include, but are not limited to: Information and Assistance, Public Information, Caregiver Services, In Home Contact and Support, Outreach, Health Insurance Counseling, and Energy Assistance.

D. The CONTRACTOR agrees that the Service Area will be generally designated as the County of Oneida, and the OFFICE shall alter service assignments based on need.

E. The CONTRACTOR agrees to prioritize individuals to be served as follows: homebound, low income, minority, disabled (physically and mentally), at-risk (age 75 and older), isolated and living alone.

F. The CONTRACTOR agrees to provide services at the following locations: home settings, housing complexes, congregate sites of the Nutrition Program for the Elderly, senior centers and in the community at-large. The site visit schedule will be established by the OFFICE.

G. Job descriptions / duties are provided in **Appendix D**

15. SUPERVISION

A. The OFFICE's designee will supervise, monitor and evaluate all activities performed by all staff they relate to this Agreement.

B. The OFFICE's designee will assign all projects and work to contracted personnel.

16. OTHER SPECIFICATIONS

A. The CONTRACTOR agrees to work in cooperation with the OFFICE to develop a comprehensive delivery system for Aging Services in Oneida County.

B. The CONTRACTOR agrees to provide the OFFICE with a schedule of planned payroll disbursements for the contract period and to notify the OFFICE in writing 24 hours in advance of any intent to delay payment to the employee. The schedule shall include method of payment, dates, and times of payroll disbursement. The CONTRACTOR is required to adhere to the said schedule. The OFFICE and each employee, employed through this agreement, will be provided with the schedule at the beginning of the contract period. The OFFICE and each said employee will be notified at least 24 hours in advance of any intent to delay payment to employee

C. The CONTRACTOR agrees to maintain employee time accruals starting each employee's sick, vacation and personal time pursuant to the CONTRACTORS Personnel Policy. The CONTRACTOR shall provide each employee and the OFFICE with an accurate and up to date accounting of their time bank with each payroll disbursement.

D. The OFFICE will provide office space, telephones, tech support, supervision and assistance to the contracted personnel.

E. The CONTRACTOR agrees to ensure that staff training is available to enhance staff performance of aging services; training may be provided by the CONTRACTOR, OFFICE or other.

F. The CONTRACTOR and the OFFICE agree to hold periodic coordinating meetings and be responsive to each other's needs.

G. The CONTRACTOR agrees to develop and implement a public relations plan with the objective to increase public awareness of senior center programs and activities and to increase participation in programs and activities at senior centers.

17. REIMBURSEMENT FOR SERVICES

A. It is agreed and understood by all parties that the OFFICE will reimburse the CONTRACTOR for personnel activities in accordance with the terms and conditions of this Agreement as listed in **Appendix E**.

B. The CONTRACTOR will voucher the OFFICE for completed units of service, up to **1827 units (hours)** per employee. The total payments for this contract will not exceed \$ **887,504.30**. The reimbursable 1827 hours include sick leave, designated holidays, personal leave and vacation time, training and mileage in accordance with the OFFICE'S work schedule..

C. The Contractor will submit **monthly** expenditure reports and corresponding back up for all payroll and program related expenses.

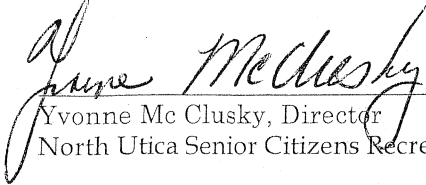
D. Individual funding may be adjusted within the contract maximum at the time of transition, resignation, dismissal) by Memorandum of Understanding.

E. The contract is contingent upon availability of County of Oneida funds; reimbursement is payable in **twelve (12) monthly** vouchers as specified in the OFA Voucher Instructions.

F. The CONTRACTOR agrees that this Agreement will not be subcontracted or assigned. The terms and conditions of this Agreement commence January 1, 2012 and terminate December 31, 2012.

IN WITNESS THEREOF, the parties have here unto set their hand on the date respectively stated.

CONTRACTOR



Yvonne Mc Clusky, Director
North Utica Senior Citizens Recreation Center, Inc.

11/17/2011

Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

OFFICE FOR THE AGING



Michael J. Romano, Director

11/18/11

Date

Approved As To Form ONLY:
ONEIDA COUNTY ATTORNEY

BY: _____

APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
45 CFR Part 93 (New Restrictions on Lobbying)
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19 - J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Unsatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process**Filing a Grievance**

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

North Utica Appendix C
2012

<u>Title/Name</u>	<u>Hr. Rate</u>	<u>Salary</u>	<u>Fringe @ 27%</u>	<u>Mileage</u>	<u>Training</u>	<u>Admin @ 8%</u>	<u>Total Cost</u>	<u>Unit Cost</u>	<u>Cost Cntr</u>	<u>Prgm</u>
Carol Nettleton Case Management	\$12.87	\$23,518.24	\$6,349.92	\$1,200.00	\$250.00	\$1,881.46	\$33,199.62	\$18.17	6772	3E
Liz Stachow Comm Service Coordinator	\$17.96	\$32,807.51	\$8,858.03	\$500.00	\$250.00	\$2,624.60	\$45,040.14	\$24.65	6772	3E
Joan Hyde Case Management	\$12.28	\$22,440.00	\$6,058.80	\$1,200.00	\$250.00	\$1,795.20	\$31,744.00	\$17.37	6772	3B
Valerie Thron Case Management	\$12.28	\$22,440.00	\$6,058.80	\$1,200.00	\$250.00	\$1,795.20	\$31,744.00	\$17.37	6772	3B
Marissa Cushman Case Management	\$12.28	\$22,440.00	\$6,058.80	\$1,000.00	\$250.00	\$1,795.20	\$31,544.00	\$17.27	6772	3B
Bridget Kopel Case Management	\$13.73	\$25,078.09	\$6,771.08	\$1,000.00	\$250.00	\$2,006.25	\$35,105.42	\$19.21	6772	3B
Joe Salvemini Utica Team Supervisor	\$19.54	\$35,695.45	\$9,637.77	\$1,000.00	\$250.00	\$2,855.64	\$49,438.86	\$27.06	6772	3B CSE
Brenda Fudge Case Management	\$12.28	\$22,440.00	\$6,058.80	\$1,000.00	\$250.00	\$1,795.20	\$31,544.00	\$17.27	6772	3B
Suzanne Mannella F/T EISEP Case Aide	\$11.68	\$21,340.89	\$5,762.04	\$0.00	\$0.00	\$1,707.27	\$28,810.20	\$15.77	6772	
Daniel Percy I & A Coordinator	\$14.45	\$26,404.43	\$7,129.20	\$300.00	\$250.00	\$2,112.35	\$36,195.98	\$19.81	6772	SPOE
Dennis Tuttle I & A Assoc, Legal, Trans	\$18.01	\$32,907.96	\$8,885.15	\$300.00	\$250.00	\$2,632.64	\$44,975.75	\$24.62	6772	SPOE
Kristin Palmer Elderabuse Prg Coord	\$15.57	\$28,449.94	\$7,681.48	\$1,000.00	\$250.00	\$2,276.00	\$39,657.42	\$21.71	6772	CSE
Karleen Markowicz Case Aid	\$9.98	\$10,379.93	\$2,802.58	\$0.00	\$0.00	\$830.39	\$14,012.91	\$13.47	6772	WRAP
Todd Grover Weath, Bill Payer Coord	\$13.96	\$25,500.00	\$6,885.00	\$1,000.00	\$250.00	\$2,040.00	\$35,675.00	\$19.53	6772	WRAP
Diana Davis Case Aide	\$11.04	\$20,171.42	\$5,446.28	0.00	0.00	\$1,613.71	\$27,231.42	\$14.90	6773	C2
Joe Campanaro Case Management	\$12.81	23,406.22	\$6,319.68	\$800.00	\$200.00	\$1,872.50	\$32,598.40	\$17.84	6774	SNAP
Carley Moynihan Case Management	\$12.28	\$22,440.00	\$6,058.80	\$1,000.00	\$250.00	\$1,795.20	\$31,544.00	\$17.27	6774	EISEP
Amanda Delaney CM	\$12.28	\$22,440.00	\$6,058.80	\$1,000.00	\$250.00	\$1,795.20	\$31,544.00	\$17.27	6774	EISEP

1.02

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1040
1827

North Utica Appendix C
2012

<u>Title/Name</u>	<u>Hr. Rate</u>	<u>Salary</u>	<u>Fringe @ 27%</u>	<u>Mileage</u>	<u>Training</u>	<u>Admin @ 8%</u>	<u>Total Cost</u>	<u>Unit Cost</u>	<u>Cost Cntr</u>	<u>Prgram</u>
Asmira Pehlic Case Management	\$12.87	\$23,518.24	\$6,349.92	\$1,000.00	\$250.00	\$1,881.46	\$32,999.62	\$18.06	6774	EISEP
Lisa Houghmaster Case Aid	\$10.18	\$18,601.69	\$5,022.46	\$0.00	\$0.00	\$1,488.14	\$25,112.28	\$13.75	6774	EISEP
Joi Morris Case Aide	\$9.44	\$17,237.75	\$4,654.19	\$0.00	\$0.00	\$1,379.02	\$23,270.96	\$12.74	6774	MA
Susanne Cookinham Caregiver Case Aide	\$9.44	\$17,237.75	\$4,654.19	\$0.00	\$0.00	\$1,379.02	\$23,270.96	\$12.74	6774	MA
TBA Case Management	\$12.04	\$ 22,000.00	\$5,940.00	\$ 1,000.00	\$250.00	\$1,760.00	\$30,950.00	\$16.94	6774	MA
TBA Case Management	\$628.57	\$ 22,000.00	\$5,940.00	\$ 1,000.00	\$250.00	\$1,760.00	\$30,950.00	\$16.94	6774	MA
TBA Case Management	\$892.40	\$ 22,000.00	\$5,940.00	\$ 1,000.00	\$250.00	\$1,760.00	\$30,950.00	\$16.94	6774	MA
Megan Curtis Case Management	\$12.28	\$22,440.00	\$6,058.80	\$1,000.00	\$250.00	\$1,795.20	\$31,544.00	\$17.27	6774	MA
Mary Ann Dunkentell Case Aide	\$9.44	\$17,237.75	\$4,654.19	\$0.00	\$0.00	\$1,379.02	\$23,270.96	\$12.74	6774	MA
Monica Benton Case Aide	\$9.56	\$17,466.96	\$4,716.08	\$0.00	\$0.00	\$1,397.36	\$23,580.40	\$12.91	6774	MA
		640,040.22	172,810.86	18,500.00	4,950.00	51,203.22	887,504.30			

APPENDIX D

Job Summaries

1. Case Management

Case Managers provide assistance with the following:

- Information and referrals
- Case assistance
- Benefit counseling
- Health Counseling
- Housing Assistance
- Home Energy Assistance Program (HEAP)
- Screening for Weatherization, Referral and Packaging(WRAP) services
- Assessment for home delivered meals and nutrition services.

2. Community Service Coordinator

- Assist Coordinator and staff with functions such as Case Management, taking and scheduling referrals and all other duties as assigned.

3. Elder Abuse Coordinator

- Oversee the Elder Abuse Coalition and sub-committees
- Case manage all elder abuse cases

4. Case Aid

- Brokering of care with agencies
- Performs clerical and support service for case managers

5. WRAP Case Management/Liaison

- Identifies low income, energy vulnerable elderly households.
- Assesses the level of need, and determines whether to provide services in addition to an assisted referral to WRAP subgrantee.
- Refers non-eligible elderly to other providers.
- Reviews local resources and matches needs and eligibility with available services. Meets with clients face to face to discuss and explain perceived needs, assistance available, and jointly develop a plan of action.
- Coordinates and implements an agreed upon service plan.
- Provides follow-up and closure to the plan, assuring all necessary services have been provided.
- Maintains client and program files.
- Develops local resources and awareness of the program in the community.
- Meets reporting NYSOFA requirements.

6. Long Term Care Specialists

- Collects and collates current information on the different categories of long-term care services, programs and providers.
- Inputs data onto excel files in an interactive database format.
- Monitors and updates records on a regular basis
- Coordinates with other agencies on a regular basis

7. Utica Team Supervisor

- Coordinates the staff activities of the Office for Aging/Continuing Care;
- Supervises the work of OFA/OCC Program Staff (OFA/OCC Case Management staff, Case Aides; clerical staff);
- Review employees written and field work;
- Evaluates employee's performance;

- Monitors service delivery outcomes to assure prompt, comprehensive and effective client service;
- Identifies system deficiencies and assists the Director in program and policy development to meet those needs;
- Manages client problems and crisis situations.

Contractor Name: North Utica Senior Citizens Community Center, Inc

Address: 50 Riverside Dr
Utica, NY

Phone: 724-2430

Prepared by: _____

PROGRAM / SERVICE: _____

Contract Period: 1/1/2012 - 12/31/2012

BUDGET SUMMARY CATEGORY	A. TOTAL BUDGET	B. ADMINISTRATIVE ACTIVITIES	C. DIRECT SERVICE ACTIVITIES
1. PERSONNEL	\$640,040		\$640,040
2. FRINGE BENEFITS	\$172,811		\$172,811
3. CONSULTANTS	\$0		\$0
4. EQUIPMENT	\$0		\$0
5. TRAVEL	\$18,500		\$18,500
6. RENT	\$0		\$0
7. COMMUNICATIONS	\$0		\$0
8. PRINTING/SUPPLIES	\$0		\$0
9. OTHER EXPENSES	\$56,068	\$51,118	\$4,950
10. SUBCONTRACTS	\$0		\$0
11. TOTAL BUDGET	\$887,419	\$51,118	\$836,301
12. ANTICIPATED INCOME	\$0	\$0	\$0
NET TOTAL (11 LESS 12)	\$887,419	\$51,118	\$836,301
13. OFA GRANT	\$887,504	\$51,203	\$836,301
14. CONTRACTOR FUNDS	\$61,201	(\$85)	\$0
15. UNITS	\$1,820		
UNIT COST FOR THE GRANT (13 DIVIDED BY 15)			

Contract Period: 1/1/2012 - 12/31/2012

I. PERSONNEL	ANNUAL SALARY	%TO	ADMIN	%	DIRECT	SERVICE
Name: C. Nettleton						
Title: Case Mngr						
	\$23,518	8%	\$1,881	92%	\$21,637	
Name: L. Stachow						
Title: Comm. Service Coord						
	\$32,807	8%	\$2,625	92%	\$30,182	
Name: V. Thron						
Title: Case Mngr						
	\$22,440	8%	\$1,795	92%	\$20,645	
Name: B. Fudge						
Title: Case Mngr						
	\$22,440	8%	\$1,795	92%	\$20,645	
Name: B. Kopel						
Title: Case Mngr						
	\$25,078	8%	\$2,006	92%	\$23,072	
Name: J. Salvemini						
Title: Supervisor						
	\$35,695	8%	\$2,856	92%	\$32,839	
Name: D. Percy						
Title: I & A Coord						
	\$26,404	8%	\$2,112	92%	\$24,292	
Name: D. Tuttle						
Title: I & A Assoc, Legal, Transp						
	\$32,908	8%	\$2,633	92%	\$30,275	
Name: K. Palmer						
Title: Elder Abuse Coord						
	\$28,450	8%	\$2,276	92%	\$26,174	
TOTAL PERSONNEL	\$249,740	*	\$19,979	%	\$229,761	

*NOTE: The Dollar amount charged to this program MUST equal the amount on Page 1, Column A, Line 1.

Contract Period: 1/1/2012 - 12/31/12

I. PERSONNEL	ANNUAL SALARY	%TO	ADMIN	%	DIRECT	SERVICE
Name: T. Grover						
Title: WRAP/House Coord, Billpayr						
	\$25,500	8%	\$2,040	92%	\$23,461	
Name: K. Markowicz						
Title: Case Aide						
	\$10,380	8%	\$830	92%	\$9,551	
Name: D. Davis						
Title: Case Aide						
	\$20,171	8%	\$1,614	92%	\$18,557	
Name: J. Campanaro						
Title: Case Mngr						
	\$23,406	8%	\$1,872	92%	\$21,534	
Name: A. Delaney						
Title: Case Mngr						
	\$22,440	8%	\$1,795	92%	\$20,645	
Name: Asmira Pehlic						
Title: Case Mngr						
	\$23,518	8%	\$1,881	92%	\$21,637	
Name: L. Houghmaster						
Title: Case Aide						
	\$18,601	8%	\$1,488	92%	\$17,113	
Name: J. Morris						
Title: Case Aide						
	\$17,238	8%	\$1,379	92%	\$15,859	
Name: S. Cookingham						
Title: Case Aide						
	\$17,238	8%	\$1,379	92%	\$15,859	
TOTAL PERSONNEL	\$178,492	*	\$14,279	%	\$164,215	

*NOTE: The Dollar amount charged to this program MUST equal the amount on Page 1, Column A, Line 1.

Contract Period: 1/1/2012 - 12/31/2012

I. PERSONNEL	ANNUAL SALARY	%TO	ADMIN	%	DIRECT	SERVICE
Name: M Cushman						
Title: Case Mngr						
	\$22,440	8%	\$1,795	92%	\$20,645	
Name: J. Hyde						
Title: Case Mngr						
	\$22,440	8%	\$1,795	92%	\$20,645	
Name: C. Moynihan						
Title: Case Mngr						
	\$22,440	8%	\$1,795	92%	\$20,645	
Name: M. Curtis						
Title: Case Mngr						
	\$22,440	8%	\$1,795	92%	\$20,645	
Name: M. Dunkentell						
Title: Case Aide						
	\$17,238	8%	\$1,379	92%	\$15,859	
Name: M. Benton						
Title: Case Aide						
	\$17,467	8%	\$1,397	92%	\$16,070	
Name: S. Mannella						
Title: Case Aide						
	\$21,341	8%	\$1,707	92%	\$19,634	
Name: TBA						
Title: Case Mngr						
	\$22,000	8%	\$1,760	92%	\$20,240	
Name: TBA						
Title: Case Mngr						
	\$22,000	8%	\$1,760	92%	\$20,240	
TOTAL PERSONNEL	\$189,806	*	\$15,184	%	\$174,622	

*NOTE: The Dollar amount charged to this program MUST equal the amount on Page 1, Column A, Line 1.

Contract Period: 1/1/2012 - 12/31/2012

I. PERSONNEL	ANNUAL SALARY	%TO	ADMIN	%	DIRECT	SERVICE
Name: Vacant						
Title: Case Mngr						
	\$22,000	8%	\$1,760	92%	\$20,240	
Name:						
Title:						
Name:						
Title:						
Name:						
Title:						
Name:						
Title:						
Name:						
Title:						
Name:						
Title:						
Name:						
Title:						
Name:						
Title:						
TOTAL PERSONNEL	\$22,000	*	\$1,760	%	\$20,240	

*NOTE: The Dollar amount charged to this program MUST equal the amount on Page 1, Column A, Line 1.

Contract Period: 1/1/2012 - 12/31/2012

2. FRINGE BENEFITS:					
Composite Percentage: <u>27%</u> ^^includes, fica (SS) and Health Ins^^					TOTAL \$172,811
3. Consultants:					
Consultant (List Name & Title for each entry)	Type of Service	Unit Cost (Rate/Hour)	No. of Units (Hour/Session)	Amount	
Name:					
Title:					
Name:					
Title:				TOTAL	\$0
4. Equipment: (List only items having a unit cost of \$300 or more. For all equipment rentals, attach copy of agreement.)					
Item And Description (Unit Cost of \$300 or More)	Quantity	Unit Purchase Price	Annual Unit Rental Price	Amount Chargeable to Program	
Briefly describe equipment items with a unit cost of less than \$300.					
TOTAL					\$0
4. Travel (Staff)					
Mileage <u>\$18,500</u> @ <u>\$0.555</u> per mile Tolls & Parking _____ for <u>33,333</u> Miles Public Transportation _____ _____ _____					TOTAL \$18,500
NOTE: See "Other Expenses" for Conferences, Seminars & Training.					

Contractor: North Utica Senior Citizens Community Center, Inc

Contract Period: 1/1/2012 - 12/31/2012

6. Rent: (Include information below for rental property. Also include maintainance-in-lieu of rent charges for sponsor-owned property. Attach a copy of the lease for all rented property and a copy of the charge back breakdown for sponsor-owned property.)

<p>1. Location: _____ Owner: _____</p> <p>Square footage: @ _____ per sq. ft. _____ in-kind []</p> <p>Monthly Rental _____ x 12 = _____</p> <p>Utilities _____ Janitorial Services _____</p> <p>Maintainance-in-lieu of rent _____</p>	<div style="background-color: #cccccc; width: 100%; height: 100%;"></div>
<p>2. Location: _____ Owner: _____</p> <p>Square footage: @ _____ per sq. ft. _____ in-kind []</p> <p>Monthly Rental _____ x 12 = _____</p> <p>Utilities _____ Janitorial Services _____</p> <p>Maintainance-in-lieu of rent _____</p>	
<p>3. Location: _____ Owner: _____</p> <p>Square footage: @ _____ per sq. ft. _____ in-kind []</p> <p>Monthly Rental _____ x 12 = _____</p> <p>Utilities _____ Janitorial Services _____</p> <p>Maintainance-in-lieu of rent _____</p>	
<p>TOTAL \$0</p>	

7. Communications

Used for program's use only			
	Telephone	Fax	Modem
Number of lines _____			
Average charge per month _____	\$ _____	\$ _____	
Telecommunications : _____	(114.32 x 12)		
Postage: (general mailing) _____	Number of pieces: _____		
Postage: (bulk mailing) _____	Number of mailings: _____		
Others: _____			
TOTAL			\$0

8. Printing and Supplies:

Be specific in listing printing and pupply needs used by the program only.			
Printing: (description of item)	Quantity	Total Cost	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
Supplies: (used only for the program)			
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
TOTAL			\$0

Contract Period: 1/1/2012 - 12/31/2012

9. Other Expenses: (List specific items and costs.)				
workmens comp, disability ins, liability	<<<Insurance	\$10,000	Medical Exams	\$0
	Bonding	\$	Photocopying	\$0
	Equip, Maint. & Repair	\$	Rubbish Removal	\$0
	Vehicle Maint. & Repair	\$	Data Processing	\$0
Conferences, Seminars & Training		\$4,950	Other (specify below):	
Membership & Subscriptions		\$0	Payroll / HR Expenses	\$40,118
Audit		\$1,000	HIICAP Office on Site	\$0
TOTAL				\$56,068

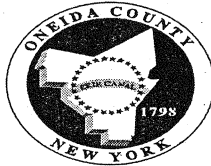
10. Subcontractors: (List each contract and cost; attach sugcontractor budget necessary.)		
Name	\$	
	\$	
	\$	
TOTAL		\$0

12. Anticipated Income:			
A.	Source	Amount	
1)		\$	
2)		\$	
3)		\$	
4)		\$	
5)		\$	
6)		\$	
B.	Total Income(lines 1-6)	\$	
C.	Less Income used as matching funds	\$	
TOTAL (3 minus 4)			\$0

13. OFA Funds Requested:	
TOTAL	

14. Contractor Funds:		
Source:	Amount	
NU Senior Citizens Comm Center	\$61,116	
	\$	
	\$	
	\$	
Plus: Income used as Matching funds(item 12C)	\$	
TOTAL		\$61,201

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501

Phone (315) 798-5733 Fax (315) 798-5218

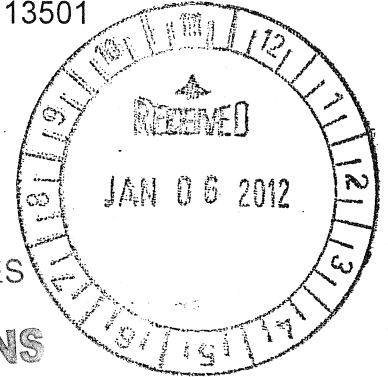
December 7, 2011

Honorable Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 12-31

HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

The Purchase of Service Agreement with the Rome Police Department ensures a Rome Police officer who is competent and trained in the area of Child Sexual Abuse investigation will participate at the Child Advocacy Center.

The Child Advocacy Center has been in effect since 1990. The Advocacy Center is multidisciplinary encompassing Law Enforcement, Child Protective Services, the District Attorney's Office and medical providers with this multidisciplinary approach.

This Agreement is scheduled to become effective January 1, 2012 - December 31, 2012. The total budget for participation of a Rome Police Officer is \$ 95,071. The City of Rome will contribute 20% of the cost of this Agreement, which is \$ 19,014.20 to support this effort there is a local cost of 7.88 % or \$7,491.59.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
Attachment

Reviewed and Approved for submitted to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 12/29/11

12/7/11
#18901

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: City of Rome Police Department
301 North James Street
Rome, New York 13440

Title of Activity or Services: Child Advocacy Center

Proposed Dates of Operations: January 1, 2012 through December 31, 2012

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Multidisciplinary team that will increase the number of convictions in Child Sexual Abuse cases with participation from all law enforcement agencies throughout Oneida County. The contract allows for (1) police officer from Rome, NY to be dedicated to the Child Advocacy Center.

2). Program/Service Objectives and Outcomes -

Provides for participation of a Rome Police Officer at the Child Advocacy Center. The Child Advocacy Center allows Oneida County Department of Social Services to:

(1). establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services and Medical Providers Rape Crisis.

(2). Increase percentage of reported Child Sexual Abuse case that are indicated, prosecuted, and convicted.

(3). Decrease the number of interviews with the child, level of trauma to the child and secondary victims.

3). Program Design and Staffing Level -

1 Rome Police Officer to work with a multidisciplinary team consisting of:

- 1 Full-Time Oneida County Deputy Sheriff
- 1 Full-Time Utica Police Officer
- 1 Full-Time Child Advocacy Administrator through the District Attorney Office

Total Funding Requested:

Total Cost	=	\$ 95,071.00
Funding through Federal, State and DSS	=	\$ 76,056.80
Funding through Rome Police Department	=	\$ 19,014.20

Oneida County Dept. Funding Recommendation: Account #: A6011.49537

Mandated or Non-mandated: The Department is mandated to investigate instances of alleged abuse or neglect.

Proposed Funding Source (Federal \$ /State \$ / County \$):

Federal	38.39 %	\$ 36,497.76
State	33.73 %	\$ 32,067.45
County	7.88 %	\$ 7,491.59
City	20.00 %	\$ 19,014.20

Cost Per Client Served:

Past performance Served: The Department has had a contract with the Rome Police Department as part of the Child Advocacy Center since 1990. The 2011 total contract was for \$ 84,875. The City of Rome paid 20% of the cost of the Contract since 2002 and will continue in 2012 in the amount of \$ 19,014.20 leaving the cost funded through the Department \$ 76,056.80.

O.C. Department Staff Comments: The Department is satisfied with the service provided.

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and THE CITY OF ROME, NEW YORK, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at City Hall-On-The-Mall, Rome, New York 13440 (hereinafter referred to as Contractor).

RECITALS:

WHEREAS, the Department has need for a more intensive and coordinated approach to the investigation of Child Sexual Abuse.

WHEREAS, the Department desires to establish a Child Advocacy Center to meet the following goals:

1. Maintain a multidisciplinary team consisting of experienced and trained personnel from CPS, law enforcement, medical providers Rape Crisis, and the District Attorney's office,
2. Increase the percentage of reported child sexual abuse cases that are indicated, prosecuted and convicted,
3. Decrease the number of necessary interviews with the child victim,
4. Decrease the level of trauma to the child victims and secondary victims,
5. Maintain a child-oriented interview setting,
6. Maintain accurate records of reports, arrests, prosecutions, and convictions,
7. Provide on-going training, and
8. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

WHEREAS. The Contractor desires to participate in the Child Advocacy Center by and through its Police Department, now, therefore,

IT IS AGREES BY THE PARTIES HERETO AS FOLLOWS:

1. The Contractor shall provide a full-time police officer, assigned solely to Department for participation in the Child Advocacy Center for forty (40) hours per week.
2. Contractor agrees that said police officer shall perform duties as part of the Child Advocacy Center:
 - a. Investigate allegations of the sexual abuse of children;
 - b. Interview victims using appropriate techniques agreed upon by the Child Advocacy Center and which comply with rules and regulations of Rome Police Manual;
 - c. Interrogate suspects and possible witnesses at the discretion of and under the direction of the District Attorney;
 - d. Gather and process evidence on cases assigned to police officer;
 - e. Work in tandem with the Child Protective Services Caseworker at the Child Advocacy Center;
 - f. Attend meetings of the Child Advocacy Center and assist in developing the methods and means for operation at the Child Advocacy Center;
 - g. Attend all training necessary to the satisfactory performance of the duties set forth in this Agreement.
3. Contractor and Department agree that all information exchanged is confidential and shall be used only for the purpose of this Agreement
4. Contractor shall comply with the Civil Rights Act of 1964, as amended by Executive Order 11246, 41 CER Part 60, Section 504 of the Rehabilitation Act of 1973 and 45 CFR Parts 84 and 85.
5. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

6. Contractor shall not discriminate or refuse assistance to individuals with AIDS or HIV infections.
7. Contractor agrees to inform its staff, to whom confidential HIV related information may be given as necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law, of the penalties and fines for redisclosure of said information.
8. The Contractor 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."

9. The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use

or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Agency any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified

- by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
 3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.

10. The Department shall reimburse Contractor 80% for the services of the aforesaid police officer in the total annual amount of \$ 66,268.00 for salary, \$ 22,803.00 for fringe benefits and \$6,000.00 for overtime. The total cost of the contract is \$ 95,071.00 the County will reimburse the City of Rome 80% of the Actual costs but can not exceed \$ 76,056.80 Any time spent by an investigator that is not related to the mission of the Child Advocacy Center without the prior approval of the law enforcement coordinator will not be reimbursed. Any expenses or financial obligations made by the investigator without the prior approval of the law enforcement coordinator will become the responsibility of the Contractor
11. Department shall make monthly payments to Contractor of the contract amounts upon the submission of an Oneida County voucher, containing the contract number, contract name, any attached data, as well as the police officer's salary and fringe benefits, Certified copies of the assigned investigator's official time sheets will be attached to the voucher. Rate of pay and fringe benefits shall comply with the provisions of the currently negotiated Police Benevolent Association contract. Adjustments to salary and fringe benefits paid by Department shall be made upon the submission of a new or revised contract and statement of applicable salary and fringe benefits changes.
12. The Contractor shall make available all records relating to this Agreement for a period of six (6) years said records shall be available for audit by the New York State Department of Social services, New York State Audit and Control and the Department of Health and Human Services upon request.
13. The Contractor agrees to provide an Annual Certification as attached pertaining to this contract as part of the Contractor's Annual Independent Audit.
14. This Agreement shall commence January 1, 2012 and terminate on December 31, 2012. This agreement is subject to re-negotiation within 30 days of the expiration date. Time is of the essence.
15. Either party may, upon thirty (30) days written notice to the other party, terminate this Agreement.

16. No representations or promises shall be binding on the parties to this Agreement except those representations and promises contained herein or in some future writing signed by the parties making such representations or promises.
17. Neither Contractor nor Department shall assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the other party.
18. If any provision of this Agreement is illegal, the remainder of the Agreement shall not be affected thereby.
19. Said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants contained herein.
20. It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission by the Contractor with respect to this Agreement or any terms hereof.
21. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.
22. This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

Date: _____

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

Approved as to Form _____
Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____
Lucille A. Soldato, Commissioner

Date: 11/16/11

Agency: _____ Rome Police Department

Authorized Signature: _____
James F. Brown

Print Authorized Name: JAMES F. BROWN

Title: Mayor

18901

ROME POLICE DEPARTMENT
2012 BUDGET

SALARY	\$ 66,268.00
FRINGE	\$ 22,803.00
OVERTIME	\$ <u>6,000.00</u>
TOTAL	\$ 95,071.00

Total Cost Reimbursed by both Oneida County and City of Rome

Oneida County Share (80%)	\$ 76,056.80
City Share (20%)	\$ 19,014.20

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,
I HEREBY CERTIFY THAT THE CITY OFFICER WHO
ENACTED THE SUBJECT CONTRACT ON BEHALF OF
THE CITY OF ROME HAD AUTHORITY AND POWER
TO SO ACT AND THAT SUCH CONTRACT IS IN
PROPER FORM AND PROPERLY EXECUTED.

THE CITY OF ROME, NEW YORK

BY:


DIANE MARTIN-GRANDE
CORPORATION COUNSEL

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PHD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

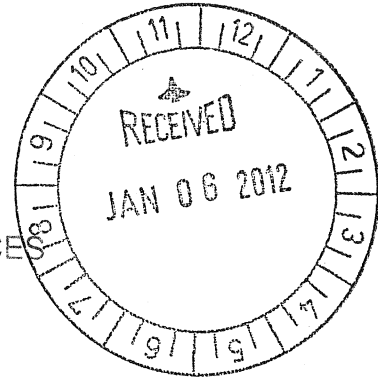
December 9, 2011

Anthony J. Picente, Jr.
County Executive
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

FN 20

12-32

HEALTH & HUMAN SERVICES



WAYS & MEANS

Re: C – 024629 Renewal

Dear Mr. Picente:

Attached are five (5) copies of a renewal agreement between Oneida County through its Health Department and New York State Department of Health – children with Special Health Care Needs Program. As You are aware, the Oneida County Department of Health through the Division of special Children's Services and Physically Handicapped Children's Program receives funding from the New York State Department of Health for the administration of the Children with Special Health Care Needs Program (CSHCH).

The Children with Special Health Care Needs Program provides information and referral to families of the CSHCH Program who are uninsured or underinsured or need assistance accessing appropriate community resources.

This agreement will commence October 1, 2011 through September 30, 2014 for a total reimbursement of \$84,102.00.

NOTE: New York State Department of Health requires two (2) original signatures with notary which will be returned to them.

Sincerely,

Gayle D. Jones, PhD, MPH, CHES
Director of Health

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 12/29/11

Enclosures

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Special Children Services

NAME AND ADDRESS OF VENDOR: NYS Department of Health, Bureau of Maternal and Child Health, Administration Unit, ESP Corning Tower, Room 878 Albany, New York 12237-0657

VENDOR CONTACT PERSON: Richard Porter, Accountant
Bureau of Maternal & Child Health

DESCRIPTION OF CONTRACT: The Children with Special Health Care Needs Program (CSHCN) is a public health program that provides information and referral services for health and related areas for families of CSHCN.

CLIENT POPULATION SERVED: Children 0 – 21 who have or are suspected of having a serious or chronic physical, developmental, behavioral or emotional condition and who also require health and related services of a type or amount beyond that required by children generally.

PREVIOUS CONTRACT YEAR:

TOTAL: \$27,691.00 without COLA

THIS CONTRACT YEAR: \$84,102.00 without COLA

TOTAL:

NYS Contract No. C-024629

Contract Period: October 1, 2011 – September 30, 2014

_____NEW X RENEWAL _____AMENDMENT

FUNDING SOURCE: Grant Award \$

ACCOUNT NUMBER: A3401.02

State Funds	100%	
County Dollars - Previous Grant		\$ <u> 0.00 </u>
County Dollars - This Grant		\$ <u> 0.00 </u>

SIGNATURE: GAYLE D. JONES, PhD., MPH, CHES
DIRECTOR OF HEALTH

DATE: December 7, 2011

NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

December 2, 2011

Barbara Pellegrino
Director of Special Children's Services
Oneida County Health Department
Adirondack Bank Building, 5th Fl
185 Genesee Street

Re: C-024629
October 1, 2011 – September 30, 2014

Dear Ms. Pellegrino:

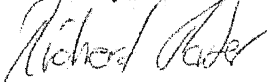
Enclosed are two copies of the Appendix X renewing your Children with Special Health Care Needs Program contract number C-024629, and one copy of all appendices. This amendment renews your contract for the remaining three years of the contract term. Your total award for the October 1, 2011 – September 30, 2014 period is \$84,102. As always, funding remains contingent upon availability of funds and approval of the State Comptroller for contract execution.

Two originally signed and notarized Appendix X's, as well as the enclosed Appendices should be returned by **December 15, 2011** to my attention at the following address:

NYS Department of Health
Bureau of Maternal & Child Health
Administration Unit
ESP Corning Tower - Room 878
Albany, NY 12237-0657

Please feel free to contact me at (518) 474-4569 with any concerns.

Sincerely,



Richard Porter
Accountant
Bureau of Maternal & Child Health
Administration Unit

Enclosures

Agency Code 12000
APPENDIX X

Contract Number: C-024629

Contractor: Oneida County Health Department

Amendment Number X-2

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and Oneida County Health Department (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the work plan or deliverables
- Replaces the Standard Agreement Language (renewals), Appendix A (06/06) and C-1 with the attached Standard Agreement Language (multi-year), Appendix A (06/11) and C-2
- Adds the attached appendix(es) B-Summary, B-2, B-3, B-4 and D-2
- Other: (describe) _____

This amendment is X is not a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$ 55,382 From 10 / 1 / 09 to 9 / 30 / 11
(Value before amendment) (Initial start date)

This amendment provides the following addition (complete only items being modified):

\$ 84,102 From 10 / 1 / 11 to 9 / 30 / 14

This will result in new contract terms of:

\$ 139,484 From 10 / 1 / 09 to 9 / 30 / 14
(All years thus far combined) (Initial start date) (Amendment end date)

Signature Page for:

Contract Number: C-024629

Contractor: Oneida County Health Department

Amendment Number: X-2

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

STATE OF NEW YORK)
) SS:
County of _____)

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

By: _____ Date: _____
(signature)

Printed Name: Bradley Hutton

Title: Acting Director, Center for Community Health

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

Agency Code 12000
APPENDIX X

Contract Number: C-024629

Contractor: Oneida County Health Department

Amendment Number X-2

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and Oneida County Health Department (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the work plan or deliverables
- Replaces the Standard Agreement Language (renewals), Appendix A (06/06) and C-1 with the attached Standard Agreement Language (multi-year), Appendix A (06/11) and C-2
- Adds the attached appendix(es) B-Summary, B-2, B-3, B-4 and D-2
- Other: (describe) _____

This amendment is X is not a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$ 55,382
(Value before amendment)

From 10 / 1 / 09 to 9 / 30 / 11
(Initial start date)

This amendment provides the following addition (complete only items being modified):

\$ 84,102

From 10 / 1 / 11 to 9 / 30 / 14

This will result in new contract terms of:

\$ 139,484
(All years thus far combined)

From 10 / 1 / 09 to 9 / 30 / 14
(Initial start date) (Amendment end date)

Signature Page for:

Contract Number: C-024629

Contractor: Oneida County Health Department

Amendment Number: X-2

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE:

By: _____ Date: _____

(signature)

Printed Name: _____

Title: _____

STATE OF NEW YORK)

) SS:

County of _____)

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

By: _____ Date: _____

(signature)

Printed Name: Bradley Hutton

Title: Acting Director, Center for Community Health

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. The period of this AGREEMENT shall be as specified on the face page hereof. ~~Should funding become unavailable, this AGREEMENT may be suspended until~~ funding becomes available. In such event the STATE shall notify the CONTRACTOR immediately of learning of such unavailability of funds, however, any such suspension shall not be deemed to extend the term of this AGREEMENT beyond the end date specified on the face page hereof.
- B. Funding for the entire contract period shall not exceed the amount specified as "Funding Amount for Initial Period" on the face page hereof.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. To modify the AGREEMENT, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.
- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines, and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights

of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.
- ~~D. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.~~

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-2.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet ~~or otherwise disposed of without the State's previous~~ written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or

reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of

this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce

Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely

affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a

contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State 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, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without

discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to

service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the

New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

Contractor: Oneida County Health Department
 Contract Number: C-024629

**APPENDIX B-SUMMARY
 CHILDREN WITH SPECIAL HEALTH CARE NEEDS
 OPERATING BUDGET AND FUNDING REQUEST
 October 1, 2011 - September 30, 2014**

	APPENDIX B-2 NYS Amount 10/1/11 - 9/30/12	APPENDIX B-3 NYS Amount 10/1/12 - 9/30/13	APPENDIX B-4 NYS Amount 10/1/13 - 9/30/14	Total NYS Amount 10/01/2011 - 9/30/2014
Personal Services				
Total Personal Services	\$23,348	\$24,042	\$24,531	\$71,921
Nonpersonal Services				
Total Non Personal Services	\$4,686	\$3,992	\$3,503	\$12,181
GRAND TOTAL	\$28,034	\$28,034	\$28,034	\$84,102

APPENDIX B-2
 TABLE A
 BUDGET SUMMARY

Children with Special Health Care Needs Program
 OPERATING BUDGET AND FUNDING REQUEST

Contract Period: October 1, 2011 - September 30, 2012

	=	+	+	+	
	Total Expenses	Amount Requested from NYS	Other Source	Specify Other Sources	
Subtotal Personal Service (Total Line Only from Table A-1):	\$27,444	\$23,348	\$4,096	See Table A-1	
Subtotal Nonpersonal Service (Total Line Only from Table A-2):	\$12,676	\$4,686	\$7,990	See Table A-2	
GRAND TOTAL	\$40,120	\$28,034	\$12,086		CFDA INFORMATION Federal Funds 93.994: Maternal and Child Health Services Block Grant (100%)

Contractor: Oneida County Health Department

Contract No.: C-024629

APPENDIX B-2
 TABLE A-1
 CHILDREN WITH SPECIAL HEALTH CARE NEEDS PROGRAM
 OPERATING BUDGET AND FUNDING REQUEST
 OCTOBER 1, 2011- SEPTEMBER 30, 2012

PERSONAL SERVICES (PS)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
List the title of <u>ALL</u> personnel working on the grant, even if no funding is being requested from NYS:	Annual Salary	# of Months Funded	% FTE Annual (please show in decimal form (e.g. .25)	Total Expenses	Amount Requested From NYS	Funds From Other Sources	Specify Other Sources of Funds
Medical Services Coordinator	\$45,140	12	0.30	\$13,542	\$13,542	\$0	
Director of Special Children Services	\$61,875	12	0.04	\$2,475	\$2,156	\$319	In Kind
Director of Health	\$78,296	12	0.01	\$783	\$0	\$783	In Kind
Fiscal Services Administrator	\$82,614	12	0.02	\$1,652	\$0	\$1,652	In Kind
Sub-Total Salaries				\$18,452	\$15,698	\$2,754	
Fringe Benefit Rate 48.73 %				\$8,992	\$7,650	\$1,342	In Kind
Sub-Total PS			0.37	\$27,444	\$23,348	\$4,096	

APPENDIX B-2
 TABLE A-2
 CHILDREN WITH SPECIAL HEALTH CARE NEEDS PROGRAM
 OPERATING BUDGET AND FUNDING REQUEST
 OCTOBER 1, 2011 - SEPTEMBER 30, 2012

(1)	[(2) - (3)]				(5)
	(2)	(3)	(4)	(5)	
NONPERSONAL SERVICES (OTPS)	Total Expenses	Amount Requested From NYS	Other Sources of Funds	Specify Other Sources of Funds	
List <u>ALL</u> expenses related to this initiative even if no funding is being requested from NYS:					
Printing and Copying	\$0	\$0	\$0	In Kind	
Postage	\$406	\$200	\$206	In Kind	
Supplies (including software)	\$900	\$200	\$700	In Kind	
Telephone	\$590	\$204	\$386	In Kind	
Travel:					
In-State	\$400	\$60	\$340	In Kind	
Out-of-State	\$0	\$0	\$0		
Training	\$0	\$0	\$0		
Equipment	\$0	\$0	\$0		
Purchased Services:					
Subcontractors	\$0	\$0	\$0		
Consultants	\$1,020	\$0	\$1,020	In Kind	
Other (please itemize):					
Contract Temporary Help	\$9,360	\$4,022	\$5,338	In Kind	
Total Nonpersonal Services	\$12,676	\$4,686	\$7,990		
Total Personal Services	\$27,444	\$23,348	\$4,096		
GRAND TOTAL (total expenses from Tables A-1 and A-2)	\$40,120	\$28,034	\$12,086		

Contractor: Oneida County Health Department
 Contract No.: C-024629

APPENDIX B-3
 TABLE A
 BUDGET SUMMARY

Children with Special Health Care Needs Program
 OPERATING BUDGET AND FUNDING REQUEST

Contract Period: October 1, 2012 - September 30, 2013

	=	+	+	=
	Total Expenses	Amount Requested from NYS	Other Source	Specify Other Sources
Subtotal Personal Service (Total Line Only from Table A-1):	\$27,820	\$24,042	\$3,778	See Table A-1
Subtotal Nonpersonal Service (Total Line Only from Table A-2):	\$12,732	\$3,992	\$8,740	See Table A-2
GRAND TOTAL	\$40,552	\$28,034	\$12,518	CFDA INFORMATION Federal Funds 93.994: Maternal and Child Health Services Block Grant (100%)

Contractor: Oneida County Health Department
 Contract No.: C-024629

APPENDIX B-3
 TABLE A-1
 CHILDREN WITH SPECIAL HEALTH CARE NEEDS PROGRAM
 OPERATING BUDGET AND FUNDING REQUEST
 OCTOBER 1, 2012- SEPTEMBER 30, 2013

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
PERSONAL SERVICES (PS)	Annual Salary	# of Months Funded	% FTE Annual (please show in decimal form (e.g. .25)	Total Expenses	Amount Requested From NYS	Funds From Other Sources	Specify Other Sources of Funds
List the title of ALL personnel working on the grant, even if no funding is being requested from NYS:							
Medical Services Coordinator	\$46,172	12	0.30	\$13,852	\$13,852	\$0	
Director of Special Children Services	\$63,290	12	0.03	\$1,899	\$1,899	\$0	
Director of Health	\$79,470	12	0.01	\$795	\$0	\$795	In Kind
Fiscal Services Administrator	\$83,980	12	0.02	\$1,680	\$0	\$1,680	In Kind
Sub-Total Salaries				\$18,226	\$15,751	\$2,475	
Fringe Benefit Rate:52.64%				\$9,594	\$8,291	\$1,303	In Kind
Sub-Total PS			0.36	\$27,820	\$24,042	\$3,778	

Contractor: Oneida County Health Department
 Contract No.: C-024629

APPENDIX B-3
 TABLE A-2
 CHILDREN WITH SPECIAL HEALTH CARE NEEDS PROGRAM
 OPERATING BUDGET AND FUNDING REQUEST
 OCTOBER 1, 2012-SEPTEMBER 30, 2013

NONPERSONAL SERVICES (OTPS)				
(1)	(2)	(3)	(4)	(5)
List <u>ALL</u> expenses related to this initiative even if no funding is being requested from NYS:	Total Expenses	Amount Requested From NYS	Other Sources of Funds	Specify Other Sources of Funds
Printing and Copying	\$0	\$0	\$0	Inkind
Postage	\$444	\$203	\$241	Inkind
Supplies (including software)	\$900	\$350	\$550	Inkind
Telephone	\$608	\$250	\$358	Inkind
Travel:	\$400	\$100	\$300	Inkind
In-State	\$0	\$0	\$0	
Out-of-State	\$0	\$0	\$0	
Training	\$0	\$0	\$0	
Equipment	\$0	\$0	\$0	
Purchased Services:	\$0	\$0	\$0	
Subcontractors	\$1,020	\$0	\$1,020	Inkind
Consultants	\$0	\$0	\$0	
Other (please itemize):	\$9,360	\$3,089	\$6,271	Inkind
Contract Temporary Help				
Total Nonpersonal Services	\$12,732	\$3,992	\$8,740	
Total Personal Services	\$27,820	\$24,042	\$3,778	
GRAND TOTAL (total expenses from Tables A-1 and A-2)	\$40,552	\$28,034	\$12,518	

Contractor: Oneida County Health Department
 Contract No.: C-024629

APPENDIX B-4
 TABLE A
 BUDGET SUMMARY

Children with Special Health Care Needs Program
 OPERATING BUDGET AND FUNDING REQUEST

Contract Period: October 1, 2013 - September 30, 2014

	=	+	+	=	Specify Other Sources
	Total Expenses	Amount Requested from NYS	Other Source	Total	
Subtotal Personal Service (Total Line Only from Table A-1):	\$28,365	\$24,531	\$3,834		See Table A-1
Subtotal Nonpersonal Service (Total Line Only from Table A-2):	\$12,887	\$3,503	\$9,384		See Table A-2
GRAND TOTAL	\$41,252	\$28,034	\$13,218		
CFDA INFORMATION					
Federal Funds					
93.994: Maternal and Child Health					
Services Block Grant (100%)					

Contractor: Oneida County Health Department
 Contract No.: C-024629

APPENDIX B-4
 TABLE A-1
 CHILDREN WITH SPECIAL HEALTH CARE NEEDS PROGRAM
 OPERATING BUDGET AND FUNDING REQUEST
 OCTOBER 1, 2013 - SEPTEMBER 30, 2014

(1) PERSONAL SERVICES (PS) List the title of <u>ALL</u> personnel working on the grant, even if no funding is being requested from NYS:	(2) Annual Salary	(3) # of Months Funded	(4) % FTE Annual (please show in decimal form (e.g. .25))	(5) Total Expenses	(6) Amount Requested From NYS	(7) Funds From Other Sources	(8) Specify Other Sources of Funds
Medical Services Coordinator	\$47,118	12	0.30	\$14,135	\$14,135	\$0	
Director of Special Children Services	\$64,556	12	0.03	\$1,937	\$1,937	\$0	In Kind
Director of Health	\$79,862	12	0.01	\$799	\$0	\$799	
Fiscal Services Administrator	\$85,660	12	0.02	\$1,713	\$0	\$1,713	In Kind
Sub-Total Salaries				\$18,584	\$16,072	\$2,512	
Fringe Benefit Rate: 52.63%				\$9,781	\$8,459	\$1,322	In Kind
Sub-Total PS			0.36	\$28,365	\$24,531	\$3,834	

Contractor: Oneida County Health Department

Contract No.: C-024629

APPENDIX B-4

TABLE A-2

CHILDREN WITH SPECIAL HEALTH CARE NEEDS PROGRAM
 OPERATING BUDGET AND FUNDING REQUEST
 OCTOBER 1, 2013 - SEPTEMBER 30, 2014

[(2) - (3)]				
(1)	(2)	(3)	(4)	(5)
NONPERSONAL SERVICES (OTPS)	Total Expenses	Amount Requested From NYS	Other Sources of Funds	Specify Other Sources of Funds
List ALL expenses related to this initiative even if no funding is being requested from NYS:				
Printing and Copying	\$100	\$0	\$100	In Kind
Postage	\$481	\$200	\$281	In Kind
Supplies (including software)	\$900	\$300	\$600	In Kind
Telephone	\$626	\$200	\$426	In Kind
Travel:				
In-State	\$400	\$100	\$300	In Kind
Out-of-State				
Training				
Equipment				
Purchased Services:				
Subcontractors	\$1,020	\$0	\$1,020	In Kind
Consultants	\$9,360	\$2,703	\$6,657	In Kind
Other (please itemize):				
Contract Temporary Help				
Total Nonpersonal Services	\$12,887	\$3,503	\$9,384	
Total Personal Services	\$28,365	\$24,531	\$3,834	
GRAND TOTAL (total expenses from Tables A-1 and A-2)	\$41,252	\$28,034	\$13,218	

APPENDIX C-2
PAYMENT AND REPORTING SCHEDULE

Children with Special Health Care Needs

I. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed 25 percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- ① the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
- ① if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that a STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- ① the end of the first quarterly period of this AGREEMENT; or
- ① if this contract is wholly or partially supported by federal funds, availability of the federal funds:

provided, however, that the proper voucher for this payment has been received in the STATE's designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

- C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.
- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-6019. The CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than 45 days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.

F. The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the NYS Department of Health, Bureau of Maternal & Child Health, Administration Unit, Corning Tower, Room 878, Empire State Plaza, Albany, New York 12237-0657.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 45 days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA, or a portion thereof, may be applied toward payment of amounts payable under Appendix B of this AGREEMENT or may be made separate from payments under this AGREEMENT, at the discretion of the STATE.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. If payment is to be made separate from payments under this AGREEMENT, the CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

II. PROGRESS REPORTS

A. **FINANCIAL RECORDS:** The Contractor will maintain financial records, as required by the State, in such a manner as to allow the identification of expenditure and revenue data associated with the services provided as part of the Project.

B. **NARRATIVE/QUALITATIVE:** The Contractor will submit electronically on a quarterly basis the following CSCHN information through the Secure File Transfer Utility located on the New York State Health Commerce System (HCS) not later than **45 days** from the end of the quarter.

- **Program narrative report** that describes progress in achieving work plan (Appendix D) objectives and minimum requirements to improve access to quality services for CSCHN, and any accomplishments or barriers to effective program operation during the quarter.
- **Statistical/Quantitative Report** that documents the quantitative aspects of the program to improve systems of care and increase the quality of services available, i.e., children served, referrals made, and outcomes achieved.

Failure to submit required reports within 45 days from the end of the quarter will result in withholding payment of vouchers.

C. **EXPENDITURE REPORT:** The Contractor will submit, on a quarterly basis, not later than **45 days** after the end date for which reimbursement is being claimed, a detailed expenditure report by object of expense. This report will accompany the voucher submitted or such period.

**CHILDREN WITH SPECIAL HEALTH CARE NEEDS PROGRAM
LOCAL HEALTH DEPARTMENT WORK PLAN**

APPENDIX D-2

10/1/11 – 9/30/14

Goals, Objectives, and Requirements

INSTRUCTIONS: The work plan includes goals and objectives and minimum requirements to improve access to quality services for CSHCN. Each LHD should plan specific activities to address the minimum requirements that will accomplish the objectives during the grant year based on the unique needs of their community. Each LHD should use the quarterly narrative/statistical reports to describe the activities and how progress is measured to validate outcomes and impact. If planned activities shift based on unanticipated circumstances, quarterly reports should indicate changes and/or modifications. Barriers to achieving activities or outcomes should be described as well as how activities may be modified to address these barriers.

Contractor: Oneida County Health Department

Contract Number: C-024629

Coordinator of CSHCN: Barbara Pellegriano

E-mail: bpellegr@ocgov.net

Phone: 315-798-5223

Fiscal Contact: Thomas Engle

E-mail: tengle@ocgov.net

Phone: 315-798-5080

Any Contractor's Information changes during the grant period, central and regional office staff should be notified of the change.

SUMMARY STATEMENT: Grant funds will be used to help families meet their individual child's needs as well as assessing, promoting and advocating for high quality systems of care for all CSHCN and their families.

CHILDREN WITH SPECIAL HEALTH CARE NEEDS PROGRAM
LOCAL HEALTH DEPARTMENT WORK PLAN
APPENDIX D-2

10/1/11 – 9/30/14

Goals, Objectives, and Requirements

Goal 1: Program Administration: Local Health Departments (LHD) will effectively administer a Children with Special Health Care Needs (CSHCN) Program.

Objective – LHD has all appropriate staff responsible for carrying out activities for a comprehensive CSHCN Program.

Requirement:

Develop and maintain an updated organizational chart of all personnel, including any vacant positions. Within the chart include all personnel who perform CSHCN activities and the location of the CSHCN Program (please submit with first quarterly report each year).

Objective – LHD has appropriate and up-to-date policies and procedures in place to guide staff activities.

Requirements:

Develop and update as needed CSHCN Program (including Physically Handicapped Children's Program when applicable) policies and procedures for daily use, orientation of new staff and in-service education.

Manuals are centrally located and available for use by LHD staff and for review by NYSDOH staff during the site visit review process or upon request.

CHILDREN WITH SPECIAL HEALTH CARE NEEDS PROGRAM
 LOCAL HEALTH DEPARTMENT WORK PLAN
 APPENDIX D-2

10/1/11 - 9/30/14

Goals, Objectives, and Requirements

<p>Goal 2 Program Services: Families of CSHCN and youth and young adults with special health care needs (YAYASHCN) who contact the CSHCN Program will receive timely and appropriate information and referrals to insurance, health services, and community resources to address their identified needs.</p>	<p>Objective - 100% of families of CSHCN and YAYASHCN who are uninsured or underinsured will be provided with information regarding health and dental insurance and gap-filling programs.</p> <p>Requirements:</p> <ul style="list-style-type: none"> Determine if each CSHCN served by the program has insurance. Determine if each CSHCN served by the program has a primary care provider. Provide families with information, guidance and referrals about insurance and gap-filling programs, including but not limited to Medicaid, Child Health Plus, Family Health Plus, PHCP (if Treatment Program offered) and SSI. Follow up to determine outcomes of referrals related to insurance and health services and document outcomes.
<p>Objective - 100% of families of CSHCN and YAYASHCN with health-related needs will be assisted in accessing appropriate community resources.</p> <p>Requirement:</p> <ul style="list-style-type: none"> Provide families with information, guidance and referrals about available community resources; refer to resources and follow up on outcomes of referrals; and document outcomes. 	

CHILDREN WITH SPECIAL HEALTH CARE NEEDS PROGRAM
LOCAL HEALTH DEPARTMENT WORK PLAN

APPENDIX D-2

10/1/11 – 9/30/14

Goals, Objectives, and Requirements

Goal 3: Outreach and Education: Empower families of CSHCN and YAYASHCN to navigate community systems of care.

Objective - Increase awareness and knowledge of the public, health care providers and other professionals about information, tools and resources to empower families of CSHCN and YAYASHCN to navigate community systems of care.

Requirements:

LHD shall provide information via print or electronic form about the services of the CSHCN Program, gap-filling programs, insurance, and state and local programs to **health care providers** and **health care facilities**.

LHD shall provide information via print or electronic form about the services of the CSHCN Program, gap-filling programs, insurance, and state and local programs and community resources to **families** (including culturally diverse populations) of CSHCN, YAYASHCN, and **family serving organizations and providers** (i.e. Parent to Parent, respite).

LHD shall inform and/or provide opportunities for families about support meetings and training workshops on CSHCN related topics including medical home, education advocacy, transition.

CHILDREN WITH SPECIAL HEALTH CARE NEEDS PROGRAM
LOCAL HEALTH DEPARTMENT WORK PLAN
APPENDIX D-2

10/1/11 – 9/30/14

Goals, Objectives, and Requirements

<p>Goal 4 Quality Improvement: Gaps and barriers to access health care and related services and resources for families are reduced or eliminated.</p>
<p>Objectives - Identify unmet health and related needs for CSHCN and YAYASCHN and their families.</p>
<p>Requirements:</p>
<p>LHD shall identify barriers and unmet needs and report them to local/state CSHCN Program staff.</p>
<p>LHD shall suggest strategy(ies) for addressing barriers and unmet needs.</p>
<p>LHD shall initiate proposed strategy(ies), report on progress in overcoming the barriers and the effective strategy(ies) utilized.</p>

CHILDREN WITH SPECIAL HEALTH CARE NEEDS PROGRAM
LOCAL HEALTH DEPARTMENT WORK PLAN
APPENDIX D-2
10/1/11 – 9/30/14
Goals, Objectives, and Requirements

Goal 5. CSHCN Program activities are responsive to the needs of families and youth.

Objective – Increase families and youth's satisfaction with CSHCN Program activities.

Requirements:

Elicit family and youth satisfaction with services provided by the CSHCN Program (using a standardized tool provided by the Department) including feedback from those individuals of diverse cultures.

Review consumer feedback and continue/modify activities based upon their input.

Optional activities (check if any are planned to be performed):

- Involve families of CSHCN and youth and young adults with special health care needs (YAYSCHN) in work groups, committees, task forces or advisory committees to improve the system of care for CSHCN.
- Involve families and YAYSCHN in local planning activities, such as the Community Health Assessment.
- Involve families of CSHCN and YAYSCHN in training of CSHCN staff and providers.
- Provide reimbursement of families of CSHCN and YAYSCHN for their participation in CSHCN program planning activities (i.e. travel expenses, attendant care, and stipends).
- Engage families of CSHCN and YAYSCHN of diverse cultures in above activities.

CHILDREN WITH SPECIAL HEALTH CARE NEEDS PROGRAM
LOCAL HEALTH DEPARTMENT WORK PLAN
APPENDIX D-2

10/1/11 – 9/30/14

Goals, Objectives, and Requirements

Goal 6: Transition: Youth and young adults with special health care needs will make successful transitions to all aspects of adult life.

Objective – Youth and young adults with special health care needs, ages 14 to 21 years, will receive information about transitioning to adult health care.

Requirement:

Provide youth age fourteen years and older and their families with H.I.Doc and information about <http://healthytransitionsny.org/HealthyNYtransitions> website.

ONEIDA COUNTY HEALTH DEPARTMENT

A Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PHD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

December 7, 2011

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 12-33

HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente:

Re: Tobacco Program C-0025043

Attached are four (4) copies of an amendment between Oneida County through its Health Department and the New York State Department of Health – Adolescent Tobacco Enforcement Program.

This amendment is for fiscal year April 1, 2011 through March 31, 2012 in the amount of \$5,479. The Cost of Living Adjustment must be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs.

If this amendment meets with your approval, please forward to the Board of Legislators.

Feel free to contact me should you have any questions or concerns.

Sincerely,

Gayle D. Jones, PhD., MPH, CHES
Director of Health

attachments
ry

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 12/29/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health – Adolescent Tobacco Enforcement Program

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Bureau of Community Environmental Health
Flanigan Square, 547 River Street
Troy, New York 12180-2216

VENDOR CONTACT PERSON: Michael J. Cambridge, Director

SUMMARY STATEMENTS: This grant provides for compliance checks with underage youth (15, 16, or 17 years old) for all facilities where tobacco is sold. Complete at least one compliance check during the contract year; a minimum of two re-inspection checks within the contract year; report tobacco dealers and vendors without a valid registration to the Bureau of Community Environmental Health and Food Protection within five business days of inspection; issue formal enforcement against the operator by confirmed delivery of a written Notice of Violation within seven business days; coordinate program education for new tobacco vendors and those who fail compliance checks.

FISCAL YEAR: State fiscal year April 1, 2011 through March 31, 2012

TOTAL: \$5,479 This is a Cost of Living Adjustment only to be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. Expenditures of funds must occur between April 1, 2011 and March 31, 2012.

_____ **NEW** _____ **RENEWAL** X **AMENDMENT**

FUNDING SOURCE: A3401.05 Grant Award for Cost of Living Adjustment (COLA)

Less Revenues: _____

State Funds: \$5,479

County Dollars – Previous Contract \$-0-

County Dollars – This Contract \$-0-

SIGNATURE: Gayle D. Jones, PhD., MPH, CHES Director of Health

DATE: December 7, 2011

NEW YORK

state department of

HEALTHNirav R. Shah, M.D., M.P.H.
CommissionerSue Kelly
Executive Deputy Commissioner

November 30, 2011

Contractor Name: Oneida County Health Department
Contract Number: C-025043
COLA Amount: \$5.479
Contract Initiative: Tobacco ProgramGayle D. Jones, Ph.D., MPH, CHES
Public Health Director
Oneida County Health Department
Adirondack Bank Building, 5th Floor
185 Genesee Street
Utica, New York 13501

Dear Dr. Jones:

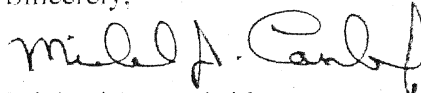
Chapter 57, Laws of 2006 provide for the Commissioner of Health to establish an annual cost of living adjustment (COLA) for programs outlined in the statute. Pursuant to Part F of Chapter 59 of the Laws of 2011, the 2011-12 COLA appropriation will be distributed to eligible payees at the prior year rate of 8.02%.

The COLA amount for this contract is noted above. You must certify that these funds have been or will be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. All expenditures of the funds must occur between April 1, 2011 and March 31, 2012.

Payment of the COLA amount associated with this contract will be made separately from authorized contract payments. The COLA amount will not be applied toward nor amend amounts payable under Appendix B of your contract.

Please sign the following certification, complete the enclosed standard voucher and return both to the payment office designated in the contract in order for payment of the COLA amount be processed for your organization. **The certification and standard voucher should be returned to this office as soon as possible.**

Sincerely,

Michael J. Cambridge
Director, Bureau of Community Environmental
Health and Food Protection

Attachment - Standard Voucher

This is to certify that cost of living funds, as described above and in Part C.1.5 of Chapter 57 of the Laws of 2006, will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the 2011-12 State fiscal year.

Signed: _____
 Anthony J. Picente, Jr.
Title: Oneida County Executive
Date: _____

Approved as to Form Only
Assistant County Attorney

By: _____
 Brian M. Miga
 Assistant County Attorney

ONEIDA COUNTY HEALTH DEPARTMENT

A Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PHD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

December 9, 2011

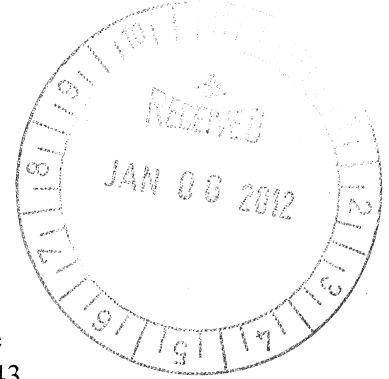
FN 20 12-34

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Re: Adolescent Tobacco Use
Prevention Act C-025043



Dear Mr. Picente:

Attached are six (6) copies of an amendment extending the contract for the Adolescent Tobacco Use Prevention Act between Oneida County through its Health Department – Environmental Health and The New York State Department of Health.

The purpose of this agreement is to perform compliance checks with underage youth, 15, 16, or 17 years old where tobacco is sold, perform re-inspection checks in contract year, report tobacco dealers and vendors without a valid registration to the Bureau of Community Environmental Health and Food Protection.

The term of this amendment shall become effective on October 1, 2011 and remain in effect through March 31, 2012 with reimbursement in the amount of \$32,736. The amendment is 100% State funded.

If this meets with your approval, please forward to the Board of Legislators.

Feel free to contact Daniel Gilmore, PhD., Director of Environmental Health at 798-5220 if you require additional information.

Sincerely,

Gayle D. Jones, Ph.D., MPH, CHES
Director of Health

attachments
ry

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 12/9/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health – Adolescent Tobacco Use Prevention Act (ATUPA)

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Bureau of Community Environmental Health
Flanigan Square, 547 River Street
Troy, New York 12180-2216

VENDOR CONTACT PERSON: Michael J. Cambridge, Director

DESCRIPTION OF CONTRACT: This contract utilizes the New York State Department of Health’s Environmental Health Information and Permitting System (eHIPS) to perform compliance checks with underage youth, 15, 16, or 17 years old, where tobacco is sold, perform re-inspection checks in contract year, report tobacco dealers and vendors without a valid registration to the Bureau of Community Environmental Health and Food Protection, as well as many other duties listed in the workplan section of the contract.

PREVIOUS CONTRACT YEAR: October 1, 2010 through September 30, 2011

TOTAL: \$68,520

THIS CONTRACT YEAR: *October 1, 2011 through March 31, 2012

TOTAL: \$32,736 *Contact extension for six (6) months.

_____ **NEW** _____ **RENEWAL** _____ **X** _____ **AMENDMENT**

FUNDING SOURCE: Grant A4018

State Funds - \$32,736

County Dollars - Previous Grant \$-0-

County Dollars - This Grant \$-0-

SIGNATURE: Gayle D. Jones, PhD., MPH, CHES Director of Health

DATE: December 9, 2011

Signature Page for:

Contract Number: C-025043

Contractor: Oneida County Health Department

Amendment Number: X-025043 - 3

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE:

By: _____ Date: _____

(signature)
Printed Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney

STATE OF NEW YORK)
) SS:
County of _____)

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgment)

STATE AGENCY SIGNATURE

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

By: _____ Date: _____

(signature)

Printed Name: Howard A. Freed, M.D.

Title: Director, Center for Environmental Health

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

Agency Code 12000
APPENDIX X

Contract Number: C-025043 Contractor: Oneida County Health Department

Amendment Number X-025043 - 3

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, Center for Environmental Health, Division of Environmental Health Protection, Bureau of Community Environmental Health and Food Protection, having its principal office at 547 River Street, Room 515, Troy, New York, 12180, (hereinafter referred to as the STATE), and Oneida County Health Department (hereinafter referred to as the CONTRACTOR), for amendment of this contract. This amendment makes the following changes to the contract (check all that apply):

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the work plan or deliverables
- Replaces appendix(es) A (Standard Clauses for New York State Contracts), B (Budget) & D (Workplan) with the attached appendix(es) A (Standard Clauses for New York State Contracts), B (Budget) & D (Workplan)
- Adds the attached appendix(es) _____
- Other: (describe) _____

This amendment is is not a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$208,701 From 10/01/08 to 9/30/11
(Value before amendment) (Initial start date)

This amendment provides the following addition (complete only items being modified):

\$32,736 From 10/01/11 to 03/31/12

This will result in new contract terms of:

\$241,437 From 10/01/08 to 03/31/12
(All years thus far combined) (Initial start date) (Amendment end date)

APPENDIX B
BUDGET

Organization Name: Oneida County Health Department
Budget Period: October 1, 2011 through March 31, 2012

Personal Service:

<u>Name</u>	<u>Title</u>	<u>Annual Salary</u>	<u>% Time Devoted to This Project</u>	<u>Total Amount Budgeted From NYS</u>
G. Jones	Dir. Of Health	\$78,296	2 %	\$ 783
D. Gilmore	Dir. Env. Hlth.	74,846	4 %	1,497
T. Engle	Fiscal Admin.	82,614	2 %	826
B. Miga	Attorney	30,645	2 %	306
S. Batson	Prin. PH Sant.	68,184	10 %	3,409
J. Manion	Sr. PH Sant.	57,637	10 %	2,881
J. St.Thomas	Prin. Clerk	42,189	10%	2,109
Total Salary				\$ 11,811
Fringe Benefits (45.7 %)				\$ 5,398
TOTAL PERSONAL SERVICE:				\$ 17,209

Other Than Personal Service:

Category	
Supplies	\$ 100
Travel	\$ 750
Telephone	\$ 77
Postage	\$ 50
Photocopy	\$ 50
Other Contractual Services (specify)	\$ 14,500
Oneida County Sheriff's Department	
TOTAL OTHER THAN PERSONAL SERVICE:	\$ 15,527

TOTAL PERSONAL AND OTHER THAN PERSONAL SERVICES: \$ 32,736

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any

employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in

accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business
Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

3. For 50% of all facilities where tobacco is sold, verify that tobacco retail dealers and vendors:
 - a. are registered with the New York State Department of Taxation and Finance (DTF) to sell tobacco;
 - b. post required signage;
 - c. display and store tobacco and herbal cigarettes either behind the counter or in a locked container;
 - d. comply with minimum package size requirements; and
 - e. for vending machines, verify that location is acceptable and supervised.

4. Report tobacco dealers and vendors without a valid registration to the Bureau of Community Environmental Health and Food Protection (BCEHFP) within five (5) business days of inspection, utilizing a New York State Department of Health (NYSDOH) inspection form.

5. When a retail tobacco dealer or vendor is found in violation of Article 13-F, verify the name and address of the operator, notify the operator of the violations and obtain:
 - a. Lottery agent number, if a New York State Lottery agent; and
 - b. the full name of the seller.

6. Issue formal enforcement against the operator by confirmed delivery of a written Notice of Violation (NOV) within seven (7) business days for all retail tobacco dealers and vendors that are cited for one or more violations of Article 13-F including, but not limited to:
 - a. selling tobacco products (including bidis or gutka) or herbal cigarettes to underage youth;
 - b. selling out-of-package cigarettes;
 - c. selling tobacco products in packaging that fails to meet minimum package size requirements;
 - d. selling bidis or gutka from a location that is not a "tobacco business";
 - e. failing to supervise a vending machine, or locating the machine in an area not allowed by Article 13-F of the Public Health Law;
 - f. failing to comply with the self-service ban; and
 - g. selling tobacco with a suspended or revoked registration.

Clean Indoor Air Act

1. Utilizing the New York State Department of Health's Environmental Health Information and Permitting System (eHIPS):
 - a. Establish and maintain an up-to-date record of all Clean Indoor Air Act (CIAA) related complaints and actions taken to resolve the complaint.
 - b. Establish and maintain an up-to-date record of all CIAA enforcement activity and outcomes including fines assessed and fines paid.
 - c. Report all program staff time and activity.
2. At a minimum, CIAA complaint investigations shall be conducted as follows:
 - a. An advisory notice (phone call and/or written letter) shall be made to alleged violators in response to a first complaint. A CIAA brochure or copy of the law should be provided if needed.
 - b. Any subsequent CIAA complaint for the same facility shall result in an on-site investigation. Investigations that are necessary after the enforcement officer's normal business hours shall be arranged for reasonable times and in a reasonable manner that considers the health and safety of the inspector while being responsive to the specific complaint.
 - c. At the conclusion of the on-site investigation, the enforcement officer shall identify himself to the facility owner/operator or other person in charge, state the purpose of the investigation and any CIAA violation(s) found. Where there are safety considerations, the enforcement officer may notify the facility owner/operator of his/her findings by the next business day.
3. Issue formal enforcement against the facility owner/operator by confirmed delivery of a Notice of Violation (NOV) within seven (7) business days for all CIAA violations.
4. Following a hearing officer's decision or a stipulated agreement, conduct a re-inspection within three (3) to six (6) months at those facilities determined to be in violation of the CIAA.

ONEIDA COUNTY HEALTH DEPARTMENT

A Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

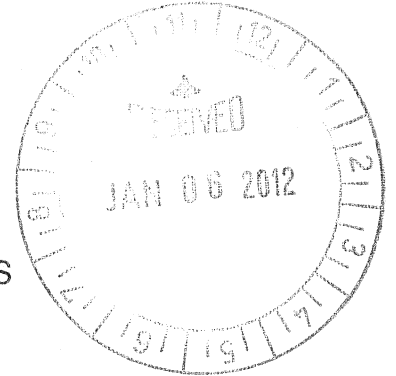
ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PHD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

FN 20 12 - 35



December 1, 2011

HEALTH & HUMAN SERVICES

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Dear Mr. Picente:

Re: C-026522 Lead Poisoning Prevention Program

Attached are four (4) copies of an amendment between Oneida County through its Health Department – Lead Poisoning Prevention Program and The New York State Department of Health.

This amendment is for fiscal year April 1, 2011 and March 31, 2012 in the amount of \$11,716. The Cost of Living Adjustment must be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs.

If this amendment meets with your approval, please forward to the Board of Legislators.

Sincerely,

Gayle D. Jones, PhD., MPH, CHES
Director of Health

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date: 12/29/11

attachments
ry

NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

November 29, 2011

Contractor Name: Oneida County Health Department
Contract Number: C-026522
COLA Amount: \$11,716.00
Contract Initiative: Lead Poisoning Prevention Program

Dear Contractor:

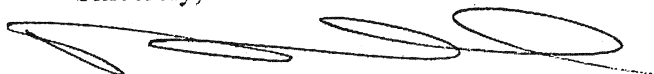
Chapter 57, Laws of 2006 provide for the Commissioner of Health to establish an annual cost of living adjustment (COLA) for programs outlined in the statute. Pursuant to Part F of Chapter 59 of the Laws of 2011, the 2011-12 COLA appropriation will be distributed to eligible payees at the prior year rate of 8.02%.

The COLA amount for this contract is noted above. You must certify that these funds have been or will be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. All expenditures of the funds must occur between April 1, 2011 and March 31, 2012.

Payment of the COLA amount associated with this contract will be made separately from authorized contract payments. The COLA amount will not be applied toward nor amend amounts payable under Appendix B of your contract.

Please sign the following certification, complete the enclosed standard voucher and return both to the payment office designated in the contract in order for payment of the COLA amount be processed for your organization. **The certification and standard voucher should be returned to this office as soon as possible.**

Sincerely,



Donna Hoinski
Health Program Administrator I
Admin Unit, Bureau of Maternal & Child Health

This is to certify that cost of living funds, as described above and in Part C.1.5 of Chapter 57 of the Laws of 2006, will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the 2011-12 State fiscal year.

Signed: _____

Title: Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

Attachment - Standard Voucher

HEALTH.NY.GOV
facebook.com/NYSDOH
twitter.com/HealthNYGov

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney

ONEIDA COUNTY HEALTH DEPARTMENT

A Oneida County Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PHD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 • Fax: (315) 266-6138



FN 20 12-36

December 7, 2011

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Re: Childhood Lead Poisoning Primary
Prevention Program C-026835

Attached are four (4) copies of a Cost of Living Adjustment amendment between Oneida County through its Health Department – Childhood Lead Poisoning Primary Prevention Program.

This amendment is for fiscal year April 1, 2011 and March 31, 2012 in the amount of \$28,047 and must be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs.

If this amendment meets with your approval, please forward to the Board of Legislators.

Should you have any questions, please feel free to contact me at 798-5220.

Sincerely,

A handwritten signature in black ink, appearing to read "Gayle D. Jones".

Gayle D. Jones, PhD, MPH, CHES
Director of Health

attachments
ry

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

A handwritten signature in black ink, appearing to read "Anthony J. Picente, Jr.". Below the signature is a horizontal line.

Anthony J. Picente, Jr.
County Executive

Date 12/29/11

NEW YORK

state department of

HEALTHNirav R. Shah, M.D., M.P.H.
CommissionerSue Kelly
Executive Deputy Commissioner

November 30, 2011

Contractor Name: Oneida County Health Department
Contract Number: C-026835
COLA Amount: \$28,047
Contract Initiative: Childhood Lead Poisoning Primary
Prevention ProgramGayle D. Jones, Ph.D., MPH, CHES
Public Health Director
Oneida County Health Department
Adirondack Bank Building, 5th Floor
185 Genesee Street
Utica, New York 13501

Dear Dr. Jones:

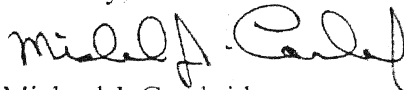
Chapter 57, Laws of 2006 provide for the Commissioner of Health to establish an annual cost of living adjustment (COLA) for programs outlined in the statute. Pursuant to Part F of Chapter 59 of the Laws of 2011, the 2011-12 COLA appropriation will be distributed to eligible payees at the prior year rate of 8.02%.

The COLA amount for this contract is noted above. You must certify that these funds have been or will be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. All expenditures of the funds must occur between April 1, 2011 and March 31, 2012.

Payment of the COLA amount associated with this contract will be made separately from authorized contract payments. The COLA amount will not be applied toward nor amend amounts payable under Appendix B of your contract.

Please sign the following certification, complete the enclosed standard voucher and return both to the payment office designated in the contract in order for payment of the COLA amount be processed for your organization. **The certification and standard voucher should be returned to this office as soon as possible.**

Sincerely,

Michael J. Cambridge
Director, Bureau of Community Environmental
Health and Food Protection

Attachment - Standard Voucher

This is to certify that cost of living funds, as described above and in Part C.1.5 of Chapter 57 of the Laws of 2006, will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the 2011-12 State fiscal year.

Signed: _____
Title: Anthony J. Picente, Jr.
Oneida County Executive
Date: _____

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

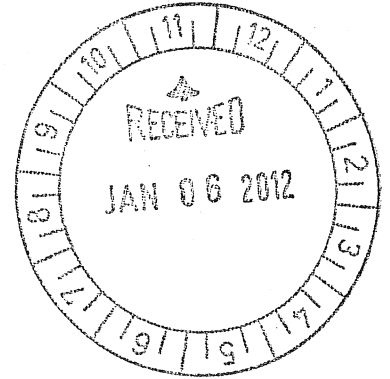
ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PHD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 • Fax: (315) 266-6138

FN 2012-37



December 12, 2011

HEALTH & HUMAN SERVICES

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Dear Mr. Picente:

Re: C-023257

Attached are four (4) copies of an amendment between Oneida County through its Health Department and The New York State Department of Health – Immunization Action Plan.

This amendment is for fiscal year April 1, 2011 and March 31, 2012 in the amount of \$9,379. The Cost of Living Adjustment must be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs.

If this amendment meets with your approval, please forward to the Board of Legislators.

Sincerely,

A handwritten signature in black ink, appearing to read "Gayle D. Jones".

Gayle D. Jones, PhD., MPH, CHES
Director of Health

attachments
ry

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

A handwritten signature in black ink, appearing to read "Anthony J. Picente, Jr.". Below the signature is the printed name "Anthony J. Picente, Jr." and the title "County Executive".

Date 12/29/11

NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

December 2, 2011

rec'd 12/8/11

Gayle D. Jones, PhD, MPH, CHES
Oneida County Health Department
Adirondack Bank Building, 185 Genesee St
Utica, New York 13501

Contractor Name: Oneida
Contract Number: C-023257
COLA Amount: \$9,379
Contract Initiative: Immunization

Dear Director Jones:

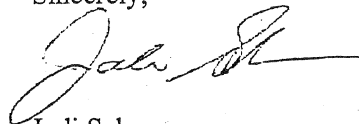
Chapter 57, Laws of 2006 provide for the Commissioner of Health to establish an annual cost of living adjustment (COLA) for programs outlined in the statute. Pursuant to Part F of Chapter 59 of the Laws of 2011, the 2011-12 COLA appropriation will be distributed to eligible payees at the prior year rate of 8.02%.

The COLA amount for this contract is noted above. You must certify that these funds have been or will be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. All expenditures of the funds must occur between April 1, 2011 and March 31, 2012.

Payment of the COLA amount associated with this contract will be made separately from authorized contract payments. The COLA amount will not be applied toward nor amend amounts payable under Appendix B of your contract.

Please sign the following certification, complete the enclosed standard voucher and return both to the payment office designated in the contract in order for payment of the COLA amount be processed for your organization. **The certification and standard voucher should be returned to this office as soon as possible.**

Sincerely,



Jodi Schoen
Health Program Administrator 1
Bureau of Immunization

This is to certify that cost of living funds, as described above and in Part C.1.5 of Chapter 57 of the Laws of 2006, will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the 2011-12 State fiscal year.

Signed: _____
Title: Anthony J. Picente, Jr.
Oneida County Executive
Date: _____

Attachment - Standard Voucher

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney

ONEIDA COUNTY HEALTH DEPARTMENT

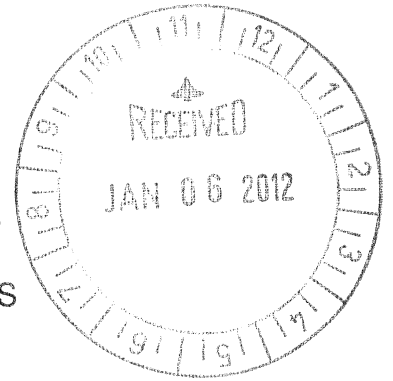
A Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PHD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 • Fax: (315) 266-6138



FN 20 12-38

December 12, 2011

HEALTH & HUMAN SERVICES

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Dear Mr. Picente:

Re: C-023199 Cost of Living Adjustment

Attached are four (4) copies of an amendment between Oneida County through its Health Department and The New York State Department of Health – Zoonoses.

This amendment is for fiscal year April 1, 2011 and March 31, 2012 in the amount of \$1,065. The Cost of Living Adjustment must be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs.

If this amendment meets with your approval, please forward to the Board of Legislators.

Sincerely,

Gayle D. Jones, PhD., MPH, CHES
Director of Health

attachments
ry

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 11/30/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health C-023199

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Corning Tower, Empire State Plaza
Albany, New York 12237

VENDOR CONTACT PERSON: Renee Lund-Feisthamel

SUMMARY STATEMENTS: The Environmental Health Division is responsible for monitoring diseases that animals may transmit to humans. Rabies, which is invariably fatal, is the most significant of these diseases. This contract will allow the Health Department to treat human post exposure, specimen preparation and shipment and pet vaccination clinics.

FISCAL YEAR: Fiscal year April 1, 2011 and March 31, 2012

TOTAL: \$1,065 This is a Cost of Living Adjustment only to be used for expenditures associated with the recruitment and retention and staff or other critical non-personal service costs.

 NEW **RENEWAL** **X** **AMENDMENT**

FUNDING SOURCE: A3401.05 Cost of Living Adjustment (COLA)

Less Revenues:	_____	_____
State Funds:		\$1,065
County Dollars – Previous Contract		-0-
County Dollars – This Contract -		-0-

SIGNATURE: Gayle D. Jones, PhD., MPH, CHES Director of Health

DATE: December 12, 2011

NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

December 6, 2011

Contractor Name: Oneida County Department of Health
Contract Number: C-023199
COLA Amount: \$1,065
Contract Initiative: Zoonoses – Rabies County Allocation

Dear Contractor:

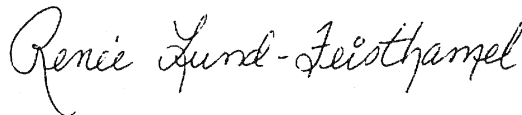
Chapter 57, Laws of 2006 provide for the Commissioner of Health to establish an annual cost of living adjustment (COLA) for programs outlined in the statute. Pursuant to Part F of Chapter 59 of the Laws of 2011, the 2011-12 COLA appropriation will be distributed to eligible payees at the prior year rate of 8.02%.

The COLA amount for this contract is noted above. You must certify that these funds have been or will be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. All expenditures of the funds must occur between April 1, 2011 and March 31, 2012.

Payment of the COLA amount associated with this contract will be made separately from authorized contract payments. The COLA amount will not be applied toward nor amend amounts payable under Appendix B of your contract.

Please sign the following certification, complete the enclosed standard voucher and return both to the payment office designated in the contract in order for payment of the COLA amount be processed for your organization. **The certification and standard voucher should be returned to this office as soon as possible.**

Sincerely,



This is to certify that cost of living funds, as described above and in Part C.1.5 of Chapter 57 of the Laws of 2006, will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the 2011-12 State fiscal year.

Signed: _____

Title: Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

Attachment - Standard Voucher

HEALTH.NY.GOV
facebook.com/NYSDOH
twitter.com/HealthNYGov

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney

ONEIDA COUNTY HEALTH DEPARTMENT

A Oneida County Building, 5th Floor, 185 Genesee St., Utica, NY 13501

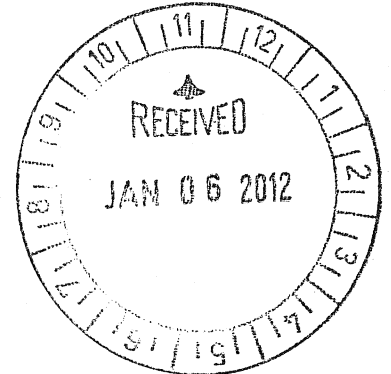
ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PHD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

FN 20 12-39



December 1, 2011

HEALTH & HUMAN SERVICES

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Dear Mr. Picente:

Re: C026822

Attached are four (4) copies of an amendment between Oneida County through its Health Department – TB Prevention and The New York State Department of Health.

This amendment is for fiscal year April 1, 2011 and March 31, 2012 in the amount of \$3,694. The Cost of Living Adjustment must be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs.

If this amendment meets with your approval, please forward to the Board of Legislators.

Sincerely,

A handwritten signature in black ink, appearing to read "Gayle D. Jones".

Gayle D. Jones, PhD., MPH, CHES
Director of Health

attachments
ry

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

A handwritten signature in black ink, appearing to read "Anthony J. Picente, Jr.". Below the signature is the typed name "Anthony J. Picente, Jr." and "County Executive".

Anthony J. Picente, Jr.
County Executive

By 12/31/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Diagnostic & Treatment Services

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Corning Tower, Gov. Nelson A. Rockefeller
Empire State Plaza
Albany, New York 12237

VENDOR CONTACT PERSON: Stephen E. Hughes, Ph.D.
Assistant Director, Bureau of Tuberculosis Control

SUMMARY STATEMENTS: Information on all newly reported TB cases will be reported electronically through the Health Information Network, increase the percentage of TB patients who complete a course of curative TB treatment within 12 months of initiation of treatment, newly reported sputum AFB smear positive TB cases will have contacts identified, contacts to sputum AFT smear-positive TB cases will be evaluated for infection and disease, increase the percentage of infected contacts of infectious cases that are placed on treatment for latent TB infection and complete a treatment regimen, increase the proportion of adults, 18 years old and greater with TB who have been tested for HIV, increase the percentage of immigrants and refugees designated as Class A, B1 or B2 who are appropriately evaluated and treated, decrease the case rate in U.S. born African Americans.

FISCAL YEAR: April 1, 2011 and March 31, 2012

TOTAL: \$3,694 This is a cost of living adjustment only to be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. Expenditures must occur in this contract year.

_____ **NEW** _____ **RENEWAL** X **AMENDMENT**

FUNDING SOURCE: A3414 Cost of Living Adjustment (COLA)

Less Revenues: _____

State Funds: \$3,694

County Dollars – Previous Contract \$-0-

County Dollars – This Contract \$-0-

SIGNATURE: Gayle D. Jones, PhD., MPH, CHES Director of Health

DATE: December 1, 2011

NEW YORK

state department of

HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

November 28, 2011

Contractor Name: Oneida County Health Department
Contract Initiative: TB Prevention & Control

Contract Number: C026822
COLA Amount: \$3,694

Dear Contractor:

Chapter 57, Laws of 2006 provide for the Commissioner of Health to establish an annual cost of living adjustment (COLA) for programs outlined in the statute. Pursuant to Part F of Chapter 59 of the Laws of 2011, the 2011-12 COLA appropriation will be distributed to eligible payees at the prior year rate of 8.02%.

The COLA amount for this contract is noted above. You must certify that these funds have been or will be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. All expenditures of the funds must occur between April 1, 2011 and March 31, 2012.

Payment of the COLA amount associated with this contract will be made separately from authorized contract payments. The COLA amount will not be applied toward nor amend amounts payable under Appendix B of your contract.

Please sign the following certification, complete the enclosed standard voucher and return both to the payment office designated in the contract in order for payment of the COLA amount be processed for your organization. **The certification and standard voucher should be returned to this office as soon as possible.**

Sincerely,



Stephen E. Hughes, Ph.D.
Assistant Director, Bureau of Tuberculosis Control

This is to certify that cost of living funds, as described above and in Part C.1.5 of Chapter 57 of the Laws of 2006, will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the 2011-12 State fiscal year.

Signed: _____
Title: Oneida County, Executive
Anthony J. Picente, Jr.
Date: _____

Attachment - Standard Voucher

H:\TBGROUPS\ADMIN\COLA\2011-12\Oneida COLA 2011-12.doc

HEALTH.NY.GOV
facebook.com/NYSDOH
twitter.com/HealthNYGov

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney

ONEIDA COUNTY HEALTH DEPARTMENT

A Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PhD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 • Fax: (315) 266-6138

December 14, 2011

FN 20 12-40

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

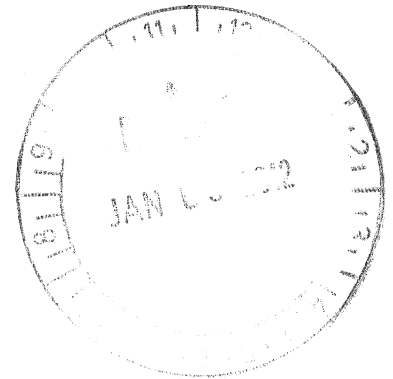
HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

C-026822

March 31, 2012 through March 30, 2013



Attached are five (5) copies of a contract between Oneida County through its Health Department – D&T Center and The New York State Department of Health – TB Control.

The goal of the TB Program is to work toward the national objective of TB elimination. The critical elements of a tuberculosis control program will include early case finding and reporting, prompt diagnosis, appropriate treatment, case management with particular attention to directly observed therapy, treatment of latent TB infection, and educational programs. Efforts will also include educating health care workers and the public about TB. Oneida County Health Department was awarded a three (3) year contract on March 31, 2011.

The attached contract is a renewal in effect from March 31, 2012 through March 30, 2013 with reimbursement in the amount of \$50,000 and is 100% State funded.

Please Note: The New York State Department of Health has requested original signatures on all copies.

If this meets with your approval, please forward to the Board of Legislators.

Sincerely,

A handwritten signature in black ink, appearing to read "Gayle D. Jones".

Gayle D. Jones, PhD., MPH, CHES
Director of Health

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

A handwritten signature in black ink, appearing to read "Anthony J. Picente, Jr.". Below the signature is a printed name and title.

Anthony J. Picente, Jr.
County Executive

Date 12/29/11

attachments
ry

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Diagnostic & Treatment at 406 Elizabeth Street

NAME AND ADDRESS OF VENDOR: Bureau of Tuberculosis Control
NYS Department of Health
ESP Corning Tower – Room 840
Albany, New York 12237-0669

VENDOR CONTACT PERSON: Cara Zell

DESCRIPTION OF CONTRACT: The goal of the TB program is to work toward the national objective of TB elimination. The critical elements of a tuberculosis control program will include early case finding and reporting, prompt diagnosis, appropriate treatment, case management with particular attention to directly observed therapy, treatment of latent TB infection, and educational programs. Efforts will also include educating health care workers and the public about TB.

PREVIOUS CONTRACT YEAR: March 31, 2011 through March 30, 2012

TOTAL: \$50,000 This is a three year contract (March 31, 2011 through March 30, 2014 and will require annual renewals.

THIS CONTRACT YEAR: March 31, 2013 through March 30, 2013

TOTAL: \$50,000 This is an annual renewal.

 NEW **X** **RENEWAL** **AMENDMENT**

<u>FUNDING SOURCE:</u>	Grant Award	A3414	\$50,000
Less Revenues:	_____		-0-
State Funds			\$50,000 *
County Dollars - Previous Grant			-0-
County Dollars - This Grant			-0-

*Three year grant \$50,000 per year, with annual renewals.

SIGNATURE: Gayle D. Jones, PhD., MPH, CHES Director of Health

DATE: December 14, 2011

Signature Page for:

Contract Number: C026822

Contractor: Oneida County Health Department

Amendment Number: X-1

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

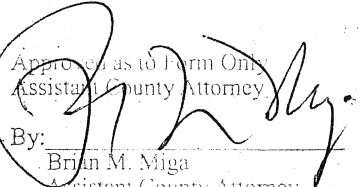
CONTRACTOR SIGNATURE:

By: _____ Date: _____

(signature)

Printed Name: Anthony J. Picente, Jr

Title: Oneida County Executive

Approved as to Form Only
Assistant County Attorney
By: 
Brian M. Miga
Assistant County Attorney

STATE OF NEW YORK)
County of _____) SS:

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

By: _____ Date: _____

(signature)

Printed Name: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

Contract Number: C026822 Contractor: Oneida County Health Department

Amendment Number X-1

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and Oneida County Health Department (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the work plan or deliverables
- Replaces appendix(es) A with the attached appendix(es) A (12/2011)
- Adds the attached appendix(es) B-1 & D-1
- Other: (describe) _____

This amendment is is not a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$ 50,000 From 3 / 31 / 11 to 3 / 30 / 12
(Value before amendment) (Initial start date)

This amendment provides the following modification (complete only items being modified):

\$ 50,000 From 3 / 31 / 12 to 3 / 30 / 13

This will result in new contract terms of:

\$ 100,000 From 3 / 31 / 11 to 3 / 30 / 13
(All years thus far combined) (Initial start date) (Amendment end date)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are

required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State 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, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict

with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

Appendix D-1

Oneida County Health Department Tuberculosis Workplan

Contract Period: 3/31/2012 – 3/30/2013

Contract Number C026822

Contractor will work toward the national objective of TB elimination. The critical elements of a tuberculosis control program include: early case finding and reporting, prompt diagnosis, appropriate treatment, case management with particular attention to directly observed therapy, aggressive investigations of contacts, treatment of latent TB infection, and educational programs.

Objective 1: 100% of information on all newly reported TB suspects/cases and 100% of all contacts to cases will be reported electronically through the NYS DOH Health Commerce System (HCS)

Standards

- Initial report of a case/suspect is required to be reported to the county by the provider within 24 hours. Providers need to be educated on all reporting requirements.
- An electronic report of the confidential case report (DC103) on HCS by the county should be submitted as soon as possible, even if bacteriologic evidence is lacking.
- Submission of the supplemental TB patient report can be submitted within 2 weeks of the DC 103.
- Contacts should be submitted electronically for every TB case (pulmonary and extrapulmonary) reported in your jurisdiction.

Implementation Plan/Activities/Lines of Responsibility

- Initial case report and periodic updates will be provided to the NYSDOH BTBC Regional TB Representative via telephone.
- Complete electronic reporting (DC103) via the Health Commerce System (HCS), as soon as possible. The TB supplemental will be reported electronically within 2 weeks of the DC103 will be accomplished.
- Activities will be reported on quarterly.

Responsible person: TB Program Coordinator, clerical staff.

Outcome/Evaluation (based on calendar year data, to be completed in the final contract period)

- Evaluate if objectives are met for the year.
- Compare to previous years, and discuss changes.
- Discuss any performance improvement plan needed.

Oneida County Health Department Tuberculosis Workplan

Contract Period: 3/31/2012 – 3/30/2013

Contract Number C026822

- Fulfillment of objective standards will be performed by TB Outreach staff and Health Department nursing staff. Bilingual staff and contracted interpreters will be utilized when needed.
- TB case/suspect treatment will be monitored by the TB Coordinator. Daily or at minimum weekly case updates occur with involved staff to assure all problems are addressed. Each TB case will be reviewed by the TB Medical consultant at minimum, monthly and charts reviewed following the Clinic QA/QI policy and procedure.
- For those necessary diagnostic and treatment services not available on site, the TB Coordinator and nursing staff will be responsible to ensure they are provided elsewhere, as well as for monitoring the results of therapy.
- Routine education and training provided to health care providers on current treatment guidelines will be provided through telephone consultation by TB Coordinator and nursing staff. St. Elizabeth Medical Center residents will be provided on site training upon request Local Colleges, such as Utica College and SUNYIT nursing students may be provided on site training upon request.

Outcome/Evaluation (based on calendar year data, to be completed in the final contract period)

- Evaluate if objective are met.
- Compare to previous years, discuss changes.
- Discuss any performance improvement plan needed.

Objective 3: Increase the proportion of TB patients with sputum AFB smear-positive results who have contacts identified to 100%.

Standards:

- Contact investigations should be initiated within 3 working days after the patient is reported with high risk contacts being evaluated within 7 working days.
- Follow-up of an average of 7 to 10 contacts per case.
- Case infectiousness is a critical factor to optimal contact investigations.
- Coordinate and provide rapid and accurate identification of all high risk contacts during the infectious period.
- Contacts in household, workplace, school and leisure settings should be explored.
- Provision of clinic services convenient for patients.

Oneida County Health Department Tuberculosis Workplan

Contract Period: 3/31/2012 – 3/30/2013

Contract Number C026822

- Define the duration, time period, and frequency of contact in various environments that constitute exposure.
- Develop standard criteria for expanding contact investigations.
- Complete evaluation of contacts consisting of initial and follow-up TSTs (at 8 -10 weeks) and chest x-rays when appropriate. The use of approved Interferon Gamma Release Assays (IGRAs) may be substituted for TSTs in the diagnosis of TB infection (see updated MMWR guidelines, 6/25/10).

Implementation Plan/Activities/Lines of Responsibility

- Contacts to sputum AFB smear-positive and all other TB cases will be evaluated for infection and disease according to the recommendations of the NYSDOH BTBC and the CDC. Quantiferon-TB Gold blood testing will be used, when possible, for foreign-born case contacts.
- Contacts, including assignment of priority level, will be submitted electronically upon initial and upon second round testing.
- Activities will be reported on quarterly.

Responsible person(s): TB Medical Consultant, TB Program Coordinator, clerical staff.

Outcome/Evaluation (based on calendar year data, to be completed in the final contract period)

- Percentage of contacts to sputum AFB smear-positive patients evaluated.
- Compare to previous years, discuss changes.
- Discuss any performance improvement plan needed.

Objective 5: Increase the proportion of contacts of sputum AFB smear-positive cases with latent TB infection (LTBI) who start treatment to 80% and those who complete treatment to 70%.

Standards

- Contact investigations should be initiated for all TB suspects and cases.
- Contact investigations should be initiated within 3 working days after the patient is reported with high risk contacts being evaluated within 7 working days.
- TB programs should have a comprehensive contact investigation infrastructure or system with formal monitoring activities in place (i.e., ARPE worksheets).

Oneida County Health Department Tuberculosis Workplan

Contract Period: 3/31/2012 – 3/30/2013

Contract Number C026822

- All TB suspects/cases must have documentation of positive or negative HIV test results obtained at the time of TB diagnostic evaluation or at TB diagnosis or earlier, but not exceeding 1 year.
- Consent for HIV testing can be part of a general durable consent to medical care, though specific opt out language for HIV testing must be included. Consent for rapid HIV testing can be oral and noted in the medical record.
- Consent or refusal to be HIV tested should be noted in the patient's medical record including date and name of person ordering the test and/or making the note.
- TB clinics are required to report monthly on HIV C&T activities.
- Confidentiality of HIV test results is protected by law. Confidential HIV information may be released without a written statement prohibiting re-disclosure when routine disclosures are made to treating providers or to health insurers to obtain payment.
- Referral mechanisms in place to coordinate care, as needed, including public social service agency linkages.

Implementation Plan/Activities/Lines of Responsibility

- HIV counseling and testing will routinely be offered and encouraged for all TB Clinic clients, especially those ages 13 to 64 years of age, identified and evaluated for TB exposure, infection or disease.
- HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results.
- For those patients tested elsewhere, results will be obtained with appropriate patient consent.
- Activities will be reported monthly and quarterly.

Responsible person(s): TB Program Coordinator, TB Medical Consultant, TB nursing staff

Outcome/Evaluation (based on calendar year data, to be completed in the final contract period)

- Proportion of all cases offered HIV testing and number of cases with documented test result.
- Compare to previous years, discuss changes.
- Discuss any performance improvement plan needed.

Outcome/Evaluation (based on calendar year data, to be completed in the final contract period)

- Percentage of those evaluated and completing treatment for LTBI.
- Compare to previous years, discuss changes.
- Discuss any performance improvement plan needed.

Objective 8: Increase the proportion of TB patients with sputum culture-positive results who have documented conversion to sputum culture-negative within 60 days of treatment initiation to 50%.

Standards

- Important decisions concerning the continuation-phase regimen hinge on the microbiological status at the end of the initial phase of treatment, thus, obtaining sputum specimens at this juncture is critical, if sputum conversion to negative has not already been documented.
- For patients who had positive AFB smears at the time of diagnosis, follow-up smears should be collected monthly or may be obtained at more frequent intervals (e.g., every 2 weeks until two consecutive specimens are negative) to provide an early assessment of the response to treatment.
- The presence of cavitations on the initial chest radiograph combined with having a positive sputum culture at the time the initial phase of treatment is completed has been shown in clinical trials to identify patients at high risk for adverse outcomes (treatment failure or relapse).
- Patients with positive cultures after 2 months of treatment should undergo careful evaluation to determine the cause.
- DOT, coupled with individualized case management, leads to the best treatment result.

Implementation Plan/Activities/Lines of Responsibility

- All sputum culture positive TB patients started on anti-TB chemotherapy will be isolated and submit sputum after two weeks of treatment. If sputum is AFB smear negative X 3, isolation is discontinued and culture results are monitored. If AFB smear is positive, isolation is maintained. Sputum specimens are obtained once weekly until 3 negative smears are resulted.

Budget Justification
Tuberculosis Prevention & Control

Contractor's Name: Oneida County
 Contract Number: # C-026822
 Contract Period: March 31, 2011 - March 30, 2012

Budget Item	Amount Requested	Description
Personnel Services PHN	\$18,048	Part-time PHN assigned to TB program. Duties include: Assists with patient screening, interviews, education, distribution of medication, follow-up visits, telephone consultation, reminder calls to patients (17.5 hrs./week @ \$19.83/hour)
Fringe Benefits @ 10.1%	\$1,823	
OTPS		
Supplies	\$620	To purchase necessary office supplies used in day to day function of administering the TB program
Incentives	\$500	To purchase incentives/enablers for TB cases to encourage compliance with TB treatment
Travel	\$101	To support mileage reimbursement for staff traveling to patient homes for outreach such as contact investigations, DOT, delivering sputum containers or appointment reminders, or to attend training.
Temporary Help 59.5 hrs./P@ \$18.04/hour	\$27,908	TB program clerk performs related clerical duties such as scheduling, phone calls, chart set-up and management, program supply ordering
Medical Interpretation \$50.00/hour	\$1,000	Due to the large TB client population in Oneida County with English as a second language, this money will be used to support the significant annual cost of medical interpretation and translation for the TB clinic, through contracts with the Mohawk Valley Resource Center for Refugees and the Multicultural Association of Medical Interpreters.
	\$50,000	

ONEIDA COUNTY HEALTH DEPARTMENT

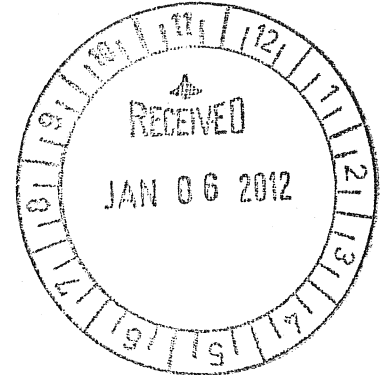
A Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PHD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138



December 12, 2011

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 12-41
HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Re: C023414 Cost of Living Adjustment

Attached are four (4) copies of an amendment between Oneida County through its Health Department and The New York State Department of Health – Integrated Cancer Services.

This amendment is for fiscal year April 1, 2011 and March 31, 2012 in the amount of \$19,226. The Cost of Living Adjustment must be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs.

If this amendment meets with your approval, please forward to the Board of Legislators.

Sincerely,

Gayle D. Jones, PhD., MPH, CHES
Director of Health

attachments
ry

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 12/29/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Community Wellness C-023414

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Empire State Plaza
Corning Tower, Room 515
Albany, New York 12237-0675

VENDOR CONTACT PERSON: Suzanne Fusco

SUMMARY STATEMENTS: Build and maintain collaborative relationships with health, human service, education and other community organizations to provide and promote utilization of cancer screening services among the priority populations throughout the entire proposed service area, enroll members of the priority populations into comprehensive, age-appropriate breast, cervical and colorectal cancer screening services, identify and recruit licensed medical providers throughout the entire service area to join the partnership, ensure that all men and women with abnormal screening results are assessed for their need for case management services, provide leadership, coordinate and administer the program to implement all required activities.

FISCAL YEAR: April 1, 2011 and March 31, 2012

TOTAL: \$19,226

This is a Cost of Living Adjustment for the provision of expenditures associated with the recruitment and retention of staff or other critical non-personal service costs.

 NEW **RENEWAL** X **AMENDMENT**

FUNDING SOURCE: A3451 Grant Award

Less Revenues: _____
State Funds: \$19,226
County Dollars – Previous Contract -0-
County Dollars – This Contract -0-

SIGNATURE: Gayle D. Jones, PhD., MPH, CHES Director of Health

DATE: December 14, 2011

NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

December 2, 2011

rec'd 12/8/11

Contractor Name: **Oneida County Department of Health**
Contract Number: **C023414**
COLA Amount: **\$19,226**
Contract Initiative: **Integrated Cancer Services Program**

Dear Contractor:

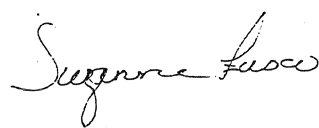
Chapter 57, Laws of 2006 provide for the Commissioner of Health to establish an annual cost of living adjustment (COLA) for programs outlined in the statute. Pursuant to Part F of Chapter 111 of the Laws of 2011, the 2011-12 COLA appropriation will be distributed to eligible payees at the prior year rate of 8.02%.

The COLA amount for this contract is noted above. You must certify that these funds have been or will be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. All expenditures of the funds must occur between April 1, 2011 and March 31, 2012.

Payment of the COLA amount associated with this contract will be made separately from authorized contract payments. The COLA amount will not be applied toward nor amend amounts payable under Appendix B of your contract.

Please sign the following certification, complete the enclosed standard voucher and return both to the payment office designated in the contract in order for payment of the COLA amount be processed for your organization. **The certification and standard voucher should be returned to this office as soon as possible but no later than August 1, 2012.**

Sincerely,



This is to certify that cost of living funds, as described above and in Part C.1.5 of Chapter 57 of the Laws of 2006, will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the 2010-11 State fiscal year.

Signed: _____
Title: Anthony J. Picente, Jr.
Oneida County Executive
Date: _____

Attachment - Standard Voucher

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney

NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

December 2, 2011

*rec'd
12/8/11*

Contractor Name: **Oneida County Department of Health**
Contract Number: **C023414**
COLA Amount: **\$19,226**
Contract Initiative: **Integrated Cancer Services Program**

Dear Contractor:

Chapter 57, Laws of 2006 provide for the Commissioner of Health to establish an annual cost of living adjustment (COLA) for programs outlined in the statute. Pursuant to Part F of Chapter 111 of the Laws of 2011, the 2011-12 COLA appropriation will be distributed to eligible payees at the prior year rate of 8.02%.

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Signed: _____

Title: Anthony Jo. Picente, Jr.
Oneida County Executive

Date: _____

Attachment - Standard Voucher

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Mjga
Assistant County Attorney

ONEIDA COUNTY HEALTH DEPARTMENT

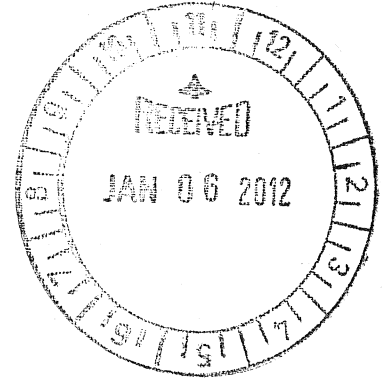
A Oneida County Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PHD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138



FN 20 12 - 42

HEALTH & HUMAN SERVICES
WAYS & MEANS

December 2, 2011

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear Mr. Picente:

Re: C-021373 Cost of Living Adjustment

Attached are four (4) copies of an amendment between Oneida County through its Health Department and The New York State Department of Health – Community Health Worker Program.

This amendment is for fiscal year April 1, 2011 and March 31, 2012 in the amount of \$15,985. The Cost of Living Adjustment must be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs.

If this amendment meets with your approval, please forward to the Board of Legislators.

Sincerely,

Gayle D. Jones, PhD, MPH, CHES
Director of Health

attachments
ry

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Date 12/29/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Community Wellness

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Corning Tower
The Gov. Nelson A. Rockefeller
Empire State Plaza
Albany, New York 12237

VENDOR CONTACT PERSON: Amy B. Hauptli, Health Program Administrator
Bureau of Maternal & Child Health Admin.Unit

SUMMARY STATEMENTS: The Community Health Worker Program (CHWP) is a voluntary program designed to encourage pregnant women and families with young children to use primary health care, to have healthy pregnancies and healthy babies, and for children to be up-to-date on immunizations, lead testing and well child visits. Our focus is to assist underserved and hard to reach families to get the best level of health care, self-sufficiency and optimal family functioning.

FISCAL YEAR: State fiscal year April 1, 2011 through March 31, 2012

TOTAL: \$15,985 This is a Cost of Living Adjustment only to be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. Expenditures must occur in this contract year.

 NEW **RENEWAL** **X** **AMENDMENT**

FUNDING SOURCE: A3419 Cost of Living Adjustment (COLA)

Less Revenues	_____
State Funds	\$15,985
County Dollars – Previous Grant	\$-0-
County Dollars – This Grant	\$-0-

SIGNATURE: Gayle D. Jones, PhD., MPH, CHES Director of Health

DATE: December 2, 2011

NEW YORK

state department of

HEALTHNirav R. Shah, M.D., M.P.H.
CommissionerSue Kelly
Executive Deputy Commissioner

Date: November 29, 2011

Contractor Name: Oneida Co. Health Department
Contract Number: C-021373
COLA Amount: \$15,985
Contract Initiative: CHW/CPPSN (PCAP)

Dear Contractor:

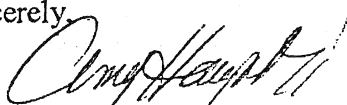
Chapter 57, Laws of 2006 provide for the Commissioner of Health to establish an annual cost of living adjustment (COLA) for programs outlined in the statute. Pursuant to Part F of Chapter 59 of the Laws of 2011, the 2011-12 COLA appropriation will be distributed to eligible payees at the prior year rate of 8.02%.

The COLA amount for this contract is noted above. You must certify that these funds have been or will be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. All expenditures of the funds must occur between April 1, 2011 and March 31, 2012.

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Sincerely,



Amy B. Hauptli, Health Program Administrator
Bureau of Maternal & Child Health Admin Unit

This is to certify that cost of living funds, as described above and in Part C.1.5 of Chapter 57 of the Laws of 2006, will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the 2011-12 State fiscal year.

Signed: _____

Title: Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

Attachment - Standard Voucher

Approved as to Form Only
Assistant County Attorney

By: _____

Brian M. Miga
Assistant County Attorney

NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

Date: November 29, 2011

Contractor Name: Oneida Co. Health Department
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COLA Amount: \$15,985
Contract Initiative: CHW/CPPSN (PCAP)

Dear Contractor:

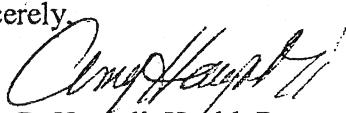
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Sincerely,



Amy B. Hauptli, Health Program Administrator
Bureau of Maternal & Child Health Admin Unit

This is to certify that cost of living funds, as described above and in Part C.1.5 of Chapter 57 of the Laws of 2006, will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the 2011-12 State fiscal year.

Signed: _____

Title: Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

Attachment - Standard Voucher

Approved as to Form Only
Assistant County Attorney

By: _____

Brian M. Miga
Assistant County Attorney



ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

January 9, 2012

Board of County Legislators
800 Park Avenue
Utica, New York 13501

FN 20 12-43

WAYS & MEANS

Honorable Members:

Under the provisions of Resolution No. 270 passed by the Oneida County Board of Legislators on June 16, 1992, I am recommending an **appointment to the Oneida County Sports Authority of Frank DuRoss**, 22 Stonebridge Rd., New Hartford, NY 13413 to fill the remaining term of Patrick Donovan through December 31, 2012. Mr. Donovan resigned his position on the Authority in a letter dated November 29, 2011. Mr. DuRoss has more than the appropriate experience to fill this post as evidenced by his attached biography.

I hereby refer this matter to the Ways & Means Committee and the full Board for consideration at the meeting of **February 8, 2012.**

Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board

Attachment

Cc: F. DuRoss, appointee
Sports Authority

Frank B. DuRoss - Sports Auth

Frank B. DuRoss, 61, began his climb in the corporate community in 1976 when he entered a partnership, with his brother Jim and was named vice president of Oneida Building Services, Inc., a company the DuRoss brothers would sell in 1989 to International Service Systems, Inc., a London based multibillion dollar conglomerate.

In 1980, Frank again teamed up with his brother to create Oneida Asbestos Removal, Inc. This highly successful start up business grew to \$24 million in annual sales, and at the time, was one of the top 350 fastest growing privately held companies in the country, when Frank and his partners sold the business in 1989 it was producing in excess of \$100,000,000 in annual sales.

In 1987, DuRoss ventured into the sports industry when he was named President of the Utica Devil's of the American Hockey League (AHL). Four years later he co-purchased the Maine Hockey Club and moved them to Providence where it became one of the league's strongest franchises, winning the Calder Cup Championship in 1999. On April 10, 2001 Frank purchased 100% of the Providence Bruins from his former partner Ed Anderson and he served on the Executive Committee of the American Hockey League until he sold the Bruins to a local investor in September 2006.

Frank B. DuRoss started and has co-owned the Rochester Rhinos Soccer Team, one of North America's most successful franchises, a Division II Club since the team's inception in 1995. A native of Utica, New York, DuRoss has been the catalyst in the Rhinos development and construction of PAETEC Park, a new, multi-purpose outdoor stadium in Rochester, New York. He served on the United Soccer League Board of Governors for 10 years.

Frank's tireless efforts, including working with local and state political leaders, secured funds for the new stadium, a 12,500 seat Soccer Specific Stadium with the ability to expand to 20,000 seats. The State of New York committed and spent \$23 million to date on the construction of PAETEC Park.

DuRoss is a co-founder of the Major League Lacrosse (MLL) and owned and operated the Rochester Rattlers Lacrosse Team a member of the twelve-team league.

DuRoss was part of an investment group that built and managed the ESL Sports Centre, a \$13,000,000 fourplex multi-purpose complex on the campus of Monroe Community College in Rochester, New York. Co-founder of the National Lacrosse League (NLL), DuRoss at one time owned the Boston Blazers.

Previously DuRoss owned Sylvan Strands Realty Corporation and sold DuRoss Realty Corporation, commercial real estate property development companies, he formerly owned various media properties including radio station (WOWZ FM-97.9) in Utica and the rights to a television station in Des Moines, Iowa, and Greenville, SC.

Frank B. DuRoss has been the Executive Director of Institutional Advancement at Mohawk Valley Community College (MVCC) in Utica, N.Y., since September 2008. In this capacity, DuRoss has been instrumental in reaching out to community stakeholders and in the cultivation of potential campaign donors, which has enabled MVCC to award more than \$280,000 annually in scholarships to more than 250 students. He is acting campaign manager of the College's first comprehensive major gifts campaign with the goal of \$7 million.

Rome

He is credited with the development and installation of the necessary infrastructure within the MVCC Office of Institutional Advancement, which has enabled the start of the campaign. With his more than 40 years of experience as owner and operator of 20 different businesses in varied industries, DuRoss is utilizing his talents to benefit MVCC's annual gift campaigns with a proven track record of assembling successful organizations in varied industries.

DuRoss holds a Bachelor of Science in Business Administration from Utica College of Syracuse University.

Frank and his wife Liz have two children, a daughter Noelle and son-in-law Tom Arcuri, a son Frank Jr., and daughter-in-law Anne and six grandchildren, Taylor, Alyssa Bella, Olivia and Thomas, Jr., Giroux, and Tessa Elizabeth.

ANTHONY J. PICENTE, Jr., *County Executive*

JOHN R. KENT, Jr., *Commissioner*

(315) 798-5710

FAX (315) 798-5852

planning@ocgov.net



Oneida County Department of Planning

Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

December 6, 2011

FN 20 12-44

**ECONOMIC DEVELOPMENT
& TOURISM**



Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Dear County Executive Picente:

The Herkimer-Oneida Counties Transportation Study (HOCTS) is staff to the Governmental Policy and Liaison Committee (GP&L), the Metropolitan Planning Organization (MPO) for Herkimer and Oneida Counties.

Oneida County is the host agency for the HOCTS Central Staff through an agreement with New York State that will expire on 3/31/2012. The State Office of the State Comptroller (OSC) and New York State Department of Transportation (NYSDOT) have developed a new 10 year MPO Host Agency Federal-Aid Project Agreement in consultation with HOCTS and Oneida County. Linda Dillon review the draft agreement had no comments.

The agreement is needed for NYSDOT to reimburse the County for staff salaries and expenses with federal DOT funds. It is vital to have the new agreement in place at the start of the Program Year on 4/1/2012.

Attached is the new 10 year MPO Host Agency Federal-Aid Project Agreement between Oneida County and New York State for consideration by the Board of Legislators.

If you have any questions, I would be happy to meet with you to discuss the agreement.

Sincerely,

John R. Kent Jr.

John R. Kent, Jr.
Commissioner

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente
Anthony J. Picente,
County Executive

Date 12/09/11

Cc: Harry Miller, HOCTS Program Manager

MT/TRANS/Picente Letter re MPO Agreement

Department
Planning

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: New York State Department of Transportation (NYSDOT)

Title of Activity or Service: This agreement is between NYSDOT and Oneida County for a new 10 year MPO Host Agency Federal-Aid Project Agreement with Estimated Funding amounts.

Proposed Dates of Operations: It is vital to have the new agreement in place at the start of the Program year on 4/1/2012 and will terminate on 3/31/22.

Client Population/Number to be Served: N/A

SUMMARY STATEMENTS

1) **Narrative Description of Proposed Services-** This agreement is between NYSDOT and Oneida County for a new 10 year MPO Host Agency Federal-Aid Project Agreement to start 4/1/2012 and end 3/31/22. Oneida County is the host agency for the HOCTS Central Staff through an agreement with NYSDOT that will expire on 3/31/2012. This agreement provides for the funding of transportation planning activities described in the approved Unified Planning Work Program and, thereafter, will seek reimbursement from NYSDOT for Project work performed by or through the Host Agency in accordance with this Agreement. Also attached is NYSDOT's Schedule A of ESTIMATED ten year funding amounts from FHWA, FTA, Local Non-Federal In-Kind Service Match. These funding limits are approved by NYS Office of the State Comptroller (OSC). Section 2.1.2 of the Agreement cites that "In no event shall this agreement create any obligation to the Host Agency for funding or reimbursement of any amount in excess of the lesser of the amount in Schedule A or actual eligible Project costs."

2) **Program/Service Objectives and Outcomes** N/A

3) **Program Design and Staffing Level** N/A

Total Funding Requested: None

Oneida County Funding Recommendation: N/A

Proposed Funding Source (Federal \$ /State \$ /County \$): NO County money involved.

Total 10 yr-Estimated FHWA	\$7,968,173
Total 10 yr-Estimated FTA	\$ 903,992
Total 10 yr-Estimated Local Non-Federal In-Kind Service Match	<u>\$ 554,510</u>
Grand Estimated Total Funds	\$9,426,675

Cost Per Client Served: N/A

Past Performance Served: N/A

O.C. Department Staff Comments: None

Department
Planning

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: New York State Department of Transportation (NYSDOT)

Title of Activity or Service: This agreement is between NYSDOT and Oneida County for a new 10 year MPO Host Agency Federal-Aid Project Agreement with Estimated Funding amounts.

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2) **Program/Service Objectives and Outcomes** N/A

3) **Program Design and Staffing Level** N/A

Total Funding Requested: None

Oneida County Funding Recommendation: N/A

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Total 10 yr-Estimated FHWA	\$7,968,173
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Grand Estimated Total Funds	\$9,426,675

Cost Per Client Served: N/A

Past Performance Served: N/A

O.C. Department Staff Comments: None



Oneida County Department of Planning
Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

December 6, 2011

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear County Executive Picente:

The Herkimer-Oneida Counties Transportation Study (HOCTS) is staff to the Governmental Policy and Liaison Committee (GP&L), the Metropolitan Planning Organization (MPO) for Herkimer and Oneida Counties.

Oneida County is the host agency for the HOCTS Central Staff through an agreement with New York State that will expire on 3/31/2012. The State Office of the State Comptroller (OSC) and New York State Department of Transportation (NYSDOT) have developed a new 10 year MPO Host Agency Federal-Aid Project Agreement in consultation with HOCTS and Oneida County. Linda Dillon review the draft agreement had no comments.

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Attached is the new 10 year MPO Host Agency Federal-Aid Project Agreement between Oneida County and New York State for consideration by the Board of Legislators.

If you have any questions, I would be happy to meet with you to discuss the agreement.

Sincerely,

A handwritten signature in black ink that reads "John R. Kent Jr." in a cursive style.

John R. Kent, Jr.
Commissioner

Cc: Harry Miller, HOCTS Program Manager

MPO HOST AGENCY FEDERAL-AID PROJECT AGREEMENT
COMPTROLLER'S CONTRACT NO.C033459

This Agreement, effective this _____ day of _____ 201___, is by and between the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232 on behalf of New York State ("State"),

and

Oneida County ("Host Agency"), acting by and through Anthony J. Pincente, Jr., Oneida County Executive, its duly authorized representative, whose office is located at 800 Park Ave., Utica, New York,, on behalf of itself and as a duly-designated member of the below-mentioned Metropolitan Planning Organization.

This agreement provides for the funding of transportation planning activities described in an approved Unified Planning Work more fully described by Schedules A and B annexed to this agreement or one or more duly executed and approved Supplemental Schedules to this agreement (as more specifically described in such Schedules A and B or supplemental Schedules A and B, the "Project").

WITNESSETH:

WHEREAS, the Governor, with the concurrence of the units of local governments composing and representing the entirety of the Utica urbanized area has designated the Herkimer-Oneida Counties Government Policy and Liaison Committee (GP&L) as the metropolitan planning organization for the Utica urbanized area (the "MPO" herein); and

WHEREAS, the United States has provided Federal funds to the State for the purpose of carrying out Federal- Aid Highway and public transit projects pursuant to various Transportation Acts as administered by the Federal Highway Administration ("FHWA") and the Federal Transit Administration ("FTA") including, but not limited to those listed below; and

WHEREAS, the New York State Highway Law authorizes the Commissioner to use federal aid available under the Federal-aid highway acts; and

WHEREAS, 23 USC §134 requires and provides for designated metropolitan planning organizations to develop transportation plans and programs for urbanized areas, including long range plans, transportation improvement programs, and congestion management systems for those areas which constitute transportation management areas under §134(a),(g),(h),(i), and (j); provides for coordination between metropolitan planning organizations, sets forth factors to be considered in planning, authorizes abbreviated plans and programs for smaller urbanized areas, and imposes additional requirements for certain non-attainment areas, under §134(d), (e), (f), (j), and (l); and provides for transfer of funds to transit projects, and for reprogramming of unused set-aside funds; under 23 USC §134 (k) and (n); and

WHEREAS, 23 USC §134(i)(4) requires state and local officials to cooperate in selection of projects on the federal-aid secondary system, and State concurrence with the selection of projects for the Federal-aid urban system in urbanized areas in accordance with 23 USC §134; and

WHEREAS, 23 USC §104(f) to provide for the apportionment of certain Federal Highway Administration ("FHWA") Federal-aid funds to the State for the purpose of carrying out the provisions of 23 USC §134 as described above; and

WHEREAS, 23 USC §142(a), authorizes federal approval of high occupancy vehicle (HOV) lane, "park and ride" facility, and other projects on federal-aid highways, in order to encourage the use of buses to increase the traffic capacity of Federal-aid systems, provide access and coordination between intercity and rural bus service, and provide connections between highway transportation and other modes of transportation; and

WHEREAS, 23 USC §142(a) provides that Federal funds apportioned under 23 USC §104(b) (4) shall be available to finance the federal share of HOV, truck and emergency vehicle lane projects; and

WHEREAS, 23 USC §142(e) (2) also makes Federal Transit Act funds apportioned under 23 USC §104(b) (3) and administered by the FTA available for capital improvements to provide access and coordination between intercity and rural bus service, and to provide connections between highway transportation and other modes of

MPO Host Agency Federal-Aid Project Agreement

transportation; and

WHEREAS, 23 USC §142(e)(2), as amended, makes Federal Highway Trust Fund moneys available to meet obligations resulting from 23 USC §142(a)(2) projects for capital improvements to provide access and coordination between intercity and rural bus service, and to provide connections between highway transportation and other modes of transportation; and

WHEREAS, under 23 USC §142(g), (h) and (i), projects performed under 23 USC §142(a) (2) are subject to certain additional statutory provisions; and

WHEREAS, 23 USC §142(c) and (f) provide for the accommodation of passenger, commuter, or high speed rail, magnetic levitation system, and other types of highway and non-highway public mass transit facilities within the existing rights-of-way of federal-aid highways, if such accommodation will not adversely affect automotive safety; and authorize federal approval of the use of sums apportioned under 23 USC §142(e), projects under 23 USC §142(a) shall be deemed to be highway projects, and the federal share of projects under 23 USC §142(a) shall be that provided by 23 USC §120; and

WHEREAS, 23 USC §142(d) and 49 USC app §1607 provide that the designated projects carried out in an urbanized area shall be subject to the metropolitan planning requirements of 23 USC §134; and

WHEREAS, 23 USC §134 requires and provides for designated metropolitan planning organizations (MPOs) to develop transportation plans and programs for urbanized areas, including metropolitan transportation (long range) plans, transportation improvement programs, and congestion management processes for those areas which constitute transportation management areas under §134(a),(g),(h),(i), and (j); provides for coordination between MPOs, sets forth factors to be considered in planning, authorizes abbreviated plans and programs for smaller urbanized areas, and imposes additional requirements for certain nonattainment areas, under §134(d),(e), (f), (j) and (l); and provides for transfer of funds to transit projects, and for reprogramming of unused set-aside funds, under 23 USC §134 (k) and (n); and

WHEREAS, 23 USC §104(f) provides for the apportionment of certain FTA Federal-aid funds to the State for the purpose of carrying out the provisions of 23 USC §134 as described above; and

WHEREAS, 23 USC §104(f) (3) and (f) (4) further provides that the State shall, in turn, make these funds available to the metropolitan planning organizations designated by the Governor and by units of local government representing no less than 75% of the affected population, as being responsible for carrying out the provisions of 23 USC §134 for each urbanized area; and

WHEREAS, the MPO determines the distribution and appropriate use of FHWA and FTA funds for the Utica metropolitan area as provided by 23 USC §105 and §134, and applicable Federal and State regulations, as described in the annual Unified Planning Work Program; and

WHEREAS, the MPO is a consortium of governmental agencies and transportation providers that acts through Member Agencies for purposes of necessary financial and contractual arrangements; and

WHEREAS, the MPO and its constituent Member Agencies, has designated Host Agency to undertake certain transportation planning activities as described in the annual Unified Planning Work Program and thereafter seek reimbursement by NYSDOT for Project work performed by or through the Host Agency in accordance with this Agreement;

MPO Host Agency Federal-Aid Project Agreement

NOW, THEREFORE, the parties agree as follows:

1. **Documents forming this Agreement:** The Agreement consists of the following —

Agreement Form: this document titled "MPO Host Agency Federal Aid Project Agreement;"

Schedule "A": Description of Project Funding;

Schedule "B": Description of Scope of Work, Tasks, Products and Duration;

EXHIBIT A: Host Agency Record Keeping Guidelines;

Appendix "A": New York State Required Contract Provisions; and

APPENDIX A-1: Supplemental Title VI Provisions (Civil Rights Act)

APPENDIX B: Requirements for Federally Aided Transportation Projects

2. **Funding:** For Project work performed by or through the Host Agency in accordance with this Agreement, NYSDOT will reimburse eligible Project costs in accordance with NYSDOT policy and procedures and this agreement.

2.1.1 **Federal Aid:** NYSDOT will administer federal-aid funds and will fund federal participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on **Schedule A**.

2.1.2 In no event shall this Agreement create any obligation to the Host Agency for funding or reimbursement of any amount in excess of the lesser of the amount stated in Schedules A (or duly executed Supplemental Schedules A), or actual eligible Project costs.

2.1.3 All items included by the Host Agency in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT, the FHWA and the FTA. Such items shall be subject to audit by the State, the FHWA and FTA.

3. **General Description of Work:** The Host Agency shall perform or cause the performance of the Scope of Work described in Schedule B by or one or more supplemental Schedules B as may hereafter be executed by the parties hereto and approved as required for a State contract.

3.1 **FHWA and FTA Approval.** The Unified Planning Work Program shall be subject to review and approval by FHWA and FTA.

4. **Funding of Project Costs:** Project costs as set forth in Schedule A will be funded or reimbursed as follows:

4.1 **Federal Aid:** NYSDOT will reimburse Member agencies 100% of the Federally reimbursable costs incurred in connection with the work covered by this agreement, subject to limitations set forth in Schedule A and in accordance with NYSDOT policy and procedures, net of Host Agency in-kind-service costs committed to as the local match in the UPWP.

4.1.1 **Participating Items:** NYSDOT shall apply Federal funds only for that work and those items that are approved activities described in the annual UPWP and performed in accordance with the approved UPWP budget. Included among the participating items are the actual cost of employee personal services, leave and fringe benefit additives are eligible for Federal participation. Other participating costs include materials and supplies, equipment use charges or other Federal allowable participating costs directly identifiable with the eligible project as provided in OMB circular A-87.

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4.1.2 Periodic Reimbursement: If the Host Agency finds it desirable to have reimbursement made periodically, upon the request and certification therefore by the Host Agency NYSDOT may make Federal-aid progress payments based on billings prepared by the Host Agency in accordance with NYSDOT requirements, based on costs incurred as disclosed by the records thereof, as required by the Project, with adjustments to be made after audit by NYSDOT, FHWA or FTA. These payments shall be made as moneys become available therefore.

4.2 Local Match: The Host Agency shall document local matching funds and local matching in-kind services in the amount(s) identified in Schedule A, and as further described in Schedule B. In-kind-service cost requirements as stated in OMB Circular A-87 include necessary and reasonable costs for proper and efficient administration of the program, must be attributable to, and properly allocable to the project or program, be applied in a consistent manner under generally accepted accounting principles appropriate to the circumstances, be permissible under federal and state laws and regulations, and cannot be claimed against more than one grant.

4.3 All items included by the Host Agency in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT, the FHWA and the FTA. Such items shall be subject to audit by the State, the FHWA and the FTA.

4.4 If Project work, including oversight thereof, is performed by NYSDOT, NYSDOT will provide in-kind service in accordance with the UPWP.

4.5 All items included by the Host Agency in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT (See **EXHIBIT A**), the FHWA and the FTA. Such items shall be subject to audit by the State, the FHWA and the FTA.

4.6 If the non-federal match share of Project work is funded by NYSDOT, NYSDOT will reimburse the Host Agency subject to limitations set forth in Schedule A and in accordance with the UPWP and with NYSDOT policy and procedures.

5. Supplemental Agreement or Supplemental Schedule A: Supplemental Agreements or supplemental Schedules A may be entered by the parties, and must be approved in the manner required for a State contract.

6. State Recovery of Ineligible Reimbursements: NYSDOT shall be entitled to recover from the Host Agency any moneys paid to the Host Agency pursuant to this Agreement which are subsequently determined to be ineligible for Federal Aid hereunder.

7. Loss of Federal Participation: If the Host Agency takes other action that results in the loss of federal participation for the costs incurred pursuant to this agreement, the Host Agency shall refund to the State all funding received from the State, and shall reimburse the State for 100% of all costs funded or reimbursed hereunder. The State may offset any other State or federal aid due to the Host Agency by such amount and apply such offset to such repayment obligation of the Host Agency.

8. Host Agency Liability:

8.1 The Host Agency shall be deemed the employer of the MPO staff connected with the performance of the work; and the Host Agency shall be responsible for any and all obligations attendant with performance of the ministerial duties and any and all obligations as an employer. If the Host Agency performs transportation planning work under this agreement with its own forces, the Host Agency specifically agrees that its agents or employees shall possess the experience and knowledge necessary to qualify them individually for the particular duties they perform; and therefore, the Host Agency shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Host Agency, its agents or employees arising from the duties performed..

8.2 The Host Agency shall require its vendors (i.e., equipment and fuel suppliers) to protect, indemnify and save harmless the Host Agency and the State of New York from and against all liabilities, losses, claims, damages,

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judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or asserted against the Host Agency or the State of New York resulting from, arising out of or relating to the performance of this Agreement.

9. Intellectual Property: In any contract, activity or project funded hereunder that involves the use or development of intellectual property hereunder the Host Agency shall provide for intellectual property rights as follows:

9.1 Identification of Intellectual Property of Contractors: Contractors are responsible for identifying and segregating in advance intellectual property which was or will be developed by such Contractor(s) or its/their subcontractors solely with non-federal funding.

9.2 Copyright: In accordance with Federal Government policy, the copyright of work produced under this Agreement, the copyrights to which are not otherwise acknowledged or provided for in this Agreement, shall remain with the authors. However, NYSDOT and the Host Agency reserve a royalty-free, perpetual, transferrable, nonexclusive and irrevocable license to reproduce, publish, modify or otherwise use for government purposes, in any media which exists currently or in the future, and to authorize others to use for government purposes any such copyrightable work produced under this Agreement with government funds.

9.3 Patents: For a contract for the performance of experimental, developmental or research work funded in whole or part by Federal funds, and the contractor is a small business firm or nonprofit organization, rights to inventions made under this Agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. §401.14, as modified below, is hereby incorporated by reference.

(i) The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g) (1) of the clause;

(ii) paragraphs (g) (2) and (g) (3) of the clause shall be deleted; and

(iii) paragraph (l) of the clause, entitled "Communications" shall read as follows: "(l) Communications. All notifications required by this clause shall be submitted to the FHWA Division Office."

9.4 Trade Secrets: The parties shall not publicly disclose information they obtain as a result of this Agreement which is marked and identified as proprietary or confidential, and which consists of information such as trade secrets or commercial or financial information that is privileged or confidential within the meaning of §552(b)(4) of Title 5, U.S.C.

10. Independent Contractor: For the purposes of this Agreement, the officers and employees of the Host Agency, in accordance with the status of the Host Agency as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. Contract Executory; Required Federal Authorization: It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the moneys available to the State and no liability on account thereof shall be incurred by the State beyond moneys available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. Assignment or Other Disposition of Agreement: The Host Agency agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

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13. Term of Agreement: As to the Project and phase(s) described in Schedule(s) A executed herewith, this agreement takes effect as of the date of this Master Agreement as first above written. This agreement takes effect as to the Project and phase(s) established in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This agreement shall remain in effect so long as federal aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a federal or State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary federal or State appropriations or other funding authorizations therefor are eventually enacted.

14. NYSDOT Obligations: NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Host Agency assert, make, or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this agreement.

15. Required Clauses: Attached hereto and made a part of this agreement as if set forth fully herein are Appendix A, standard clauses for all New York State contracts, Appendix A-1, Supplemental Title VI Provisions, and Appendix B, Requirements for Federally Aided Transportation Projects.

16. Reporting Requirements: The Host Agency agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement, the Procedures for Locally Administered Federal Aid Projects manual and in accordance with current Federal and State laws, rules, and regulations.

17. Notice Requirements:

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a) Via certified or registered United States mail, return receipt requested;
 - (b) By facsimile transmission;
 - (c) By personal delivery;
 - (d) By expedited delivery service; or
 - (e) By e-mail

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: David Kimmel

Title: Sr. Transportation Analyst

Address: Statewide Planning Bureau, Sixth Floor, 50 Wolf Rd., Albany, NY 12232

Telephone Number: (518) 457-7538

Facsimile Number: (518) 457-7943

E-Mail Address: dkimmel@dot.state.ny.us

Host Agency

Name: John R. Kent, Jr.

Title: Program Director, Herkimer-Oneida Counties Comprehensive Planning Program

Address: 321 Main Street, Union Station, Utica NY 13501

Telephone Number: (315) 398-5710

Facsimile Number: (315) 798-5852

E-Mail Address: jkent@ocgov.net

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MPO

Name: Harry J. Miller

Title: Program Manager, Herkimer-Oneida Counties Transportation Study (HOCTS)

Address: 321 Main Street, Union Station, 3rd Floor, Utica, NY 13501

Telephone Number: (315) 798-5710

Facsimile Number: (315) 798-5852

E-Mail Address: hmiller@ocgov.net

2. Any such notice shall be deemed to have given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. Electronic Contract Payments: The Host Agency shall provide complete and accurate supporting documentation of eligible Local expenditures as required by this contract, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Host Agency shall be rendered electronically, unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting Local sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available at the State Comptroller's website at Office of the State Comptroller by email at epunit@osc.state.ny.us or by telephone at 518-402-4067. When applicable to State Marchiselli and other State reimbursement by the NYS Thruway, registration forms and instructions can be found at the NYSDOT Local Programs website at <https://www.nysdot.gov/divisions/operating/opdm/local-programs-bureau>. The Host Agency herein acknowledges that it will not receive payment on any invoices submitted under this Contract agreement if it does not comply with the applicable State Comptroller and / or NYS Thruway Authority's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

SCHEDULE A

FEDERAL AID/LOCAL AGREEMENT - SCHEDULE A

Beginning Eligibility Date for Project Expenditure Reimbursement: 4/1/2012
 Project Completion Date: 3/31/2022

AGREEMENT PURPOSE: MAIN (Master) Agreement SUPPLEMENTAL Schedule No. ___ Administrative Correction

PROJECT DESCRIPTION: Develop and implement UPWP (Further detail in Schedule B)					
SOURCES OF PROJECT FUNDING¹					
Project Period	FHWA Funds	FTA Funds	Local Non-Federal IKS Match	Total	
Carryover Savings pursuant to formula in accordance with Title 23 United States Code	\$1,000,348	\$24,651	\$64,062	\$1,089,062	
SFY 2012-13 pursuant to formula in accordance with Title 23 United States Code	\$553,974	\$69,912	\$38,993	\$662,878	
SFY 2013-14 pursuant to formula in accordance with Title 23 United States Code	\$581,673	\$73,407	\$40,942	\$696,022	
SFY 2014-15 pursuant to formula in accordance with Title 23 United States Code	\$610,756	\$77,078	\$42,990	\$730,823	
SFY 2015-16 pursuant to formula in accordance with Title 23 United States Code	\$641,294	\$80,931	\$45,139	\$767,365	
SFY 2016-17 pursuant to formula in accordance with Title 23 United States Code	\$673,359	\$84,978	\$47,396	\$805,733	
SFY 2017-18 pursuant to formula in accordance with Title 23 United States Code	\$707,027	\$89,227	\$49,766	\$846,019	
SFY 2018-19 pursuant to formula in accordance with Title 23 United States Code	\$742,378	\$93,688	\$52,254	\$888,320	

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SFY 2019-20 pursuant to formula in accordance with Title 23 United States Code	\$779,497	\$98,373	\$54,867	\$932,736
SFY 2020-21 pursuant to formula in accordance with Title 23 United States Code	\$818,472	\$103,291	\$57,610	\$979,373
SFY 2021-22 pursuant to formula in accordance with Title 23 United States Code	\$859,395	\$108,456	\$60,491	\$1,028,342
TOTAL:	\$7,968,173	\$903,992	\$554,510	\$9,426,675

SCHEDULE B

SCHEDULE B: Project Scope of Work

General Requirements

The Host Agency:

- may contract for with third parties for the accomplishment of the Project in accordance with laws governing the Host Agency, applicable State and Federal law and requirements, including those of this contract;
- shall submit vouchers for payment under this contract in accordance with requirements of the State Comptroller therefore.

PROJECT SPECIFIC TASKS TO BE PERFORMED BY THE HOST AGENCY AND THE MPO CENTRAL STAFF AS ESTABLISHED IN THE UPWP

DESCRIPTION OF PROJECT TASKS	DELIVERABLES	ELIGIBLE COSTS
<ul style="list-style-type: none"> • Provide staffing, necessary and appropriate office space, equipment, and other resources for the performance of the Project. 	<p>As per project(s) scope(s) as stated in approved (MPO), Unified Planning Work Programs.</p>	<p>Eligible costs must follow the requirements in: OMB Circular A-87 OMB, OMB Circular A-133, & State requirements;</p>
<ul style="list-style-type: none"> • Provide progress reporting of the activities undertaken. These activities include participation in the development and implementation of the UPWP, and the development of the core products and related necessary studies and activities - metropolitan transportation plan and the transportation improvement program - in a timely manner. 	<p>Reporting on a periodic basis consistent with MPO procedures and the requirements of 23 USC and 49 CFR.</p>	<p>49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and local governments (US DOT's regulations implementing Circular A-102); and 23 CFR Part 420, 450, and 500, and 49 CFR Part 613 (FHWA and FTA's regulations for Statewide and Metropolitan Transportation Planning FHWA reserves the right to determine which activities are eligible for funding.</p>
<ul style="list-style-type: none"> • Provide for financial reporting of the activities undertaken. • Provide support for the UPWP, the program of transportation planning activities. 	<p>Billing on a periodic basis commensurate with reporting (minimum once per year) consistent with MPO procedures and the requirements of 23 USC and 49 CFR. UPWP on a periodic basis consistent with the requirements of 23 USC and 49 CFR for approval by the Council</p>	<p>Eligible costs include reasonable, allowable direct costs such as compensation of employees for time devoted specifically to the performance of those awards, cost of materials expended specifically for the purpose of those awards, equipment, travel expenses incurred specifically to carry out the award and indirect costs as approved and certified in a cost allocation plan in the Operating Plan.</p>

EXHIBIT A

EXHIBIT A
Host Agency Record Keeping Guidelines

The following are the record keeping requirements for State reimbursement of participating direct costs on Federal-Aid/State Aid projects:

1. Progress Billings — After approval of the Agreement, the Host Agency may submit progress billings to NYSDOT for the Federal share, and the applicable State share of approved costs shall be supported as follows:

a) Contracts/Consultant Agreements - Billings for payments made on contracts or consultant agreements will be made on NYSDOT's Form FIN 421, as it may be amended, and supported by a copy of the applicable payment estimate(s) for contracts or consultant agreements.

b) Work by Municipal Employees - Billings for Municipal employees will be on NYSDOT's Form FIN 421, supported by Host Agency records for the period(s) covered by the billings. Only those Project costs as defined in applicable Federal regulations and incurred subsequent to the date of Federal Highway Administration authorization can be included in billings.

2. Non-Personal Service Costs — Copies of invoices or documentation showing amounts and notations as may be required to clearly identify the purpose of each item. Copies of employee reimbursement vouchers for travel or similar costs are not required with progress billings but must be retained by the Host Agency for subsequent audit.

a) NYSDOT will reimburse Municipal personal service, fringe benefits, non-personal service, and related costs which are clearly identifiable to a specific project. Local claims for reimbursement of such expenditures utilizes the same Form "FIN 421" processing procedure as is routinely used for reporting Consultant Payment Requests.

SAMPLE RESOLUTION

SAMPLE RESOLUTION BY Sponsor
(Locally Administered Project)
RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal aid-eligible costs, of a transportation federal-aid project, to fully fund the local share of federal-aid eligible and ineligible project costs, and appropriating funds therefore.

WHEREAS, a Project for the _____, _____ (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

NOW, THEREFORE, the _____ Board, duly convened does hereby

RESOLVE, that the _____ Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the _____ Board hereby authorizes the _____ of _____ to pay in the first instance 100% of the federal and non-federal share of the cost of the Project or portions thereof; and it is further

RESOLVED, that the sum of _____ is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that the _____ of the _____ of the _____ of _____ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid on behalf of the _____ of _____ with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of Project costs and permanent funding of the local share of federal-aid-eligible Project costs and all Project costs within appropriations therefor that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

APPENDIX A

**STANDARD CLAUSES FOR NEW YORK STATE
CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

December, 2011

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are

required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually

agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to

be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State 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, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict

with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the

subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has

retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.



Oneida County Department of Planning
Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

January 9, 2012

FN 20 12-45

Anthony J. Picente, Jr.
County Executive
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

Re: NYS Office of Community Renewal – 2012 Microenterprise Program Grant Application

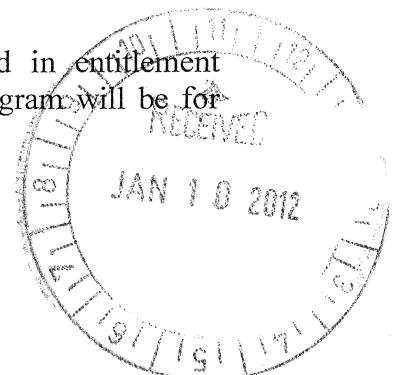
Dear County Executive Picente:

As part of Governor Cuomo's transformative plan to improve the State's economic development model, a NYS Consolidated Funding Application (CFA) has been created that will streamline and expedite the grant application process for nine State agencies. In anticipation of the next CFA process deadline, we would like to prepare the necessary application documents so that Oneida County is ready to move forward to apply for funding from the NYS Office of Community Renewal (NYSOCR).

Oneida County, in cooperation with Mohawk Valley EDGE, has provided a Microenterprise Grant Program during 2009-2011 with NYSOCR funding. The program has resulted in assistance provided to 8 microenterprises and creation of 15.5 FTE jobs, with 12.5 FTE of those jobs being LMI (low and moderate income).

Oneida County will be applying to the NYSOCR for an amount not to exceed **\$200,000** to continue this **Microenterprise Grant Program**. This funding will assist small existing companies or start up companies provide new job opportunities, keep existing jobs and ultimately, broaden the tax base in Oneida County. Eligible microenterprises must be or shall become a commercial enterprise with five or less employees. Eligible uses of the funding will be for capital assets and working capital. It is estimated that 8 FTE new jobs will be created.

Due to the OCR requirement that CDBG funding cannot be used in entitlement communities, the proposed funding for the Microenterprise Grant Program will be for microenterprises outside of the Cities of Utica and Rome.



Since the CDBG program does not require a local match, no Oneida County dollars will be expended on these projects. Upon award of the CDBG grant, Mohawk Valley EDGE will administer the program on behalf of Oneida County.

Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a request to authorize you to submit an application to the New York State Office of Community Renewal for an Economic Development grant totaling \$200,000. Included in this resolution is the authorization to conduct the mandated public hearings on the Community Development Block Grant application, as required by the statutory requirements of the CDBG program, and, if awarded the grant, authorization to enter into an agreement with the Mohawk Valley EDGE to administer the program.

Should you have any questions regarding this matter please contact me.

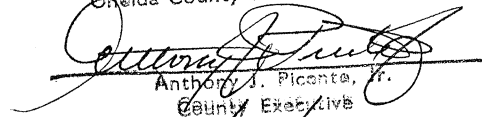
Sincerely,

John R. Kent Jr.

John R. Kent, Jr.
Commissioner of Planning

Cc: Edward Welsh
Emil Paparella
Roseann Convertino

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by


Anthony J. Picente, Jr.
County Executive

Date 1/9/12

RE: AUTHORIZATION FOR ONEIDA COUNTY TO MAKE APPLICATION TO THE NEW YORK STATE OFFICE OF COMMUNITY RENEWAL (OCR) FOR GRANTS TOTALING \$200,000 TO SUPPORT SMALL BUSINESS ECONOMIC DEVELOPMENT EFFORTS IN ONEIDA COUNTY

WHEREAS, Oneida County Executive Anthony J. Picente, Jr., is in receipt of correspondence from John R. Kent, Jr., Commissioner of Planning, requesting submittal of an application by Oneida County to the State of New York Office of Community Renewal (OCR) for Community Development Block Grant (CDBG) direct grants totaling \$200,000, and

WHEREAS, The Community Development Block Grant funds will provide funding assistance to continue a Microenterprise Grant Program in the County of Oneida that will result in the creation of 8 new jobs, and

WHEREAS, The CDBG program requires the holding of two public hearings by the County prior to the submission of said application to obtain the views of citizens on community development and housing needs, and

WHEREAS, The CDBG program requires that the Community Development Block Grant application must comply with the program requirements set forth in 24 CFR Part 570, as amended, now, therefore, be it hereby

RESOLVED, That Oneida County Executive Anthony J. Picente, Jr., is authorized to submit the application and amendments thereto and all understandings and assurances contained therein, and is further authorized to act in connection with the application to provide such additional information as may be required to request and implement said funds, and it is further

RESOLVED, That the Oneida County Executive is authorized and directed to hold any required public hearings and execute all documents and certifications required as part of the submission of the application, and it is further

RESOLVED, That the County Executive is hereby authorized to execute such documents as may be required in order to implement the program if the application is approved, and enter into agreements with beneficiaries of the funds.

APPROVED: Ways & Means Committee

DATED:

Adopted by the following vote:
AYES___NAYS___

JOSEPH J. TIMPANO
Comptroller



SHERYL A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501

(315) 798-5780 ♦ Fax: (315) 798-6415

E-Mail: jtimpano@ocgov.net

Memo

FN 20 12-046

through

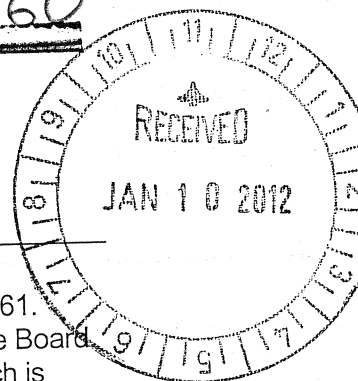
FN 20 12-060

To: Anthony J. Picente Jr., County Executive
Board of Legislators *Tony*

From: Joseph J. Timpano, Comptroller *Joe*

Date: January 9, 2012

Re: Bond Resolutions



Please refer to the attached schedule of 15 bond resolutions totaling \$9,899,161. These resolutions are the funding source for the 2012 Capital Budget adopted by the Board of Legislators on November 16, 2011 as well as one new Griffiss Airport project which is currently on your agenda for approval.

As has been my procedure for several years, ongoing capital projects are reviewed to estimate cash outlays for the current year and bonds are issued only for the amount needed (often less than the amounts budgeted and authorized). If all these new authorizations are approved we expect to sell \$8,874,161 of this amount as well as \$250,839 for projects that were authorized in prior years for a total of \$9,125,000. The General fund principal pay down will be \$12.7M in 2012. Our outstanding balance at December 31, 2012 will therefore decrease to \$120.3M. (Please note that these figures do NOT include the \$14.8M of outstanding sewer debt at December 31, 2011).

I respectfully request that Ways and Means and Board of Legislators consider these resolutions at their February 8, 2012 meeting.

Thank you.

Cc: Mike Billard, Clerk of the Board
Sheryl Brown, Deputy Comptroller
Daniel Ruzbasan, Auditor III

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente Jr.
Anthony J. Picente Jr.
County Executive

Date 1/9/12

INTRODUCTORY
NO. _____

F.N. 2012-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING A COUNTY-WIDE COMPUTER PROJECT IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$350,000, AND AUTHORIZING THE ISSUANCE OF \$350,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF.(H433)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. A county-wide computer project in and for said County, including incidental improvements and expenses, is hereby authorized at a maximum estimated cost of \$350,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$350,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is five years, pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

INTRODUCTORY
NO. _____

F.N. 2012-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING THE RECONSTRUCTION OF THE ONEIDA COUNTY CORRECTIONAL FACILITY, IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$332,311 AND AUTHORIZING THE ISSUANCE OF \$332,311 BONDS OF THE TO PAY THE COST THEREOF. (H458)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The reconstruction of the Oneida County Correctional Facility to ~~eliminate water penetration~~, including site work and incidental improvements in connection therewith, in and for said County, is hereby authorized at a maximum estimated cost of \$332,311.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$332,311 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and

shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

INTRODUCTORY
NO. _____

F.N. 2012-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING THE INSTALLATION OF A NEW COUNTY-WIDE PHONE SYSTEM IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$475,000, AND AUTHORIZING THE ISSUANCE OF \$475,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H461)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The installation of a new county-wide phone system in and for said County, is hereby authorized at a maximum estimated cost of \$475,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$475,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is five years, pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and

shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

INTRODUCTORY
NO. _____

F.N. 2012-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING THE RECONSTRUCTION OF JUDD RD/SUTLIFF RD IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$596,700, AND AUTHORIZING THE ISSUANCE OF \$596,700 BONDS OF SAID COUNTY TO PAY PART OF THE COST THEREOF. (H462)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The reconstruction of Judd Rd/Sutliff Rd, in and for said County, including land or rights-in-land, sidewalks, curbs, gutters, landscaping and other incidental costs, is hereby authorized at a maximum estimated cost of \$596,700.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$596,700 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 20(c) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

INTRODUCTORY
NO. _____

F.N. 2012-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING ASBESTOS ABATEMENT AT THE COUNTY OFFICE BUILDING IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,650,000, AND AUTHORIZING THE ISSUANCE OF \$1,650,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H305)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. Asbestos abatement at the County Office Building in and for said County, including incidental costs and expenses, is hereby authorized at a maximum estimated cost of \$1,650,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$1,650,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is fifteen years, pursuant to subdivision 12 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and

shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

INTRODUCTORY
NO. _____

F.N. 2012-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING A HIGHWAY BRIDGE RECONSTRUCTION PROGRAM IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,100,000, AND AUTHORIZING THE ISSUANCE OF \$1,100,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H374)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. A highway bridge reconstruction program in and for said County, including incidental improvements and costs, is hereby authorized at a maximum estimated cost of \$1,100,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$1,100,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is twenty years, pursuant to subdivision 10 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

INTRODUCTORY
NO. _____

F.N. 2012-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING BUILDING RENOVATIONS IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,026,630, AND AUTHORIZING THE ISSUANCE OF \$1,026,630 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H363)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. Building renovations in and for said County, including incidental expenses, is hereby authorized at a maximum estimated cost of \$1,026,630.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$1,026,630 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

INTRODUCTORY
NO. _____

F.N. 2012-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING THE RECONSTRUCTION AND CONSTRUCTION OF IMPROVEMENTS TO VARIOUS COUNTY ROADS IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$2,225,000, AND AUTHORIZING THE ISSUANCE OF \$2,225,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H373)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The reconstruction and construction of improvements to various County roads in and for said County, including land and rights-in-land, sidewalks, curbs, gutters, drainage, landscaping and other incidental improvements and expenses, is hereby authorized at a maximum estimated cost of \$2,225,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$2,225,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 20(c) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

INTRODUCTORY
NO. _____

F.N. 2012-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING THE PURCHASE OF HEAVY EQUIPMENT FOR CONSTRUCTION, MAINTENANCE AND SNOW REMOVAL PURPOSES IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$562,020, AND AUTHORIZING THE ISSUANCE OF \$562,020 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H376)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The purchase of heavy equipment for construction, maintenance and snow removal purposes in and for said County, is hereby authorized at a maximum estimated cost of \$562,020.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$562,020 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and

shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

INTRODUCTORY
NO. _____

F.N. 2012-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING THE PURCHASE OF TRUCKS FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$76,500, AND AUTHORIZING THE ISSUANCE OF \$76,500 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H377)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The purchase of trucks for said County, is hereby authorized at a maximum estimated cost of \$76,500.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$76,500 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is ten years, pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

INTRODUCTORY
NO. _____

F.N. 2012-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING THE INSTALLATION OF NATURAL GAS TO VARIOUS BUILDINGS AT GRIFFISS AIRFIELD IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$600,000, AND AUTHORIZING THE ISSUANCE OF \$600,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H395)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The installation of natural gas to various buildings at Griffiss Airfield in and for said County, is hereby authorized at a maximum estimated cost of \$600,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$600,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is ten years, pursuant to subdivision 14 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

INTRODUCTORY
NO. _____

F.N. 2012-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING THE PURCHASE OF A LAWN MOWER FOR USE AT GRIFFISS AIRFIELD IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$75,000, AND AUTHORIZING THE ISSUANCE OF \$75,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H397)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The purchase of a lawn mower for use at Griffiss Airfield in and for said County, is hereby authorized at a maximum estimated cost of \$75,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$75,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is fifteen years, pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

INTRODUCTORY
NO. _____

F.N. 2012-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING THE RECONSTRUCTION AND CONSTRUCTION OF IMPROVEMENTS TO THE FORMER ORISKANY AIRFIELD BUILDING IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$405,000, AND AUTHORIZING THE ISSUANCE OF \$405,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H403)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The reconstruction and construction of improvements to the former Oriskany Airfield building in and for said County, is hereby authorized at a maximum estimated cost of \$405,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$405,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and

shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

INTRODUCTORY
NO. _____

F.N. 2012-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING THE RECONSTRUCTION OF THE GRIFFISS NOSE DOCK HANGER IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$3,000,000, AND AUTHORIZING THE ISSUANCE OF \$300,000 BONDS OF SAID COUNTY TO PAY PART OF THE COST THEREOF. (H463)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The reconstruction of the Griffiss nose dock hanger in and for said County, is hereby authorized at a maximum estimated cost of \$3,000,000.

Section 2. The plan for the financing of such maximum estimated cost is as follows:

- (a) By the issuance of \$300,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law; and
- (b) By the expenditure of \$2,700,000 grants-in-aid expected to be received.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and

shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

INTRODUCTORY
NO. _____

F.N. 2012-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING COSTS RELATED TO VARIOUS REDEVELOPMENT PROJECTS AT GRIFFISS AIRFIELD IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$43,850,375 AND AUTHORIZING THE ISSUANCE OF AN ADDITIONAL \$125,000 BONDS OF THE TO PAY PART OF THE COSTS THEREOF. (H339)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. For the object or purpose of paying additional costs related to various redevelopment projects at Griffiss Airfield in and for said County, including incidental costs and expenses, there are hereby authorized to be issued an additional \$125,000 bonds of said County pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of such specific object or purpose is now determined to be \$43,850,375, and that the plan for the financing thereof is as follows:

- (i) by the issuance of \$242,947 bonds of said County authorized to be issued pursuant to a bond resolution dated March 27, 2008;
- (ii) by the application of \$42,443,673 grants-in-aid;
- (iii) by the issuance of \$413,380 bonds of said County authorized to be issued pursuant to a bond resolution dated February 25, 2009;
- (iv) by the issuance of \$250,000 bonds of said County authorized to be issued pursuant to a bond resolution dated February 10, 2010;
- (v) by the issuance of \$375,375 bonds of said County authorized to be issued pursuant to a bond resolution dated March 16, 2011; and
- (v) by the issuance of \$125,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is ten years, pursuant to subdivision 14 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

Anthony J. Picente, Jr.
County Executive

Lucille A. Soldato
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building 800 Park Avenue Utica, NY 13501

FN 20 1200 - 061

December 13, 2011

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

There is a need to transfer funds in our 2011 Budget to the A6142.495, Emergency Assistance to Adults account. This account consists of one-time payments for emergency assistance for rent, fuel, housing, etc. Since it is based on emergency use only, the expenditures fluctuate from month to month and we now have a shortage in this account.

Therefore, we are asking for your approval and, subsequent Board approval of the following transfer:

To:	A6142.495	Emergency Assistance to Adults	\$50,000
From:	A6141.495	Safety Net	\$50,000

Sincerely,

Lucille A. Soldato
Commissioner of Social Services

Cc: T. Keeler

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 12/29/11

Griffiss International Airport



Oneida County Department of Aviation
 592 Hangar Road, Suite 200
 Rome, NY 13441
 Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
 County Executive

W. VERNON GRAY III
 Commissioner of Aviation

January 6, 2012

FN 20 12 - 062

Mr. Anthony J. Picente, Jr.
 Oneida County Executive
 800 Park Avenue
 Utica, NY 13501

AIRPORT WAYS & MEANS



Re: **Creation of Capital Project H-463 Griffiss Nose Dock Hangar Rehab**

Dear Mr. Picente,

An announcement was made by New York State in 2011 that economic development funding would be made available through the Consolidated Funding Application (CFA) process. The Department of Aviation subsequently submitted for consideration a Nose Dock Hangar Rehabilitation Project (CFA #6230).

Enclosed is a letter from the State of New York Department of Transportation advising us that the project has been recommended to receive funding from the NYSDOT Renew & Rebuild New York Bond Program. An official Grant will be issued following NYS Legislative review and approval from the State Comptroller's Office. *This Capital Project is conditional upon the State's issuance of an official Grant.* The total project funding is \$3,000,000 funded 90% by State reimbursement (\$2,700,000) and 10% by Oneida County (\$300,000).

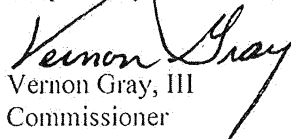
I therefore, respectfully request the following:

- A. Establishment of Capital Project H-463 Griffiss Nose Dock Hangar Rehab, and
- B. Funding for Capital Project H-463 as follows:

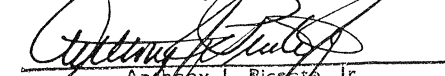
	<u>Current</u>	<u>Change</u>	<u>Proposed</u>
Bonding.....	\$ 0.	\$ 300,000.	\$ 300,000.
State.....	\$ 0.	\$2,700,000.	\$2,700,000.
Total	\$ 0.	\$3,000,000.	\$3,000,000.

- C. The County Executive be authorized to accept and execute a Grant Offer from the State of New York identified for Rehabilitation of Hangar (CFA #6230).

Respectfully submitted,


 Vernon Gray, III
 Commissioner
 c: T. Keeler
 J. Timpano

Reviewed and Approved for submittal to the
 Oneida County Board of Legislators by


 Anthony J. Picente, Jr.
 County Executive

Date 1/10/12



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
ALBANY, N.Y. 12232
www.dot.ny.gov

JOAN McDONALD
COMMISSIONER

ANDREW M. CUOMO
GOVERNOR

December 22, 2011

Mr. Vernon Gray, III
Commissioner of Aviation
Griffiss International Airport
592 Hangar Road – Suite 200
Rome, NY 13441

Consolidated Funding Application #6230 for Rehabilitation of Hangar for Large Aircraft
Maintenance

Dear Mr. Gray:

Through the transformative efforts of Governor Cuomo and the Regional Economic Development Councils, your project has been recommended to receive funding from the New York State Department of Transportation (NYSDOT), through the 2009 Renew & Rebuild New York Bond Program, Airport Infrastructure Investment Program. Pursuant to the 2005 Memorandum of Understanding between the Executive and the Legislative branches, funding recommendations are being sent to the Legislature for review.

In the near future, you will receive project and funding-specific information from NYSDOT to advance your project. We look forward to working with you. Thank you for your continued cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Joan McDonald".

Joan McDonald
Commissioner

Region	County	Applicant	Project Title	Description	Agency	Total CFA Award
Mohawk Valley	Oneida	Homogeneous Metals, Inc.	Capacity Expansion Plan	Project will design, install and commission an additional production atomization tower, add dedicated screening equipment, and expand the machine shop. This Mohawk Valley company will provide this training for 36 unemployed New Yorkers in the following occupations: machinist, production operators (atomization & powder sizing), quality control technicians, welders, electricians, and material controllers.	ESD DOL	\$478,605.00
Mohawk Valley	Oneida	Oneida County	Griffiss International Airport: Rehabilitation of Hangar for Large Aircraft Maintenance	The overall development plan for Griffiss International Airport includes the reuse of former military hangars for civil aeronautical activities. This project involves the rehabilitation of a 28,000 square foot hangar building to allow the airport to service commercial aircraft. Aircraft servicing creates high-paying technical jobs in the community.	DOT	\$2,700,000.00
Mohawk Valley	Oneida	Advanced Tool, Inc.	Nano Technology Tool Manufacturing Training	Training for 15 employees in Marcy, NY to expand existing capabilities in nano-science and nanotechnology, including increasing existing capacity to manufacture miniature/ nano cutting tools.	DOL	\$16,000.00
Mohawk Valley	Oneida	City of Rome	Little Italy Colonnade - Red, White, and Green Infrastructure	The City of Rome's Little Italy Colonnade - Red, White, and Green Infrastructure project will use sustainable and innovative design techniques to create a living streetscape system that will enhance the aesthetics and pedestrian safety of Rome's Little Italy Business District - Rome's primary commercial corridor along the Erie Canal. Located in a Brownfield Opportunity Area, the project will expand the pedestrian greenway, add bio-retention areas to ease the aging and overburdened stormwater infrastructure and install a pedestrian/bike pathway.	EFC	\$459,000.00
Mohawk Valley	Oneida	City of Utica	Urban Green Infrastructure Project	The City of Utica will construct green parking areas as part of the Brownfield Opportunity Area plan in Utica's downtown. The work will include the construction and planting of bio-swales and rain gardens along with the installation of pervious surfaces to better control storm water run-off and maintain water quality.	EFC	\$1,030,000.00
Mohawk Valley	Oneida	City of Rome	Multi-Use Trail	This CFA funding will build regional connectivity on the Canalway Trail by funding the construction of the section that will close the last gap through the City of Rome.	Canals	\$50,000.00
Mohawk Valley	Oneida	Ft Schuler Management Corp	Marcy Technology Complex at SUNY IT	Computer Chip Commercialization Center (CCCC) will be constructed adjacent to the academic core of SUNYIT. It will house clean rooms, offices and laboratories.	ESD	\$15,000,000.00
Mohawk Valley	Oneida	Griffiss Economic Development Corp	Cybersecurity Accelerator	Expand the business/technology transfer model by augmenting the facility with equipment and the needed support and training. The interest in joint R&D and demonstration initiatives within Mohawk Valley area would grow significantly, attracting many national and small businesses to join in a major IT-Internet center in Rome. Network upgrade is needed to provide wideband research capabilities, as well as additional meet-me facility equipment, NYSERNET access and technical program management support to develop the integrated technical focus.	ESD	\$397,500.00

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

JOHN J. WILLIAMS
Commissioner

6000 Airport Road
Oriskany, New York 13424
Phone: (315) 793-6235
Fax: (315) 768-6299

DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

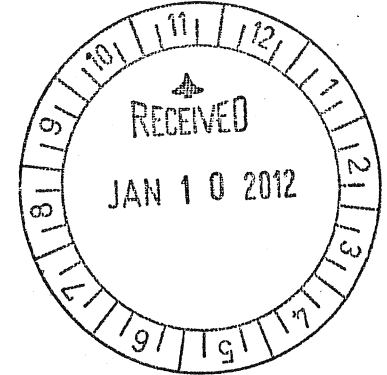
January 10, 2012

Anthony J. Picente Jr.
Oneida County Executive
800 Park Ave.
Utica, NY 13501

FN 20 12 - 63

PUBLIC WORKS

WAYS & MEANS



Dear County Executive Picente,

In August 2011 proposals for the lease of space and operation of a concession stand at Union Station were solicited. An advertisement was placed in the following papers on the noted dates: Observer Dispatch (7/11, 7/12), Rome Sentinel (7/11, 7/12).

Following a thorough review of the proposals received by a panel consisting of the Commissioner of Public Works, Commissioner of Planning, Director of Purchasing, Contract Administrator and the County Attorney's Office, it was determined that the proposal from Francis J. Pezzolanella would best serve Oneida County and the traveling public. Therefore, the enclosed Lease Agreement between Oneida County and Francis J. Pezzolanella, whose company is Michaelfrancisfoodandbeverage, LLC, was negotiated.

This lease is for an initial term of five years, and will generate annual revenue of \$4,200.00 for the County.

If you approve, please forward the enclosed lease agreement to the Oneida County Board of Legislators for consideration.

Thank you for your support.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dennis S. Davis'.

Dennis S. Davis
Commissioner

cc: Commissioner of Planning
Director of Purchasing
Contract Administration
Oneida County Attorney

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

A handwritten signature in black ink, appearing to read 'Anthony J. Picente, Jr.'.

Anthony J. Picente, Jr.
County Executive
Date 1/10/12

Oneida Co. Department: Public Works

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Francis Pezzolanella and
Michaelfrancisfoodandbeverage, LLC
421 Broad Street, Suite 1
Utica, New York 13501

Title of Activity or Service: Concession Stand for Union Station

Proposed Dates of Operation: February 1, 2012 to January 31, 2017
With one (1) additional Five-year (5) renewal

Client Population/Number to be Served: Travelers, patrons and Oneida County staff located
at Union Station.

Summary Statements

1) Narrative Description of Proposed Services

The Lessee will provide concession stand services under the name “Bagg’s Square Express” at the former food service counter in the train station lobby. Food items will include an assortment of pastries, muffins and other breakfast items, soups, sandwiches and salads and other assorted lunch and light dinner fare. Beverages will also be offered.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: Counter and wait staff to be provided by lessee. Hours of operation will be Monday to Friday, 8:00 AM to 4:00 PM; Saturdays 9:00 AM to 2:00 PM.

Total Funding Requested: N/A **Account #** Revenue A1740

Oneida County Dept. Funding Recommendation: No County Dollars required. Rent to the County will be \$350.00 per month for a total of \$4,200.00 annually. Rent will be increased in the renewal term to \$4,320.00 annually.

Proposed Funding Sources (Federal \$/ State \$/County \$): N/A

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This lease was awarded through RFP #2011-062.

LEASE AGREEMENT
for
BAGGS SQUARE EXPRESS
Union Station Concession Stand

This Lease Agreement is made the 1st day of February 2011 between the **County of Oneida**, a municipal corporation organized under the laws of the State of New York, hereinafter called the **Lessor**, and **Francis Pezzolanella and Michael Francis Food and Beverage, LLC**, hereinafter called the **Lessee**, in consideration of the covenants and agreements hereinafter mentioned on the part of the Lessee to be kept and performed at the following described premises:

Approximately three hundred and fifty (350) square feet of space on the first floor located in and adjacent to the Lessor's Union Station Building, 321 Main Street, City of Utica, County of Oneida and State of New York, as shown on **Exhibit A** attached herewith and made a part hereof.

The above described premises, together with any and all buildings or other structures and improvements thereon owned by Lessor are hereinafter referred to as the "demised premises".

Lessee shall not use or occupy the demised premises for any purpose other than the operation of a concessions stand.

1. TERM/RENT AND ADJUSTMENTS

- a. Lessee shall hold the demised premises for a term of **Five (5)** years commencing on **February 1, 2012** and ending **January 31, 2017** unless sooner terminated as hereinafter provided.
- b. Lessee shall pay rent to the Lessor in the annual amount of **four thousand two hundred (\$4,200.00) dollars**. Such rents shall be payable to the Lessor in monthly payments of **three hundred fifty (\$350.00) dollars** the first of which is due **March 1, 2012** with the remaining monthly payments due on the first day of each month thereafter.

2. RENEWAL OPTION

- a. Lessor and Lessee have the option to renew this lease on the same terms for **one (1)** additional **five (5)** year term after the expiration of the original lease.
- b. Rental payment for the first renewal term shall be the annual amount of **four thousand three hundred twenty (\$4,320.00) dollars**. Such rents shall be payable to the Lessor in monthly payments with payments due on the first day of the month beginning on the first day of the month immediately following the termination date of the previous term. In the event that Lessor elects not to exercise the option to renew this lease, Lessor shall have the right to offer the property for lease, sale or other disposition to persons or entities other than Lessee.

- c. In the event that a renewal lease between Lessor and Lessee is not entered into, and that Lessor has not leased or otherwise disposed of the premises to one other than the Lessee, said renewal of lease or other disposition to take effect upon the expiration of the term of this lease, Lessee may continue to rent the premises from Lessor beyond said expiration on a month-to-month basis at an amount equal to the same monthly rate of rental as was paid prior to said expiration plus a ten percent per month increase thereto, and otherwise upon the terms and conditions contained herein; except that, upon commencement of such month-to-month tenancy, the tenancy is subject to the right of Lessor to terminate the tenancy upon written notice of thirty (30) days to Lessee.
- d. In the event that under the Terms of this agreement there results a month-to-month tenancy by the Lessee, said tenancy shall not extend beyond 180 days from the date of expiration of the original lease agreement unless such month to month tenancy is extended by the Lessor in writing.

3. ASSIGNMENT

- a. The Lessee shall not assign this lease, or sublet the premises or any part thereof, or make any alterations therein, or any additions thereto without the express written consent of the Lessor. All additions, permanent fixtures or improvements including lighting, moldings, and signage which may be made by the Lessee, except movable office furniture or other removable fixtures, shall become the property of the Lessor and remain upon the premises as a part thereof and be surrendered with the premises at the termination of this lease.

4. OPERATIONS

- a. The Lessee shall have the right to operate within the leased premises a concessions stand.
- b. No other unrelated activities shall be permitted without the prior written consent of Lessor.
- c. Lessee will conduct business from the service window(s) only and patrons shall not be served inside the leased space and no services shall be provided by the lessee that required patrons to enter the leased space.
- d. Lessee shall be responsible for securing and maintaining all required operating permits, licenses and certificates. Copies of all permits, licenses and certificates and copies of any renewals thereto shall be provided to Lessor within 30 days of receipt.

5. HOURS OF OPERATION

- a. Minimum hours of operation shall be: **Monday through Friday, 8:00 am to 4:00 pm; Saturday 9:00 am to 2:00 pm.**

- b. Hours may be extended at Lessee's discretion for special events held on the premises.
- c. Minimum hours of operation shall not be modified without the prior written consent of Lessor.

6. MAINTENANCE

- a. Lessee shall be responsible for maintaining the demised premises during the term of this lease agreement in a neat and sanitary condition, to regularly clean the demised premises of litter and debris. Lessee agrees to be responsible for the deposit of the contents of trash receptacles into plastic bags and brought to the dumpster for disposal.

7. SECURITY

- a. Lessee shall be responsible for securing said premises and shall provide additional security measures at his discretion. Lessor shall not be responsible for any losses resulting from theft or vandalism of said premises.

8. COMMON AREAS

- a. Lessee shall have the right to use, in common with Lessor and others legally entitled thereto, the existing pedestrian entrances, hallway vestibules, walkways and rest rooms as shown on Exhibit A.
- b. Lessee shall not use the main lobby for any reason other than as a waiting area for those seeking service at the concession facility. Patrons awaiting service at the concession facility shall not interfere with the operations of Union Station or adversely impact other tenants. Additional use restrictions are more fully described in section 13, "Machinery and Equipment."
- c. Lessor makes no representations as to condition, fitness or utility of said common areas, except that such areas shall be neat, sanitary and regularly cleaned. Lessee's liability arising out of use of said areas shall be as if same were included within the demised premises leased herein.

9. JOINT USE

- a. Lessor hereby reserves unto itself, its employees, tenants, invitees and licensees, at any time and at all times, the right to use jointly the waiting room and common areas, which right shall be superior to, and supersede, Lessee's use thereof in the event of any conflicting uses.

10. LESSOR'S FACILITIES

- a. Lessor hereby reserves unto itself and its licensees the right and easement to construct, use, operate, maintain, repair and review any pipe, conduit or tunnel and any electric communication or signal transmission lines, together with poles and guys therefore, and any other facilities of like character, as may now exist or may hereafter be placed upon, under or over the demised premises it being agreed that this Lease is subject and subordinate to any and all such rights, easements and uses. Lessee shall occupy and use the demised premises in a careful, safe and orderly manner so as not to interfere in any way with the maintenance or operation of the business of Lessor or of its licensees and tenants or with any structures or facilities appurtenant to the business of Lessor or its licensees and tenants.

11. UTILITIES/SERVICES

- a. Lessor agrees to furnish Lessee with heat, electricity, water and sewer. The Lessor also will provide janitorial services and maintenance of waiting room and public bathrooms, hallways and entrances. The Lessor shall not maintain Lessee's space. Lessor further agrees to provide snowplowing and sidewalk clearing, sanding and salting of sidewalks, solid waste removal from dumpster containers and security for the common areas.
- b. Lessee shall not utilize electricity supplied to the demised premises for electrical space heaters or air conditioning units or any additional electrical connections without the prior written consent of Lessor.
- c. The Lessor shall not be responsible for any loss of income or suspension of Lessee's service due to a delay or loss of heat, electricity, water or sewer service to the demised premises unless the proximate cause for such loss of income or suspension of service is the Lessor's own negligent act or omission.

12. TELEPHONE AND DATA SERVICE

- a. The Lessee shall have the right to have telephone and data service installed at the Lessee's own expense. Lessee, upon termination of this agreement, shall have the right to remove from the demised premises any telephones or equipment which are the Lessee's property. Establishment of a telephone service must first be approved by the Lessor to assure proper installation and location thereof and such approval shall not be unreasonably delayed, withheld or conditioned.

13. MACHINERY AND EQUIPMENT

- a. The Lessee is hereby authorized to install all machinery and equipment for its operation on/at such demised premises; such machinery and equipment installed by the Lessee shall at all times remain the property of the Lessee, notwithstanding the terms of Section 4, ASSIGNMENT, and at no time will such items be considered a fixture or appurtenance of the Lessor's property. At the termination of the lease or any renewal period thereof, the Lessee agrees to remove all items installed, and

the Lessor agrees that the Lessee is so entitled. If such removal is not completed by the Lessee within a reasonable period of time, then the Lessor shall have the authority to so remove, charging the expense of such removal, as well as reasonable storage fee, to the Lessee. The Lessor shall have the option of pursuing its appropriate legal remedies to collect such expenses, or, following 120 days after such removal by the Lessor, the Lessor may sell any of such items in storage in order to pay for such expenses, forwarding the surplus if any, to the Lessee providing the Lessor must give the Lessee at least thirty (30) days written notice thereof and an opportunity to remove said items within that thirty-day period. In the event that any items attached to the realty are allowed to be removed, the Lessee shall put the premises back in the condition that existed prior to their installation or in a manner acceptable to the Lessor.

- b. Lessee shall have the right to place up to three café tables and chairs in the open common lobby area directly to the left of the walk-up window where train station seating has been removed. The Lessee agrees to provide appropriate trash receptacles adjacent to the table area, and to ensure that tables are properly cleared and cleaned at all times when patrons to the Café are not using them. Lessor is responsible to empty trash receptacles whenever needed and to place trash collected into the appropriate dumpster containers for removal.

14. ACCEPTANCE OF PREMISES/DUTY TO REPAIR

- a. Lessee hereby accepts the demised premises in the condition they are in at the beginning of this lease, and agrees to maintain the said premises in the same condition, order and repair as they are at the commencement of said term excepting only reasonable wear and tear arising from the use thereof under this agreement, and excepting such change in condition, order and repair as may be incident to the rehabilitation of the property, and to make reparations to the Lessor immediately upon demand, any damage to water apparatus, or electrical lights or any fixtures, appliances or appurtenances of said premises, or damages to the structure of the building caused by any act of neglect of the Lessee, or of any person or persons in the employ of the Lessee or persons acting on the authority or at the direction of the Lessee.

15. RENOVATIONS

- a. It is agreed between the parties that the premises leased under this agreement can be renovated to suit the Lessee's needs and that the decision as to whether the Lessor or Lessee shall perform the work rests solely with the Lessor. It is mutually understood and agreed that the cost of such renovations will be borne fully by the Lessee. Such renovations may only be made by the Lessee with Lessor's written consent and subject to approval by the New York State Office of Parks, Recreation and Historic Preservation, if necessary, of the proposed renovations, and such approval shall not be unreasonably delayed, withheld or conditioned. If, during such renovations, existing hazardous materials (i.e. asbestos or lead) are discovered, then abatement of such condition shall be made at the Lessee's expense in accordance with any applicable statutes, laws, ordinances, and permits.

16. BUSINESS SIGN AND SUPPORT INFORMATION

- a. Lessee is not allowed to post signage, notices, or any other item on the lobby side of the store front and is not allowed to permanently locate items on the lobby side of the window counters without prior approval of the Lessor.
- b. Lessee shall have the right to display one (1) business sign depicting the nature of Lessee's operation within Union Station, the exact location, character, color, size and wording to be approved in writing by Lessor subject to approval by the New York State Office of Parks, Recreation and Historic Preservation, if necessary, and such consent shall not be unreasonably delayed, withheld or conditioned.
- c. Lessee may display support information and promotional material within Lessee's leases premises, the exact location, character, color, size and wording to be approved in writing by Lessor and such consent shall not be unreasonably delayed, withheld or conditioned.
- d. Lessee will have permission to use the glass faced display case adjacent to the window facing the lobby for the purposes of displaying menu selections and other items of interest that are directed and specifically related to the concession stand.

17. ACCESS BY HANDICAPPED

- a. At all times during the term of this lease, those portions of the Union Station property which are made available to the Lessee as an adjunct to or part of or along the way to the means of ingress and egress to the demised premises shall remain handicapped accessible and safe for the use of Lessee's employees, agents and invitees.

18. ACCESS TO PREMISES BY LESSOR

- a. Lessee agrees that Lessor, its agents and/or employees, shall have the right to enter into and upon the premises or any part thereof, at all reasonable hours for the purpose of examining the same or making emergency repairs or alteration as may be necessary for the safety and preservation thereof. Further, Lessee agrees that Lessor, its agents and/or employees shall have the right to enter into or upon the premises or any part thereof as necessary in order to effectuate any rehabilitation of the premises, to the extent that such right does not interfere with the Lessee's use and enjoyment of the premises.

19. DAMAGES TO LESSEE'S PROPERTY

- a. All personal property placed or moved in the premises above described shall be at the risk of the Lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property, or to the Lessee's employees arising from any cause (other than such causes as might be attributable to the negligence of the Lessor, or its agents or employees) or from any act of negligence of any co-tenant or occupants of the building or of any other person whosoever, as from any act of theft, vandalism, malicious mischief or similar occurrence.

20. DAMAGE TO LESSOR'S PROPERTY

- a. The Lessee shall be responsible for all damages to the premises subject to the lease agreement caused by the negligence of Lessee or any of his agents or employees in the normal operation of the premises subject to this lease agreement; and shall further be responsible for all damage caused to the said premises through the negligence of the Lessee or any of its agents, employees, or invitees; and shall be further responsible for all damages caused to the demised premises by the malfunctioning any equipment or other property used by or in the possession of the Lessee and due to Lessee's negligence and not the property of or in the care and custody of the Lessor. The Lessee shall report to the Lessor any damages to said demised premises no later than the ten (10) working days following the day upon which such damage was discovered.

21. RIGHT TO REPAIR

- a. The Lessee reserves the right and agrees to repair said premises within a reasonable period of time through the use of its employees or to hire any party to repair any defects or damage to said premises. Repairs to said premises shall not be made without the approval of the Lessor unless the total cost for each repair is less than Five Hundred Dollars (\$500.00), and it is impractical to immediately secure such approval, and additional damages would result if not immediately repaired. Any damages due to the delay of Lessor shall be reimbursed to Lessee by Lessor.

22. DESTRUCTION OF PREMISES

- a. In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the term of this agreement, whereby said premises shall be rendered non-tenantable, then the Lessor shall have the right to render said premises tenantable by repairs to be completed within ninety (90) days therefrom. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this lease. The cancellation herein mentioned shall be submitted in writing by either party hereto to the other at least fifteen (15) days from the actual cancellation date. If the property is rendered non-tenantable by fire or other disaster or casualty during the term of this lease or any subsequent renewal thereof, then the Lessee's obligation to pay rent hereunder shall be suspended as of the date that the premises became non-tenantable. The determination of what is tenantable or non-tenantable shall be made by the fire or building code inspector of the State of New York.

23. INSURANCE

- a. Lessee agrees that it will, at its own expense, at all times during the term of this agreement and any extension or renewal thereof, maintain in force a policy of insurance, which will insure against liability for property damage and/or injury/death with regard to any property or persons within or about the leased premises. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00). Lessee agrees to have the Lessor

added to said insurance policies as a named additional insured, as its interest may appear, and to provide the Lessor with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show Lessor as an additional insured and to provide that such coverage shall not be terminated without written prior notice to the Lessor of at least thirty (30) days.

- b. In the event that the activities and operations of the Lessee shall change in such a substantial fashion as to pose an additional risk of liability, then the Lessor shall have the right to request from the Lessee an increase in the type and amount of liability coverage on its insurance policy.

24. LIABILITY OF LESSOR/INDEMNIFICATION OF LESSOR

- a. Lessee agrees that it shall defend, with competent counsel, indemnify and hold harmless the Lessor from and against any and all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising from personal injuries or death to persons or property damages from anything and everything whatsoever solely arising from or out of the negligence, misconduct or lack of care of the Lessee and/or the Lessee's agents, servants and/or employees.

25. DEFAULT OF LESSEE

- a. In the event that the Lessee defaults in the performance of any of the material covenants herein, it is mutually understood and agreed that the Lessor may terminate this lease and sue for non-payment of rent and re-enter said premises without resort to judicial process, or resort to any legal remedy available to it.

26. NOTICES

- a. All notices to be served upon Lessee by Lessor or upon Lessor by Lessee shall be in writing and delivered by registered or certified mail. Notices to the Lessor shall be addressed to the County of Oneida, Department of Public Works, Division of Engineering, Oriskany, New York 13424. Notices to the Lessee shall be addressed to: **Francis J. Pezzolanella, d/b/a Michaelfrancisfoodandbeverage, LLC., 421 Broad Street, Suite 1, Utica, New York 13501.**

27. WAIVER LIMITED

- a. No waiver of any breach or breaches of any provision or condition of this lease agreement shall be construed to be a waiver of any preceding or succeeding provision or condition of the lease or breach of same.

28. TERMINATION

- a. Either party shall have the right to terminate this lease at any time during the term or any continued term hereof by giving to the other party at least three (3) months' written notice of intention to terminate this lease. In the event of the expiration or termination of this lease, whether under the provisions of this section or otherwise, Lessee shall quit and deliver possession of the demised premises to Lessor on or

before such date of expiration or termination and upon the date of termination specified in such notice this lease shall cease, terminate and come to an end. In the event of an early termination as defined above, a penalty equivalent to three months' rent must accompany the written notice. If such penalty does not accompany the early termination notice, then the tenant will remain liable for the balance of rent owed as if the lease had not terminated early and continued to the conclusion of its current term.

29. TERMINATION IN EVENT OF CONDEMNATION

- a. If the whole or any substantial part of the demised premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose then in that event the term of this lease shall cease from the date of title vesting in such proceeding and Lessee shall have no claim for the value of any unexpired term of the lease.

30. RELOCATION OF FACILITIES

- a. The parties agree that in the event Lessee and the Lessor agree that any or all of the Lessee's facilities be relocated elsewhere in the Union Station building, that then and under those circumstances any such agreement for relocation as is agreed upon in writing by, between and among the parties shall become incorporated in and become a part of this lease agreement. The Lessor wishes to retain the right to relocate Lessee's offices elsewhere within the building at no extra cost to Lessee.
- b. In broad principle, Lessee agrees that so long as the space and facilities provided for elsewhere in the building are acceptable to Lessee, then and under those circumstances it will relocate any and all of its ground floor area operations elsewhere in the Station complex.

31. AMENDMENTS AND MODIFICATIONS

- a. This lease agreement may be modified or amended only in writing, duly authorized and executed by the Lessor and Lessee. It may not be modified or amended by oral agreements or understandings between the parties.

32. SUCCESSORS IN INTEREST

- a. It is the intent of the parties that this lease shall be binding upon the Lessor and Lessee and upon any parties who may in the future succeed to their interests.

33. SEPARABILITY

- a. If any part of this lease is invalid or illegal, then only that part shall be void and have no effect. All other parts of the lease shall remain in full force and effect.

34. CAPTIONS

- a. The captions of the various paragraphs of this lease are for convenience and reference purposes only. They are of no other effect.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purposes herein expressed, the day and year above first written.

LESSOR (County of Oneida):

LESSEE:

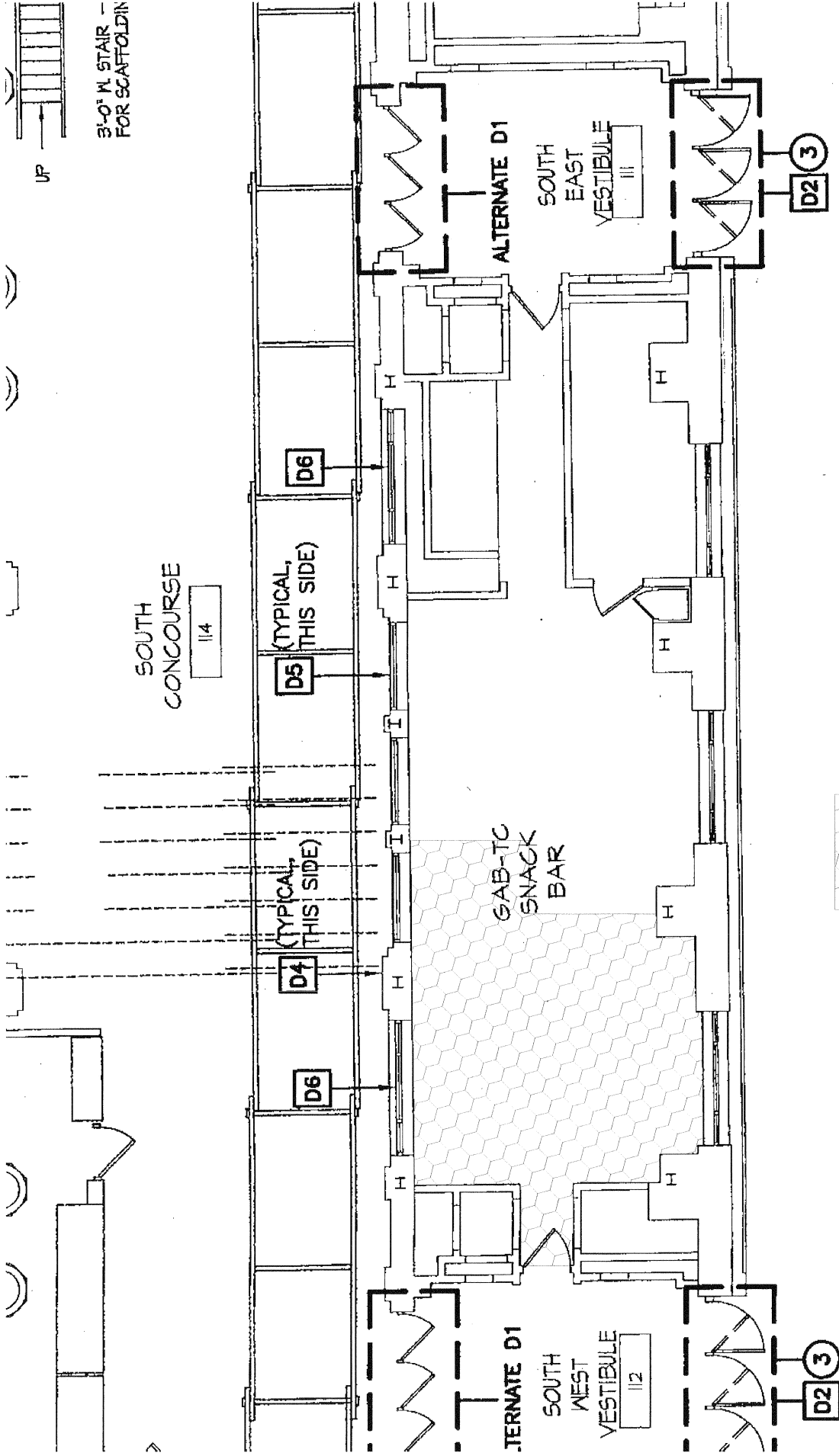
Anthony J. Picente, Jr.
Oneida County Executive

Francis J. Pezzolanella
Michaelfrancisfoodandbeverage, LLC.

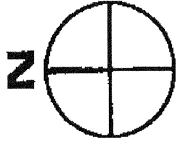
Approved as to form only

Oneida County Attorney

Exhibit A



- Demised Premises



FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"



ONEIDA COUNTY EMERGENCY COMMUNICATIONS

Anthony J. Picente., County Executive
120 Base Rd. Oriskany, NY 13424

Kevin W. Revere, Director
(315) 765-2526 Fax (315) 765-2529

January 4, 2012

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Ave.
Utica, New York 13501

FN 20 112 - 064

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

Oneida County is a recipient of a New York State Department of State Local Government Efficiency Grant. This grant is to assist in the functional consolidation of 911 Emergency Services provided in the county.

The grant is in the amount of \$666,667.00, \$600,000.00 representing 90% from the State and \$66,667.00 representing the 10% from the County; it covers the period from April 1, 2010 through March 31, 2013. The funds will be used to assist with the hiring and integration of sixteen (16) Public Safety Telecommunicators into the Oneida County 911 dispatch/call center.

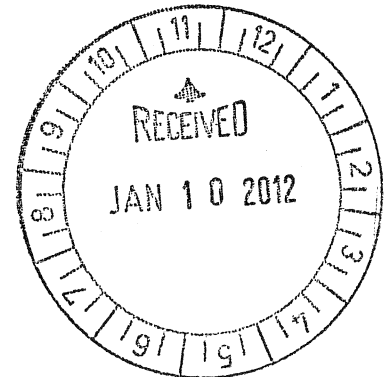
I respectfully request you sign the contract with New York State to finalize the acceptance of the grant.

If I can be of further assistance, please feel free to contact me.

Thank You.

Sincerely,

Kevin W. Revere
Director of Emergency Services



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 1/10/12

kmg

Oneida County Department: Emergency Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: NYS Department of State

Title of Activity or Services: Local Government Efficiency Grant Program 2010-2011

Proposed Date of Operations: 04/01/2010-03/31/2013

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS:

1. **Narrative Description of Proposed Services:** This contract is for a functional consolidation of the 911 Emergency Service provided in Oneida County. The three existing PSAPs in Utica, New Hartford and Oneida County will be consolidated into a single PSAP for Oneida County at the 911 Emergency Communications building located at 120 Base Road, Oriskany NY. The Utica and New Hartford PSAPs will cease their functions and service for those areas will be delivered by the single PSAP of Oneida County.
2. **Program/Service Objectives and Outcomes:** This consolidation will provide an improvement to operational efficiencies, enhanced public safety and cost savings for Utica, New Hartford and Oneida County.
3. **Program Design and Staffing Level:** Sixteen (16) new public safety telecommunicators will be integrated into the Oneida County 911 Dispatch/Call Center to support the functional consolidation.

Total Funding Requested: \$666,667.00: 90% State of NY share and 10% County share.

Oneida County Department Funding Recommendation: Salary Costs: \$200,000.00 for 2011 & \$400,000.00 for 2012.

Proposed Finding Source (Federal \$/ State \$/ County \$): NYS

Cost Per Client Served: N/A

Past Performance Served: N/A

O.C. Department Staff Comments: N/A

NEW YORK STATE AGREEMENT

CONTRACT FACE PAGE

Local Government Efficiency Grant Program 2010-2011

STATE AGENCY NYS Department of State One Commerce Plaza, 10th Floor 99 Washington Avenue Albany, NY 12231
--

NYS CONTRACT #: C-108822
ORIGINATING AGENCY CODE: 19000

TYPE OF PROGRAM: 2010-2011 Local Government Efficiency Grant State <u>100%</u> Federal <u>0%</u>

CONTRACTOR (Name and Address): Oneida County 800 Park Avenue Utica, NY 13501
--

FEDERAL FUNDS CFDA #: NA

FEDERAL TAX IDENTIFICATION NUMBER: 15-6000460
--

INITIAL CONTRACT PERIOD: FROM: 04/01/2010 TO: 03/31/2013
--

MULTI-YEAR TERM: FROM: NA TO: NA
--

MUNICIPAL CODE#

TOTAL PROJECT COST	\$666,667.00
STATE FUNDING	\$600,000.00
LOCAL SHARE	\$66,667.00

STATUS
Sectarian entity? Yes <input type="checkbox"/> No <input type="checkbox"/>
Not-for-profit organization? Yes <input type="checkbox"/> No <input type="checkbox"/>

CHARITIES REGISTRATION NUMBER <input type="checkbox"/> - <input type="checkbox"/> - <input type="checkbox"/> / EXEMPTION (E-2) - <input type="checkbox"/> ESTATES, POWERS AND TRUSTS LAWS REPORTING EXEMPTION (E-3) - <input type="checkbox"/>

If you did not claim an exemption to both of the items above, you must check the applicable response in the following:
Contractor has / has not timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.

APPENDICES ATTACHED TO AND PART OF THIS AGREEMENT	
APPENDIX A:	Standard clauses as required by the Attorney General for all state contracts
APPENDIX A1:	Agency-Specific Clauses Attachments 1, 2, 3, 4, thereto: Final Project Summary Report, Quarterly Contractor Report, Project Status, Procurement Certification
APPENDIX B:	Budget
APPENDIX C:	Payment and Reporting Schedule
APPENDIX D:	Program Work Plan
APPENDIX F:	Notices
APPENDIX G:	Electronic Payments
APPENDIX X:	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

CONTRACTOR:

STATE AGENCY:

Oneida County

New York State Department of State

By: _____

By: _____

(Print Name)

(Print Name)

Title: County Executive

Title: _____

Date: _____

Date: _____

State Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

GOVERNMENTAL BODY

State of New York

County of _____)ss:

On this _____ day of _____, 20____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say he is the _____ of _____ the municipality described in and which executed the above instrument; and that he signed his/her name thereto by order of the local legislative body of the above mentioned municipality.

NOTARY PUBLIC

Approved: New York State Attorney General
Eric T. Schneiderman

Approved: New York State Comptroller
Thomas P. DiNapoli

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF NEW YORK AGREEMENT

The AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESS TO:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW, THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency provided guidelines and instructions.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Work Plan (Appendix D) in accordance with: provisions of the AGREEMENT, relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A. (Standard Clauses for all New York State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR shall cancel, prior to the effective date of any prospective termination, all outstanding obligations, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accident and/or injuries to person (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

APPENDIX A

Standard Clauses for All New York State Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to

be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from

disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or

does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State 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, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State

Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of

business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX A1

Agency-Specific Clauses

I. This Agreement has been entered into pursuant to the following understandings:

- A. The 2010-2011 Fiscal Year Budget provides aid to municipalities under the Local Government Efficiency Grant Program to assist Local Governments develop projects that will achieve savings and improve municipal efficiency.
- B. The Department is authorized to evaluate and determine eligibility of applications for funding of projects.
- C. Based upon information, representations and certifications contained in Contractor's application for funding, including the Work Program as set forth in Appendix D, the Department has made a determination of eligibility of funding for Contractor's project under such Budget Act.
- D. State funds (Funding Amount set forth on the Face Page) for this Project (Appendix D Program Work Plan) are provided pursuant to an appropriation of funds made by the 2010-2011 Fiscal Year Budget.

II. General

- A. For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise.
- B. The contract period as set forth on the Face Page is the inclusive period within which the provisions of this Agreement shall be performed. No costs will be reimbursed for liabilities incurred outside of this period.
- C. Subject to the availability of funds, determination by the Department that it is in the best interest of the Project and the State, and upon mutual execution of an Appendix X and approval by the Office of State Comptroller, the term of this Agreement may be extended by two Contract Periods not to exceed twelve (12) months each.
- D. No liabilities are to be incurred beyond the termination date and no costs will be reimbursed for such liabilities unless: 1) funds have been reappropriated for the Project in the subsequent State fiscal year; 2) the Department determines that it is in the best interest of the Department and the State to provide additional time to complete the Project; and 3) an extension agreement is approved in accordance with Section IA of the Agreement.
- E. The Department shall not be liable for expenses of any kind incurred in excess of the State Funds as set forth on the Face Page, and shall not be responsible for seeking additional appropriations or other sources of funds for the Project.
- F. The Contractor shall perform all services to the satisfaction of the Department. The Contractor shall provide all services and meet the program objectives described in Appendix D in accordance with: provisions of this Agreement; relevant State, federal and local laws, rules and regulations, administrative and fiscal guidelines; where applicable, operating certificates for facilities or licenses for an activity or program, and conditions of applicable permits, administrative orders and judicial orders.
- G. The Contractor shall submit with its request for final payment a Final Project Summary Report in the format described in Appendix A1, Attachment 1.
- H. The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with the timetable set forth in the Work Plan (Appendix D) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.
- I. The Department will provide Contractor with a Quarterly Contractor Report form (Appendix A1, Attachment 2) pursuant to the Department's Minority and Women-owned Business enterprises program as discussed in Section XIII in Appendix A1. Such report shall be provided to the Department at the address on the Quarterly Contractor Report.
- J. The Contractor shall submit two copies of a "Project Status Report" (Appendix A1, Attachment 3) every six months from Contract execution date.

III. Reports, Documents and Maps

- A. The Contractor shall identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:

"This (document, report, map, etc.) was prepared with funds provided by the New York State Department of State under the

Local Government Efficiency Grant Program."

- B. The Department of State requires a project sign at the site of all construction projects, which involve more than \$50,000 of LGE funds. The expense associated with meeting this requirement is an eligible expense and may be charged as a construction or administration expense.

The specifications for the sign are as follows:

Installation


1. Install sign at the site within one week of the start of construction.
2. Erect sign in a prominent location, secure from vandalism.

Materials

1. Signboard: 4' X 8', 3/4" plywood, MDO B-B EXT-APA.
2. Primer: As recommended by finish coat manufacturer for the substrate and finish material.
3. Lettering and striping shall be uniform with sharp, neat profiles.
4. "Optional Information" included on sign shall be visually subordinate to other information provided.
5. Supports: Treated (Douglas Fir) posts.
6. The "New York State" Coat of Arms shall be at 2' x 2' in size.

Maintenance and Removal

1. Maintain the sign plumb and level for the duration of the work.
2. Remove the sign from the property within 10 days of final payment.

	Funding for this project provided by a
	New York State Department of State Local Government Efficiency Grant
	Andrew M. Cuomo (Name) Governor Secretary of State
	Local Officials (Optional)

IV. License to Use and Reproduce Documents and Other Works:

By acceptance of this Agreement, Contractor transfers to the Department a nonexclusive license to use, reproduce in any medium, and distribute any work prepared for or in connection with the Project, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement. Such warranty shall survive the termination of this agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

V. Property

Pursuant to the provisions set forth in Section V, page 5 of this Agreement, the ownership of all property described therein shall reside with the Contractor unless otherwise specified in writing by the Department at any time during the term of this Agreement and up to thirty (30) days following the issuance of the final payment.

VI. Year 2000 Warranty

NEW YORK STATE YEAR 2000 WARRANTY STANDARD

Updated: 6/2005

Date and Time Warranty

Contractor warrants that Product(s) furnished pursuant to this Agreement shall, when used in accordance with the Product
(Grant Contract, Page 10 of 33)

documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a contractor proposes, or/and acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this Agreement through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Agreement for breach of warranty.

VII. Terminations

- A. In addition to any other actions authorized by this Agreement, the Department may terminate the Agreement in the best interests of the State of New York by providing written notice to the Contractor as provided in this Agreement.
- B. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from the Contractor any State assistance to which the Contractor would otherwise be entitled in an amount equal to the monies demanded.
- C. In the event that the Department has provided written notice to the Contractor directing that the Contractor correct any failure to comply with this Agreement, the Department reserves the right to direct that the Contractor suspend all work during a period of time to be determined by the Department. If the Contractor does not correct such failures during the period provided for in the notice, this Agreement shall be deemed to be terminated after expiration of such time period. During any such suspension, the Contractor agrees not to incur any new obligations after receipt of the notice without approval by the Department.

VIII. Subcontracting Requirements

The Contractor may subcontract for all or any portion of the activities covered by this Agreement as provided for in Appendix D subject to prior approval of the Department of the terms of any subcontract.

IX. Requirements for Contract Map Products

[Intentionally Left Blank]

X. Compliance with Procurement Requirements

- A. All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to any additional requirements imposed by the State as set forth in Appendix D hereof.
- B. The municipal attorney, chief legal officer or financial administrator of the CONTRACTOR shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities service, labor, and construction contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with.

XI. Payment and Records Retention

- A. Payments shall be made as set forth in Appendix C.
- B. The Contractor shall maintain, at its principal place of business, detailed books and accounting records supported by original documentation relating to the incurring of all expenditures, as well as payments made pursuant to this Agreement. The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for a reasonable time following, issuance of the FINAL payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and accounting records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate fiscal books and records for all funds received through the Department pursuant to this Agreement.
- C. During the term of this Agreement and for a period of six years after its termination, the Contractor shall make all such books and records available to the Department and the Office of the State Comptroller, or their designated representatives, for inspection and audit.

XII. Equal Opportunity

The Contractor hereby assures that it is, and shall be for the duration of this Agreement, in compliance with the Federal Equal Opportunity Act of 1972 (Public Law 92-261), as amended.

XIII. Article 15-A of The New York State Executive Law

The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A of the New York State Executive Law. This law supersedes any other provision in State law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this law, all state agencies must, subject to certain exceptions, establish goals for minority and women-owned business participation in certain state contracts and grants. Where MWBE goals are required, even in circumstances where this goal is zero, a Quarterly Contractor Report is required to be submitted to the Minority and Women-owned Business Program of the Department on forms provided by the Department.

Article 15-A requires that rules and regulations be established for contracts entered into by the Department. In accordance with Article 15-A, goals must be set for contracts entered into by the Department in excess of \$25,000 for labor, services, supplies, equipment, and materials, or any combination of the foregoing, and for contracts entered into by the Department in excess of \$100,000 for acquisition, construction, demolition, replacement, major repair, renovation or improvement of real property. In applying these rules and regulations, the Department must consider the availability of certified minority and women-owned businesses in the region in which the state contract will be performed, the total dollar value of the contract, the scope of work to be performed, and the project size and term.

The contractor will, when required as a part of the bid or proposal, submit a Staffing Plan on the form provided by the Department. This Plan will detail the work force anticipated in the performance of the state contract reported by ethnic background, gender, and Federal Occupational Categories.

After a bid opening and prior to the award of a state contract, the Contractor will submit an Equal Employment Opportunity (EEO) Policy Statement to the Department within the time frame established by the Department. The law requires that, as a precondition to entering into a valid and binding state contract, the contractor will agree to the following stipulations and will include them in the EEO Policy Statement:

- The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status.
- The Contractor will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action applies in areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- The Contractor will make active and conscientious efforts to employ and to utilize minority group members and women at all levels and in all segments of its work force on state contracts, and the contractor will document these efforts.

- The Contractor will state in all solicitations and advertisements for employees that, in the performance of the state contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- The Contractor will, at the request of the Department, request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- The Contractor will include the provisions regarding the EEO Policy Statement and the Staffing Plan enumerated above in each and every subcontract of a state contract in such a manner that the subcontractor is bound by these requirements.
- Failure to provide an EEO Policy Statement and a Staffing Plan without reasonable written justification or commitment to provide these requirements by a specified date will result in rejection of the contractor's bid or proposal.
- After the award of a state contract, the Contractor will submit to the Department a Workforce Employment Utilization Report, on the form supplied by the Department, detailing the work force actually utilized on the state contract, by ethnic background, gender and Federal Occupational Categories, as specified on the form. This Report will be submitted to the Department on a quarterly basis throughout the life of the contract.
- The Contractor, and any of its subcontractors, may be required to submit compliance reports relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the state contract is executed.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 474-6740. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at: <http://www.empire.state.ny.us> and click on NY ♡ BIZ. From the list on the top left of the page, click on **Small and Growing Business** and, from that drop-down menu, click on: **Minority and Women-Owned Business**. On the top of the page click on the heading "MWBE Directory."

The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

XIV. Submission of all Correspondence, Project Documentation and Meeting Notification

- A. The Contractor agrees to provide the Department with one original and an electronic version (Word or PDF) of all documentation relating to this Project, including, but not limited to: notices of public meetings, products described in Appendix D, payment request documentation as described in Appendix C and press articles.
- B. The Contractor agrees to provide the Department with timely notification of all meetings and events associated with the Project.
- C. All information as described in XIV. A. above shall include the NYS Comptroller's # as indicated on the Face Page of this Agreement.

XV. Environmental Review

- A. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.
- B. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided Department with appropriate documentation that contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

XVI. Fully-Executed Agreement or Amendment Thereto

- A. If this Agreement or amendments thereto, allocates funds totaling \$50,000 or less, it shall be deemed to be fully executed when approved and signed by the Contractor and the Department.
- B. If this Agreement or amendments thereto, allocates funds totaling more than \$50,000, it shall be deemed to be fully executed when approved by the Office of the State Comptroller.

NYS Department of State Local Government Efficiency Grant Program FINAL PROJECT SUMMARY REPORT	
PROJECT TITLE: Oneida County 91 1 Dispatch Center Consolidation	
1. Community Identifiers	
A. Lead Applicant Information	
Name of Municipality: Oneida County	Federal Tax ID Number: 15-6000460
Name of Chief Elected Official:	Municipality Number:
Mailing Address: 800 Park Avenue Utica, NY 13501	Telephone Number/Extension:
	Fax Number:
<i>Fiscal metrics taken from the Comptroller's local government data base for the most recent year available</i>	
Population, 2000 census or recent census estimate	Land Area (square miles)
Total Assessed Value of Real Property	Total Full Value of Real Property
Total Tax Levy	Total Outstanding Debt
Total Revenues	Total Expenditures
Total Debt Service	Total Expenditures for area involved
B. Lead Applicant Contact Person	
Name of Contact Person:	Telephone Number/Extension:
Title:	Fax Number:
Mailing Address:	E-Mail Address:
C. Project Manager	
Name:	Company:
Title:	Telephone Number/Extension:
Mailing Address:	Fax Number:
	E-Mail Address:

D. Co-Applicants: Other municipalities Participating in the Project	
(1) Co-Applicant Municipality:	Federal Tax ID Number:
<i>Fiscal metrics taken from the Comptroller's local government data base for the most recent year available</i>	
Population, 2000 census or recent census estimate	Land Area (square miles)
Total Assessed Value of Real Property	Total Full Value of Real Property
Total Tax Levy	Total Outstanding Debt
Total Revenues	Total Expenditures
Total Debt Service	Total Expenditures for area involved

(2) Co-Applicant Municipality:	Federal Tax ID Number:
<i>Fiscal metrics taken from the Comptroller's local government data base for the most recent year available</i>	
Population, 2000 census or recent census estimate	Land Area (square miles)
Total Assessed Value of Real Property	Total Full Value of Real Property
Total Tax Levy	Total Outstanding Debt
Total Revenues	Total Expenditures
Total Debt Service	Total Expenditures for area involved

(3) Co-Applicant Municipality:	Federal Tax ID Number:
<i>Fiscal metrics taken from the Comptroller's local government data base for the most recent year available</i>	
Population, 2000 census or recent census estimate	Land Area (square miles)
Total Assessed Value of Real Property	Total Full Value of Real Property
Total Tax Levy	Total Outstanding Debt
Total Revenues	Total Expenditures
Total Debt Service	Total Expenditures for area involved

Attach additional sheets if necessary

2. Actual Project Costs	
Total Project Cost:	
Include the cost of the entire project, beyond the Department of State's financial commitment	
State Funds: Identify Sources	Local Funds:
Other Funds:	

3. Background of the Project
1. Briefly explain the project being addressed: Why was the project important to the involved Local Governments? What is the benefit/or its importance to the community?
2. What factors helped move the project forward?
3. Did local news organizations (print, broadcast) report or take an editorial position on the project? If so, what was the position? If available, attach newspaper articles, letters to the editor, correspondence with elected officials, etc.]

4. Project Work

1. Please use the following guidelines to describe the project and please be concise in the description, for example:
 - a. For a planning or feasibility study describe the findings and strategies recommended.
 - b. For a design project describe what is to be built.
 - c. For an equipment purchase describe what was bought.
 - d. For a capital project describe what was constructed.
 - e. Please describe the cooperative agreement needed for the government function to be conducted cooperatively.
 - f. Please describe the service, facility, activity or project needed to be undertaken for a shared service.

2. Describe the intermunicipal agreements entered into to implement the project. Attach copies of any legal documents.

3. Compare the projected results as provided in your grant application with the actual results achieved. If the project has not been in operation long enough to determine results, provide revised projected cost savings based upon progress to date.

Category	OSC Code	Projected Temporary Savings	Projected Permanent Savings	Actual Temporary Savings	Actual Permanent Savings
General Government	1000				
Education	2000				
Public Safety	3000				
Health	4000				
Transportation	5000				
Economic Assistance	6000				
Culture-Recreation	7000				
Home & Comm. Services	8000				
Undistributed	9000				
Partner Savings/(Costs)					
Total Cost Savings					

Projected Return on Grant Dollars Invested

$$\frac{\text{Projected Total Cost Savings}}{\text{Expected Grant}} \times 100 = \text{\% Return on Grant Dollars}$$

600,000

Actual Return on Grant Dollars Invested

$$\frac{\text{Actual Total Cost Savings}}{\text{Grant Awarded}} \times 100 = \text{\% Return on Grant Dollars}$$

4. What concerns were raised, both positive and negative, during the discussion of the project? Did the organizational differences in the municipalities create difficulties for the project?

5. What were the factors that contributed to the success or failure of the project? Of particular importance are any impediments that were identified (i.e. organizational inertia, availability of funding, availability of data, lack of skills to implement, etc.) and how they were overcome.

6. What information about the project and the process would you provide to other Local Governments looking at similar projects?

5. Project Documentation/Visuals

The following guidelines are suggested :

- a. Visuals of renderings and/or graphics, newspaper articles or photographs that depict the final product or a before and after scenario.
- b. Copies of documents entered into and developed by intermunicipal action.
- c. Photo and video documentation is encouraged but not mandatory. The video, which can be in VHS or digital format may be used in a future documentary. Photographs should be 35mm or digital. Color slides and/or digital camera discs should be labeled and dated.

CONTRACTOR: Oneida County

Agreement # C-108822

PROJECT STATUS

As of _____

Submit every six months and with every request for payment

Please list all tasks and indicate the status of each. Attach additional pages if necessary.

- ▶ **Task #** should match the task number in the Agreement work program.
- ▶ **A/T** indicate if **Date of Completion** is Actual or Target Date for anticipated completion of the task.
- ▶ **Products/Accomplishments** should list products completed or other accomplishments.

RECIPIENT: Oneida County	CONTRACT # C-108822
PROJECT TITLE	
Status Report Date:	

Have funds been expended for this project? Yes No
 If funds have been expended a voucher **must** accompany this report.

Task #	Brief Task Description	A/T	Date of Completion	Percent of Completion	Task Accomplishments	Product Submitted to DOS

Please note problems encountered, proposed adjustment(s) to work program/schedule, and reason(s) for proposed adjustment(s):

Please provide the following information:

Name of contact Person: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

Certification of Grantee to New York State Department of State that all State and Local and Private Procurement Requirements Have Been Met.

(Complete the certification in the paragraph that applies and strike out that which is not applicable)

1. I hereby certify that the (County) ~~(City)~~ ~~(Town)~~ ~~(Village)~~ ~~(School District)~~
~~(Other~~ _____) of Oneida _____, awarded the contract appended hereto pursuant in whole or in part to NYS Department of State Contract No. C-108822 in accordance with all requirements of law and Article 5A of the General Municipal Law, as follows:
(place check mark where applicable)

_____ Contract(s) for professional services; public works contracts involving not more than \$20,000; or purchase contracts involving not more than \$10,000, was procured according to the policies and procedures of the municipality adopted pursuant to General Municipal Law§104-b.

_____ Contract(s) for public works contracts involving more than \$35,000; or purchase contract(s) involving more than \$20,000, was procured pursuant to the bidding requirements of General Municipal Law§103.

Print name

Title

Signature

Date

This document is due prior to the request for payment

Certification of Grantee to New York State Department of State that all State and Local and Private Procurement Requirements Have Been Met

2. I hereby certify that the (Insert NYC Agency or Borough name) _____ of the City of New York awarded the contract appended hereto pursuant in whole or in part to NYS Department of State Contract No. C-108822 _____ in accordance with all requirements of law and Article 5A of the General Municipal Law, as follows: (place check mark where applicable)

_____ Contract(s) for professional services, public works contracts involving not more than \$20,000 or purchase contracts involving not more than \$10,000, procured according to the rules and regulations of the Policy Procurement Board.

_____ Contract(s) for public works contracts involving more than \$35,000 or purchase contracts involving more than \$20,000, procured to the bidding requirements of General Municipal Law§103 and the regulations of the Procurement Policy Board.

Print Name Title
(Agency Chief Contracting Officer must sign)

Signature Date

This document is due prior to the request for payment

APPENDIX B
Budget
Budget Summary Sheet

A. TRAVEL	\$ _____	0.00
B. SUPPLIES/MATERIALS	\$ _____	0.00
C. EQUIPMENT	\$ _____	0.00
D. TRANSITIONAL PERSONNEL COSTS	\$ _____	0.00
E. CONTRACTUAL SERVICES	\$ _____	0.00
F. CAPITAL COSTS	\$ _____	0.00
TOTAL	\$ _____	0.00
Total State Share Funds (90% of Total)	\$ _____	600,000.00
Total Local Share (10% of Total)	\$ _____	66,667.00

Describe the anticipated project costs for each of the above cost categories in detail on the following pages (i.e., the title and pay rate of employees to work on the project, type of equipment and materials to be purchased).

The **TOTAL** of your **BUDGET** must equal the sum of the State Funding and the Local Share amounts as shown on the **CONTRACT FACE PAGE!**

The **BUDGET** is intended to show the items of expense which will be funded under this Contract. Please do not show the entire cost of the project if it exceeds the amount of funding by this Contract.

Budget Detail Sheet

A. TRAVEL

Please indicate destination, purpose and cost of necessary travel for implementation of the project.

None.

TOTAL TRAVEL

\$ _____

0.00

B. SUPPLIES/MATERIALS

Please indicate the cost of each category; use general categories such as: office supplies, printing supplies, small tools, building materials and like category descriptions.

None.

TOTAL SUPPLIES/MATERIALS

\$ _____

0.00

Budget Detail Sheet

C. EQUIPMENT

Please list each item of equipment that exceeds \$200.00 per item and has a useful life of one year or more. Group items of less than \$200.00 each into general categories indicating total cost per category.

None.

TOTAL EQUIPMENT

\$ _____

0.00

D. TRANSITIONAL PERSONNEL COSTS

Please list the cost of additional employee(s) required to implement the approved program work plan of the project. These employee(s) must be integral to the coordinated or consolidated service delivery. *The Department of State reserves the right to approve the reasonableness of the need for the staff and the salary amount.*

Public Safety Telecommunicators & (1) Supervisor to handle additional work load from transferred functions from the City of Utica and Town of New Hartford, not to exceed. \$666,667.00

TOTAL TRANSITIONAL PERSONNEL COSTS

\$ _____

666,667.00

Budget Detail Sheet

E. CONTRACTUAL SERVICES

Please list what services will be provided by a sub-contractor.

None.

TOTAL CONTRACTUAL SERVICES

\$ _____ 0.00

F. CAPITAL COSTS

Please list the tangible or intangible assets that will be provided for the project and that have useful lives of more than one year, such as land and improvements to land, buildings and building improvements, vehicles, machinery, equipment, sewer, water and highway infrastructure.

None.

TOTAL CAPITAL COSTS

\$ _____ 0.00

TOTAL OF ALL CATEGORIES

\$ _____ 666,667.00

APPENDIX C

Payment and Reporting Schedule

I. Payment Schedule

- A. The Department may make interim payments for eligible costs incurred up to an amount not to exceed 90% of the State Funds Awarded. Depending on the type of project, the Department may retain more than 10% of the State Funds Awarded. The final payment will be made upon satisfactory completion of the Project activities funded pursuant to this Agreement.
- B. Not more frequently than once every 30 days, and included with every Project Status Report (Appendix A-1, Attachment 3), a properly executed payment request, on forms as prescribed by the Department, and any work products documenting completion of one or more of the tasks set forth in Appendix D, Program Work Plan, and **total project costs incurred to date**, may be submitted.
 1. Payment, provided above, shall be made to the Contractor upon the submission by the Contractor of a properly executed payment request. Such request shall contain the following:
 - a) "Documentation Forms" (Summary Sheet Documentation Forms 1 - 4) as provided by the Department, for reimbursement of actual and eligible expenditures,
 - b) the required report (Appendix A1, Attachment 3) and work products (documentation of the completion of all or portions of Appendix D,)
 - c) certification of procurement requirements (Appendix A1, Attachment 4) and
 - d) a properly executed State Voucher.
 2. Payment requests will be reviewed in accordance with the terms and conditions of this Agreement to determine total allowable project costs incurred and the level of project completion to date. For the purpose of determining the level of reimbursement, otherwise allowable project costs may be reduced if the level of project completion is deemed insufficient.
 3. Total allowable project costs, adjusted pursuant to 2. above, will be prorated between State Funds and Local Share costs in the same proportions as Total State Funds and Total Local Share as set forth on the Face Page of this Agreement.
 4. The final payment will be issued upon receipt and approval of a payment request marked "FINAL" documenting all project costs incurred and tasks completed and submission of the Final Project Summary Report. Such final payment request shall be submitted within 60 days following the ending date of this Agreement.

II. Reporting

- A. Payment requests as described in I.B., above, shall be certified by a duly authorized representative of the Contractor as accurately representing such accomplishments and expenses as recorded in the Contractor's accounting records, including, where goods or services are provided by third parties not party to this Agreement, a certification that any payment obligations arising from the provision of such goods or services have been paid by the Contractor and do not duplicate reimbursement or costs and services received from other sources.
- B. Notwithstanding the above requirements, upon written notification by the Department, the Contractor may be required to submit source documentation and additional verification of allowable expenditures.

Payment requests shall be submitted to:

NYS Department of State
Attention: LGE Coordinator
One Commerce Plaza, 10th Floor
99 Washington Avenue
Albany, NY 12231

Claimed expenditures per cost category may not exceed the amounts indicated in the Budget, Appendix B, by ten percent (10%), or greater, without approval of the Department, provided that the Total Project Cost as set forth in Appendix B, Budget Summary, is not exceeded. Any expenditure in excess of such 10% or that changes the State Share or Local Share funding amount or changes in scope of work shall require an amendment to the Project Budget submitted in writing by the Contractor and approved by the Department and may require approval of the Office of the State Comptroller. No expenditures shall be allowed for items not set forth in the Project Budget without written approval of the Department.

III. Other

- A. Notwithstanding the submission of timely and properly executed payment requests, the Department shall be under no obligation to make payment for expenditures incurred without the prior Department approvals and/or amendments required under this Agreement and, further, shall have the right to withhold any such payment pending the execution of such approval and/or amendment.
- B. Interest income earned on funds received pursuant to this Agreement shall be used to further the purpose of this Project or shall be deducted from total eligible cost to determine the net eligible costs to be reimbursed by the Department.
- C. The Department shall have the right to conduct on-site progress assessments and reviews of the Project and Contractor's books and records during the life of this Agreement and for a reasonable time following issuance of the FINAL payment. The Contractor shall furnish proper facilities, where necessary or useful, for such access and inspection.
- D. The Department shall be entitled to disallow any cost or expense, or terminate or suspend this Agreement, if found that the Contractor has misrepresented any expenditures or project activities in this Agreement, or in any progress reports or payment requests made pursuant hereto.
- E. The Contractor shall maintain separate fiscal books and records for all funds received through the Department and project activities conducted pursuant to this Agreement, and shall make all such books and records available to the Department, the Office of the State Comptroller, or their designated representatives for inspection and audit for a period of six years following termination of this Agreement.
- F. By submission of this Agreement and payment requests provided for herein, the Contractor warrants that funds claimed and received pursuant to this Agreement do not duplicate reimbursements or payments from any other source.

APPENDIX D PROGRAM WORK PLAN

(To Be Developed By Contractor in Consultation with DOS)

1. Project Description

Detailed description of:

- A. Project
- B. Geographic Area
- C. Partners
- D. Goals and Objectives
- E. Studies
- F. History of Project
- G. Relationship to Other Projects etc.

2. Project Components

- A. Problems: A description of the problems to be addressed by the proposed activity.
- B. Objectives: A description of the objectives to be achieved by undertaking the activity or as a result of the activity.
- C. Tasks: Identify the project's component tasks to be funded by this program, include the following information for each task.
 - a. Task Name
 - b. Deliverable
 - c. Budget
 - d. Schedule
- D. Procurement: Must be in accord with Municipality's procurement policy and General Municipal Law §103 if applicable. (See Appendix A-1 Attachment 4).
- E. Other:
 - a. Documentation: The Contractor shall identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following "This (document, report, map, etc.) was prepared with funds provided by the New York State Department of State under the Local Government Efficiency Grant Program."
 - b. Environmental Review: An environmental review will be completed as required in Section XV of this agreement and transmitted to the Department of State
 - c. Deliverables: A complete list of deliverables as outlined with the tasks shall be included.
- F. Schedule: See "Tasks." Provide the proposed starting date (must be anytime on or after April

1st, 2010) of the project, a schedule for the completion of component tasks, and the expected completion date of the project. Reminder: tasks funded by this program must be completed within 36 months of the project start date.

3. Review and Status

- A. DOS shall review Project Components for consistency with the application.
- B. Contractor shall provide Project Status Reports every six months. Please build these reports into the work schedule.

Items which should be considered by Contractor include:

- (i) Public participation process
- (ii) Other tasks and deliverables based upon application and meeting. Depending on nature of project, tasks and deliverables could include:
 - a. Feasibility study on consolidation/dissolution
 - b. Dissolution plan
 - c. Intermunicipal agreement
 - d. Joint service plan
 - e. Analysis of infrastructure in participating municipalities
 - f. Action plan/strategies
 - g. Fiscal-Impact
 - h. Other

4. Project Closeout

Contractor shall provide:

- (i) Final Deliverables
- (ii) Final Project Summary Report
- (iii) Before & After Photos (when applicable)
- (iv) Final Payment Request

Please attach additional pages as necessary.

APPENDIX F

NOTICES

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a) via certified or registered United States mail, return receipt requested;
 - (b) by facsimile transmission;
 - (c) by personal delivery;
 - (d) by expedited delivery service; or
 - (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York Department of State

Name: Kyle Wilber
Title: Program Manager
Address: One Commerce Plaza, Suite 1015, 99 Washington Avenue, Albany, NY 12231
Telephone Number: (518) 473-3355
Facsimile Number: (518) 474-6572
E-Mail Address: LGEprogram@dos.state.ny.us

Contractor Name Oneida County

Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

APPENDIX G

ELECTRONIC PAYMENTS

Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

APPENDIX X

MODIFICATION AGREEMENT FORM

Agency Code 19000 Contract Number C-108822
Contract Period 04/01/2010 - 03/31/20 Funding for Period \$600,000.00

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Department of State, having its principal office at One commerce Plaza, 99 Washington Avenue, Albany, N.Y. 12231 (hereinafter referred to as the STATE), and Oneida County (hereinafter referred to as the CONTRACTOR), for modification of Contract Number C-108822, as amended and in attached Appendice(s) _____.

Terms and conditions of this amendment are subject to continued availability of funds for this contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

By: _____

(print name)

Title: _____

Date: _____

STATE APPROVAL

By: _____

(print name)

Title: _____

Date: _____

State Agency Certification: "In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract."

ACKNOWLEDGEMENT

STATE OF NEW YORK

COUNTY OF _____) ss:

On this ____ day of _____, 20____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that (s)he is the _____ (title of officer or employee of _____, (name of municipal corporation) described herein which executed the above instrument; and that (s)he signed (her)his name thereto by order of the legislative body of said municipal corporation.

NOTARY PUBLIC

APPROVED: New York State Comptroller, Thomas P DiNapoli

Title: _____

Date: _____

APPENDIX D PROGRAM WORK PLAN

Contractor: Oneida County

Project Title: Oneida County 911 Dispatch Center Consolidation

Contract No. T-108822

I. PROJECT DESCRIPTION:

- A. PROJECT: This project is a functional consolidation of the 911 Emergency Service provided in Oneida County. The existing three PSAPs in Utica, New Hartford and Oneida County will be consolidated into a single PSAP in Oneida County at the 911 Emergency Communications building. Utica and New Hartford PSAPs will cease to function and the service will be delivered by the single PSAP in Oneida County. This consolidation will provide an improvement to operational efficiencies, enhanced public safety and cost savings for Utica, New Hartford and Oneida County.
- B. GEOGRAPHIC AREA: The City of Utica and Town of New Hartford in Oneida County.
- C. PARTNERS: The City of Utica, Town of New Hartford and Oneida County.
- D. GOALS & OBJECTIVES: The goals of the Oneida County 911 Dispatch Center Consolidation:
- cost savings for Utica, New Hartford and Oneida County;
 - comprehensive improved coordination of first responders/emergency personnel in Oneida County;
 - improved emergency services to all constituents across the county;
 - improved information sharing between police and fire agencies;
 - maximization of first responders/emergency personnel resources;
 - improved investigations, decreased response time and increase in crime solving;
 - increased interoperability of emergency services in Oneida County; and
 - creation of a universal records management system for the police and fire agencies throughout the county
- E. STUDIES: In 1993, Gabriel Information Systems, Syracuse, NY, conducted a study regarding Public Safety Answering Points (PSAPs) in Oneida County. A staffing analysis, budgetary projections and floor plans were provided as well as the recommendation for a single PSAP for the County.
- F. HISTORY OF PROJECT: See "Studies." The actual implementation of 911 emergency services began in 1995 with four PSAPs in Utica, New Hartford, Rome and the County. The City of

Rome subsequently joined the County PSAP in 1997. In addition, a new County Emergency Communications building was completed in 2000. Oneida County continued to fund the maintenance and upgrades of equipment in the Utica and New Hartford PSAPs with the call centers remaining independent. In recent years, the regional issue of changing service delivery to reduce costs and increase efficiency has prompted the move to a regional 911 Center.

G. RELATIONSHIP TO OTHER PROJECTS:

- a. Due to entrenched use of seven-digit number calls for emergency service in the Town of New Hartford and the City of Utica, a Public Education Campaign "Call 911" will be initiated. The Oneida County Office for the Aging will partner with this public education campaign as the population of those above the age of sixty in Oneida County is 20.7% (Census 2000, and higher than the state average). Less than half of the dispatched calls in the city of Utica are received over the 911 system, resulting in delayed response. It is estimated that a majority of those using the seven-digit number calls for emergency service are elderly residents. This public education project will increase the use of 911 calls for emergencies.
- b. In addition, the PSAP consolidation will lay the groundwork to create a universal records management system for the police and fire agencies throughout the county. For example, it will allow the fire agencies to look at countywide communications with a centralized dispatch that does not currently exist. This can result in quicker emergency response times for daily emergencies, local small scale disasters and large scale and/or national level disasters (terrorist attacks or natural disasters).
- c. The centralized dispatch system will also build on the success of Homeland Security funding that has been received by Oneida County. Over the last seven years nearly \$1 million dollars has been invested throughout the various communities in the county for emergency preparedness projects.

II. PROJECT COMPONENTS:

- A. **PROBLEM:** The current challenges associated with the implementation of this project are related to technology and procedures. The necessary equipment to be purchased and installed at the county communications center will need to ensure that Utica and New Hartford maintain the current capability of their system. A majority of this is due to the different radio systems that exist in these two communities. Additional trunk lines will need to be re-routed in Utica and New Hartford and additional computer equipment would be required.

As New Hartford and Utica are transitioned into the centralized dispatch system there will be on going monitoring, assessment and evaluation as the process progresses. Corrective actions will be performed as needed.

- B. **OBJECTIVES:** Oneida County will consolidate the existing three PSAPs (Utica, New Hartford, and Oneida County 911 Call Center) into a single PSAP within the County. This improve-

ment will result in operational efficiencies, enhanced public safety and cost savings for Utica, New Hartford and overall for the taxpayers in Oneida County.

Currently the County 911 Call Center is at full staffing level. The standard Association of Public Communications Officials staffing recommendations will be used to adequately staff the communications center. The transitional staff will be new hires and any existing New Hartford dispatchers that have decided to transfer to the county center.

Oneida County has approved 16 new Public Safety Telecommunicator positions for the consolidation into the County 911 Dispatch Center.

- C. **TASKS:** The tasks below will result in the implementation of a fully consolidated Oneida County 911 Dispatch/Call Center.

Task 1: Develop and Execute Operational Agreement

Purpose: To ensure that obstacles are addressed and included in planning as the process moves forward so that roadblocks do not derail the project in later stages. This task will be undertaken by the Office of Emergency Services, the Town of New Hartford and the City of Utica.

- Meet with the Town of New Hartford to discuss the transfer of functions;
- Meet with the City of Utica's Fire Department and Police Department to discuss the transfer of functions; and
- Continue all meetings and discussions until all major obstacles are addressed and mitigated.

Deliverable: Intermunicipal Agreements between Oneida County and the City of Utica and Town of New Hartford for the functional consolidation of respective 911 dispatch/call centers into the Oneida County facility.

Schedule: Months 1-5

Task 2: Training of Public Safety Telecommunicators (PSTs)

Purpose: To provide Oneida County citizens, the New Hartford Police Department and the City of Utica's Fire and Police Departments high quality service during and after the transfer of functions. New Hartford public safety telecommunicators began training in July of 2010 and were functional by October of 2010. Eleven new public safety telecommunicators were hired in July of 2011 for training.

- New Hartford PSTs began their training in July of 2010 by working with 911 Center PSTs using the CAD system. 911 Center PSTs participated in ride-alongs with New Hartford PD as well; and
- The eleven new PSTs hired for Utica underwent 4 weeks of classroom training and 12 weeks or more of on the job training before being independently assigned to dispatch.

Deliverable: Sixteen (16) new public safety telecommunicators will be integrated into the Oneida County 911 Dispatch/Call Center to support the functional consolidation.

Schedule: Months 6-10

Task 3: Operational at Oneida County 911 Call Center

Purpose: Full consolidation of the City of Utica and Town of New Hartford in the Oneida County 911 Call Center.

Deliverable: Project Status report indicating all tasks are 100% complete. Complete project summary report. Final project reimbursement request.

Schedule: Month 10

D. **PROCUREMENT:** In securing contractual construction services, the grantee will comply with Municipal procurement policy and General Municipal Law section 103. (See Appendix A-1 Attachment 4).

E. **OTHER:**

- a. **Documentation:** All documents created as part of grant funds must specify the following "This (document, report, map, etc.) was prepared with funds provided by the New York State Department of State under the Local Government Efficiency Grant Program."
- b. **Environmental Review:** An environmental review will be completed as required in Section XV of this agreement and transmitted to the Department of State.
- c. **Deliverables:** In addition to deliverables outlined in the tasks above, the final deliverable of this project includes a full consolidation of 911 dispatching operations for the City of Utica and Town of New Hartford into the Oneida County 911 Call/Dispatch Center including a project summary that can serve as a model for other areas of New York and the United States.

The grantee shall submit drafts of studies/reports prepared with this grant to the Local Government Efficiency Grant Program for review and comment.

The grantee shall notify the Local Government Efficiency Grant Program of any meetings/hearings to be held regarding this project in advance.

The grantee shall submit on a semi-annual basis (Appendix A1, Section II-I) or with each request for reimbursement, whichever comes first, a Project Status (Appendix A1, Attachment 3) report which provides detailed project information including report of each project task as listed in this work plan.

The grantee shall provide all plans and/or reports developed as part of this project to the New York State Department of State, Division of Local Government. The Division of Local Government may make these items available as part of its technical assistance program. (Appendix A1, Section IV).

At the conclusion of the project, the grantee shall complete the Final Project Summary and other close-out materials as requested by the New York State Department of State.

- F. SCHEDULE: This project commenced on April 1 of 2010 and will be in effect until March 31st of 2012.

III. REVIEW AND STATUS:

- A. Department of State shall review Project Components for consistency with the applications.
- B. Contractor shall provide Project Status Reports every six months or when payment is requested.